



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

City Council Regular Meeting

Wednesday, June 15, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A.** Declaring Sunday, June 19, 2022, as “Juneteenth Day”

PUBLIC COMMENTS

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

PUBLIC HEARINGS

- 1.** Conduct a Public Hearing on an ordinance annexing 62.84 acres, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.
Submitted by: Scott Dunlop, Development Services Director

- 2.** Conduct a Public Hearing on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2)
Applicant: Kimley-Horn and Associates
Owner: Millcreek Residential
Submitted by: Scott Dunlop, Development Services Director

3. Conduct a Public Hearing on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

Applicant: LJA Engineering

Owner: Butler Family Partnership, Ltd.

Submitted by: Scott Dunlop, Development Services Director

CONSENT AGENDA

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

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

Submitted by: Lluvia T. Almaraz, City Secretary

- **June 1, 2022, City Council Workshop – Charter Review; and**
- **June 1, 2022, City Council Regular Meeting**

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

Submitted by: Scott Moore, City Manager

- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Police – Ryan Phipps, Chief of Police**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**
- **IT – Phil Green, IT Director**
- **Administration – Lluvia T. Almaraz, City Secretary**

6. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

Applicant: Metcalfe, Wolff, Stuart & Williams, LLP

Owner: Edward Butler

Submitted by: Scott Dunlop, Development Services Director

- 7. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**
Applicant: Metcalfe, Wolff, Stuart & Williams, LLP
Owner: Dwyer Realty Companies
Submitted by: Scott Dunlop, Development Services Director

- 8. Consideration, discussion, and possible action on accepting the Fiscal Year 2020-2021 Financial Audit Report.**
Submitted by: Lydia Collins, Director of Finance

EXECUTIVE SESSION

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

- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Butler FM 973/Hwy 290 mixed use development;*
- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Development Agreement with Building Hope; and*
- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority*

OPEN SESSION

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

REGULAR AGENDA

- 9. Consideration, discussion, and possible action on the Development Agreement (Butler/ East Hwy 290 & 13100 N. FM 973).**
Submitted by: Scott Dunlop, Development Services Director
- 10. Consideration, discussion, and possible action on the Chapter 380 Grant Agreement Butler Commercial Project.**
Submitted by: Scott Dunlop, Development Services Director

- 11.** Consideration, discussion and possible action on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.
Applicant: LJA Engineering
Owner: Butler Family Partnership, Ltd.
Submitted by: Scott Dunlop, Development Services Director
- 12.** Consideration, discussion, and possible action on the First Amendment to Development Agreement (EntradaGlen).
Submitted by: Scott Dunlop, Development Services Director
- 13.** Consideration, discussion, and possible action on the Third Amendment to Development Agreement (Manor Heights).
Submitted by: Scott Dunlop, Development Services Director
- 14.** Consideration, discussion, and possible action on Amendment One to the Interlocal Agreement by and Between Capital Metropolitan Transportation Authority and City of Manor, Texas for Build Central Texas.
Submitted by: Scott Dunlop, Development Services Director
- 15.** **First Reading:** Consideration, discussion and possible action on an ordinance annexing 62.84 acres, , more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.
Submitted by: Scott Dunlop, Development Services Director
- 16.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).
Applicant: Kimley-Horn and Associates
Owner: Millcreek Residential
Submitted by: Scott Dunlop, Development Services Director
- 17.** Consideration, discussion, and possible action on a Water Service Area Transfer Agreement between the City of Manor, Texas and Manville Water Supply Corporation for a 13.189 acre tract.
Submitted by: Scott Dunlop, Development Services Director
- 18.** Consideration, discussion, and possible action on the Compensation Consulting Firm regarding a Payscale study.
Submitted by: Tracey Vasquez, HR Manager

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, June 10, 2022, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



Item A.

PROCLAMATION

WHEREAS, On January 1st, 1863, President Abraham Lincoln issued the Emancipation Proclamation which made known that all enslaved people in confederate states rebelling against the Union “shall be then, thenceforward, and forever free”; and

WHEREAS, it was not until June 19th, 1865, when Union Major General Gordon Granger arrived in Galveston, Texas, and announced both the end of the Civil War and General Order Number 3 which declared – *“The People Of Texas Are Informed That, In Accordance With A Proclamation From The Executive Of The United States, All Slaves Are Free..”*; and

WHEREAS, on December 6th, 1865, President Lincoln approved the Joint Resolution of Congress enacting the 13th Amendment as a final constitutional solution to the issue of slavery; and

WHEREAS, the Emancipation Proclamation also led to the expansion of civil rights for all Americans with the enactment of the 14th Amendment guaranteeing all citizens “equal protection of the laws” and the 15th Amendment which prohibited states from disenfranchising voters “on account of race, color, or previous condition of servitude”; and

WHEREAS, in 1979, Texas became the first state to make Juneteenth also known as Freedom Day, Jubilee Day, and Cel-Liberation Day an official holiday commemorating June 19th as the abolishment of slavery in the United States; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream.

NOW, THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Sunday, June 19th, 2022, as:

“Juneteenth Day”

in the City of Manor and urge all citizens to become more aware of the significance of this celebration in African American History and in the heritage of our Nation and City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 15th day of June 2022.

Dr. Christopher Harvey, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing on an ordinance annexing 62.84 acres, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

This property is at the SE corner of US 290 and Old Kimbro Road. A non-annexation development agreement was approved for it in 2017. Since the property has filed for a rezoning application and intends to change the current use, they are required to annex into the city limits per that non-annexation development agreement. The property owner also worked with the City to locate a lift station on the property as part of the Cottonwood WWTP development to provide wastewater service to the tract when it develops.

This Public Hearing is requested to be postponed until July 20th. Notices will be resent out. Since the zoning is also requested to be postponed due to P&Z lack of quorum/action, the applicant would like the annexation to coincide with the zoning request. The new dates for this annexation would be:

Public Hearing and First Reading – 7/20, Second Reading 8/3

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

- Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council postpone public hearing to the July 20, 2022, Regular Council Meeting.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a Public Hearing on an Ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

Applicant: Kimley-Horn and Associates

Owner: Millcreek Residential

BACKGROUND/SUMMARY:

This property is currently being annexed at the request of the property owner. They are proposing approximately 52 acres of Townhome and 10 acres of Medium Commercial at the intersection. The current proposal is for 331 townhome units.

This item is requested to be postponed until July 20th. P&Z did not take up this item at the June 8th meeting due to a lack of quorum so it has been moved to P&Z's July 13th meeting for consideration, then it will come before the Council on July 20th. Second reading will be on August 3rd.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Zoning Map
- Area Map
- Notice
- Labels

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council postpone public hearing to the July 20, 2022, Regular Council Meeting.

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

ORDINANCE NO.**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO TOWNHOME (TH) AND MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), to zoning district Townhome (TH) and Medium Commercial (C-2). The Property is accordingly hereby rezoned to Townhome (TH) and Medium Commercial (C-2).

SECTION 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO.

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PASSED AND APPROVED FIRST READING on this the ___ day of June 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of ___ 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A-1"

Property Legal Description Townhome (TH):

METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;

2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears **North 26°27'38" East** a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 **3/29/2022**
 Frank. W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-021
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg

EXHIBIT "A-2"

Property Legal Description Medium Commercial (C-2):

METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and

2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 3/29/2022
 Frank. W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-021
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg

March 24, 2022

Mr. Scott Dunlop
City of Manor
Planning Department
105 E. Eggleston St.
Manor, TX 78653

Via Electronic Submittal

Re: Application for Rezoning; ±62 acres located east of Old Kimbro Rd, south of US Hwy 290, Manor, TX 78653 (the "Property")

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located east of Old Kimbro Rd, south of US Hwy 290, Manor, TX 78653 (see Location Map attached) and is currently unzoned and in the City of Manor Extra Territorial Jurisdiction (ETJ). The proposed zoning is a combination of Townhome (TH) on the ±53 acre tract (description attached) and Medium Commercial (C-2) zoning on the ±9 acre tract (description attached). The purpose of the rezoning is to allow for a townhome development with associated commercial zoning to allow for a future, neighborhood serving commercial development along the Hwy 290 corridor that will meet the needs of Manor's growing population. An annexation application is being submitting concurrently with the zoning application.

Surrounding zoning is commercial to the north, agriculture to the west, and no zoning to the south and east. Surrounding land uses include agriculture and single family residential to east, south, and west, and commercial to the north.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.



Amanda Couch Brown



10090 W Highway 29 | Liberty Hill, Texas 78642
 TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and

2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Frank. W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

Job Number: 21-021
Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg



10090 W Highway 29 | Liberty Hill, Texas 78642
 TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;

2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Frank. W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

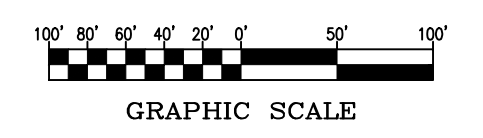
Job Number: 21-021

Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg

DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Table with columns: REVISIONS, DATE, DESCRIPTION. Includes project name, job number, date, and drawing file path.

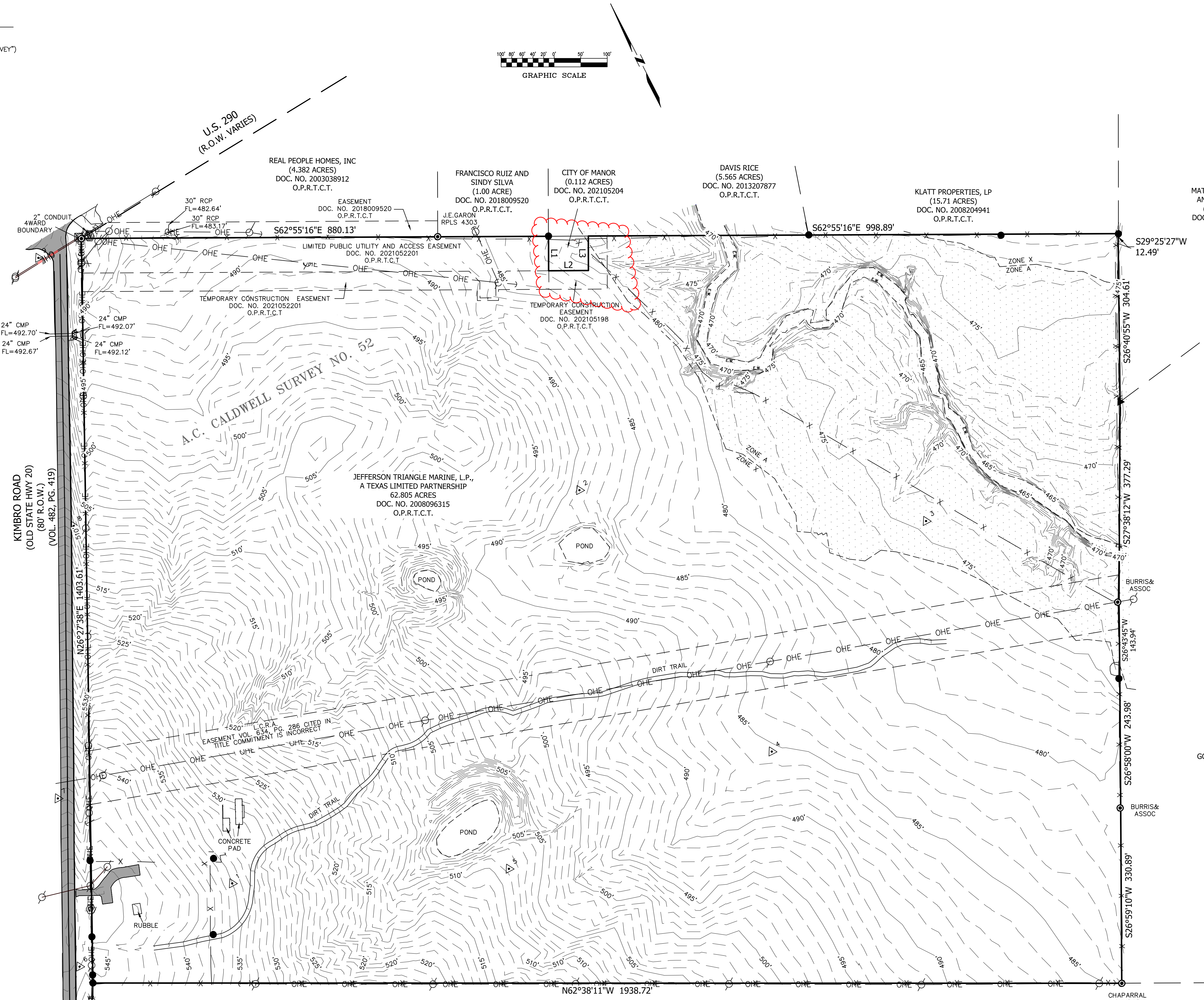
- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH CAP FOUND (OR AS NOTED), 60D NAIL FOUND (OR AS NOTED), FENCE CORNER POST FOUND, CALCULATED POINT NOT SET, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DEED RECORDS OF TRAVIS COUNTY, TEXAS, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, EDGE OF PAVEMENT, EDGE OF WATER COURSES FROM RECORDS.



- LEGEND: GUY ANCHOR, OVERHEAD ELECTRIC, POWER POLE, SIGN POST SIGN, TELEPHONE JUNCTION BOX, WATER METER, WATER VALVE, BARB WIRE FENCE, FLOOD ZONE, ASPHALT PAVING, YELLOW PAINT STRIPE.

Line Table with columns: Line #, Direction, Length. Lists lines L1, L2, and L3.

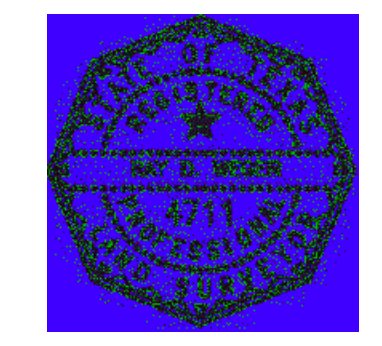
Point Table with columns: Point #, Northing, Easting, Elevation, Raw Description. Lists points 1 through 9.

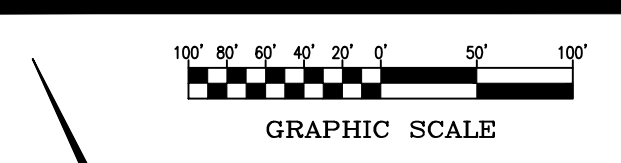


GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B). SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

FLOOD NOTE: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

TOPO CERTIFICATION: THIS MAP WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 19, 2021. RAY D. WEGER, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS NO. 4711.





U.S. 200
(R.O.W. VARIES)

AUSPRO ENTERPRISES LP
(4.382 ACRES)
DOC. NO. 2019013915
O.P.R.T.C.T.

FRANCISCO RUIZ AND
SINDY SILVA
(1.00 ACRE)
DOC. NO. 2018009520
O.P.R.T.C.T.

CITY OF MANOR
(0.112 ACRES)
DOC. NO. 2021052804
O.P.R.T.C.T.

TANI INVESTMENTS, LLC
(5.565 ACRES)
DOC. NO. 2021257244
O.P.R.T.C.T.

KLATT PROPERTIES, LP
(15.71 ACRES)
DOC. NO. 2008204941
O.P.R.T.C.T.

AUSTIN 21 LLC
TRACT 1 (20.235 ACRES)
DOC. NO. 2021136691
O.P.R.T.C.T.

9.38 ACRES
JEFFERSON TRIANGLE MARINE, L.P.,
A TEXAS LIMITED PARTNERSHIP
62.8431 ACRES
DOC. NO. 2008096315
O.P.R.T.C.T.

JEFFERSON TRIANGLE MARINE, L.P.,
A TEXAS LIMITED PARTNERSHIP
62.8431 ACRES
DOC. NO. 2008096315
O.P.R.T.C.T.

AUSTIN 21 LLC
(45.838 ACRES)
DOC. NO. 2021248160
O.P.R.T.C.T.

HORSEFEATHERS FARM, INC
(56.652 ACRES)
DOC. NO. 2002187747
O.P.R.T.C.T.

A.C. CALDWELL SURVEY NO. 52
ABSTRACT 154

LEGAL DESCRIPTION:

IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)

BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. 8000362100979
ISSUE DATE: SEPTEMBER 30, 2021
EFFECTIVE DATE: SEPTEMBER 20, 2021

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:

ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: BOUNDARY AGREEMENT
DATED: DECEMBER 18, 2000
EXECUTED BY: JUDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001
RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.
(SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.
PURPOSE: EASEMENT
RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
(NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREON)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: LOWER COLORADO RIVER AUTHORITY
PURPOSE: ELECTRIC TRANSMISSION
RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS
(SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: DEVELOPMENT AGREEMENT
DATED: SEPTEMBER 20, 2017
EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS
RECORDING DATE: DECEMBER 15, 2017
RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
(NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: EASEMENT AGREEMENT
DATED: MARCH 25, 2020
EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP
RECORDING DATE: MAY 4, 2020
RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
(SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
ENTITLED: TEMPORARY CONSTRUCTION EASEMENT
DATED: FEBRUARY 5, 2021
EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR
RECORDING DATE: JANUARY 1, 2021
RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS
(SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF MANOR
PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT
RECORDING DATE: MARCH 11, 2021
RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)

IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED:

OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF.

OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEDUCTED AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY.

LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER)

m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

2021 ALTA/NSPS TABLE A NOTES:

- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
- ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
- ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED. AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR.
- ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS.
- ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
- ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
- ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
- ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.
SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.
DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.
UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:

TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.

DATE OF PLAT OR MAP: MARCH 8, 2022

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

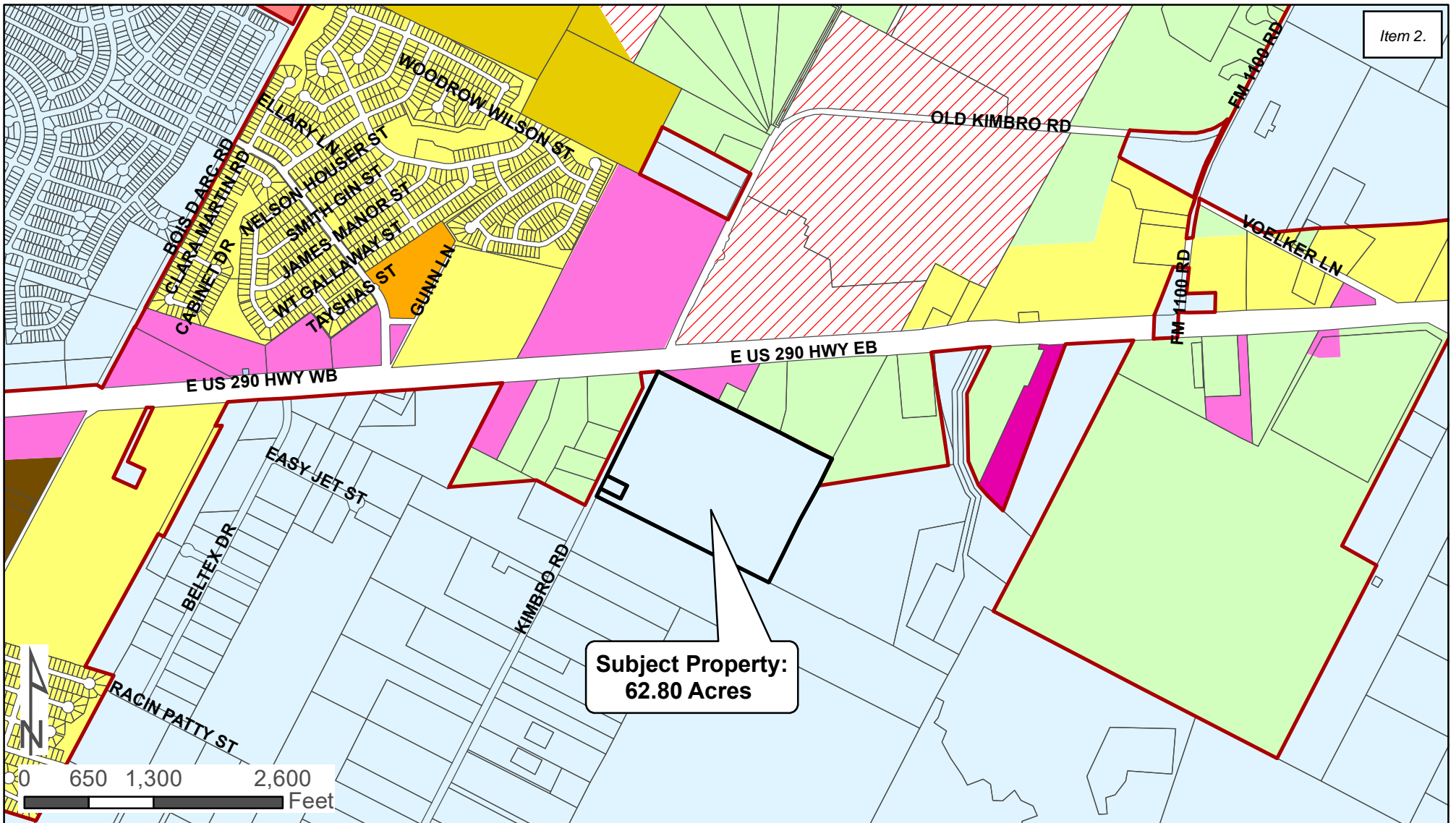
LEGEND
1/2" REBAR FOUND (OR AS NOTED)
1/2" REBAR WITH CAP FOUND (OR AS NOTED)
1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
60D NAIL FOUND (OR AS NOTED)
FENCE CORNER POST FOUND
CALCULATED POINT NOT SET
O.P.R.T.C.T.
DEED RECORDS OF TRAVIS COUNTY, TEXAS
D.R.T.C.T.
PLAT RECORDS OF TRAVIS COUNTY, TEXAS
R.O.W.
P.U.E.
E.P.
E.W.
COURSES FROM RECORDS
CITY ANCHOR
OVERHEAD ELECTRIC
POWER POLE
SIGN POST SIGN
TELEPHONE JUNCTION BOX
WATER METER
WATER VALVE
BARB WIRE FENCE
FLOOD ZONE
ASPHALT PAVING

FRANK W. FUNK
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6803

Item 2
LAND DESIGN SERVICES, INC.
10000 W. HICKMAN ST., LIBERTY HILL, TEXAS 78642
TEL: 512-238-7901
FAX: 512-238-7901

ALTA SURVEY OF 9.38 ACRES OF LAND
SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY,
TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED
TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315
OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Table with columns: PROJECT NAME, JOB NUMBER, DATE, DRAWING FILE PATH, REVISIONS, DESCRIPTION, DATE, DRAWING NAME, SHEET NUMBER.



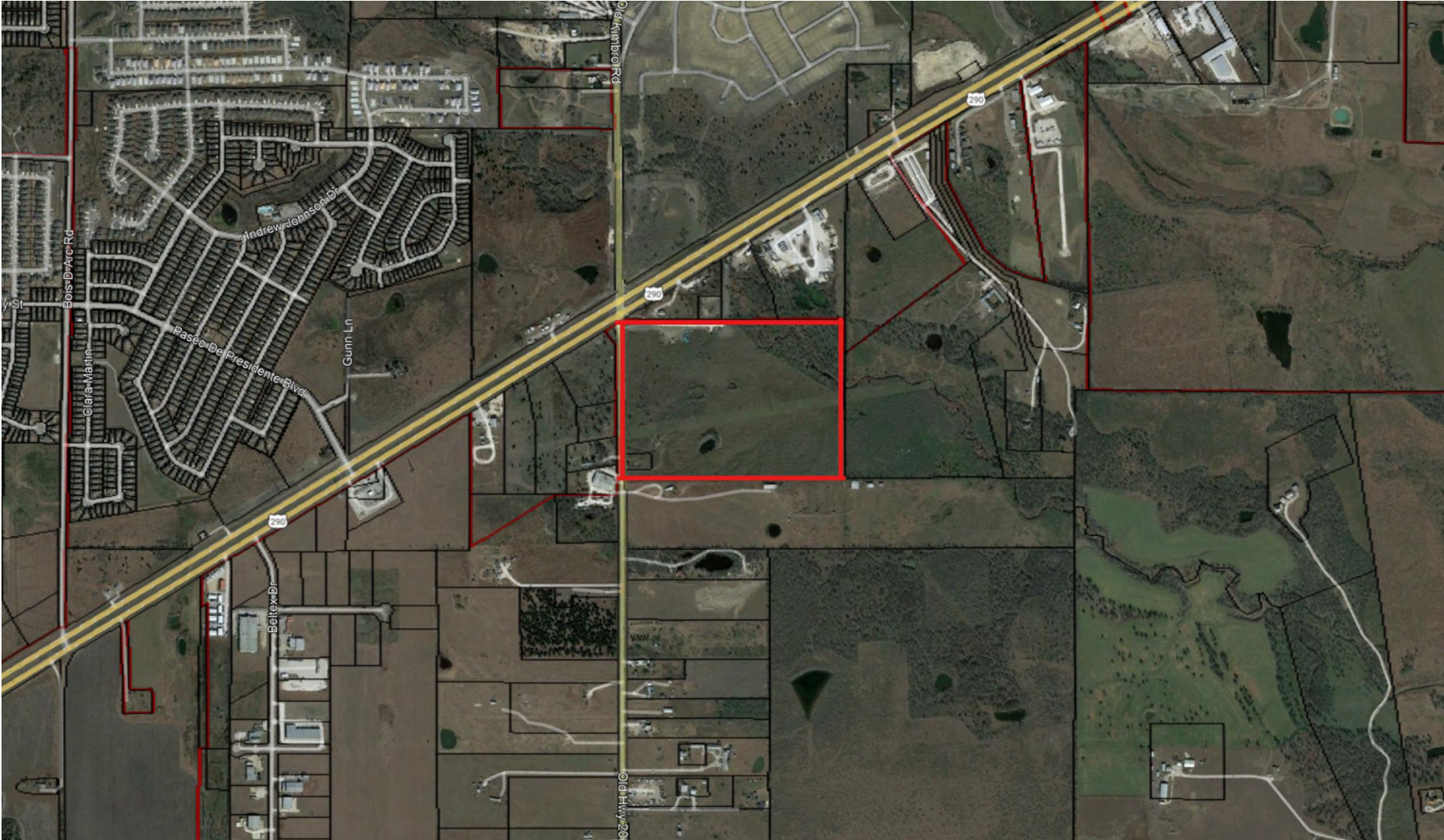
**Subject Property:
62.80 Acres**



Proposed Zoning: Townhome (TH) Medium Commercial (C-2)

Zone

- | | | |
|-------------------------------|---------------------------|--------------------------------|
| A - Agricultural | I-1 - Institutional Small | NB - Neighborhood Business |
| SF-1 - Single Family Suburban | I-2 - Institutional Large | DB - Downtown Business |
| SF-2 - Single Family Standard | GO - General Office | IN-1 - Light Industrial |
| TF - Two Family | C-1 - Light Commercial | IN-2 - Heavy Industrial |
| TH - Townhome | C-2 - Medium Commercial | PUD - Planned Unit Development |
| MF-1 - Multi-Family 15 | C-3 - Heavy Commercial | ETJ |
| MF-2 - Multi-Family 25 | | |





April 27, 2022

City of Manor Development Services

Notification for a Rezoning Application

Case Number: 2022-P-1428-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 62.84 acres, more or less, and being located near the intersection of US Hwy 290 E and Old Kimbro Rd., Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 E and Old Kimbro Rd., Manor, TX to Townhome (TH) and Medium Commercial (C-2).

***Applicant:* Kimley-Horn & Associates**

***Owner:* Millcreek Residential**

The Planning and Zoning Commission will meet at 6:30PM on May 11, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 18, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may also be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

TAPIA TOMAS
12908 OLD KIMBRO RD
MANOR TX 78653-4519

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

JEFFERSON TRIANGLE MARINE LP
9225 KATY FRWY
HOUSTON TX 77024-1521

AUSTIN27 LLC
117 Fort Hood Ln
Georgetown TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

KLATT PROPERTIES LP
2001 PICADILLY DR
ROUND ROCK TX 78664-9511

TANI INVESTMENTS LLC ETAL
7606 Brae Acres Ct
Houston TX 77074-4123

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

CITY OF MANOR
105 E EGGLESTON ST
MANOR TX 78653-3463

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

AUSPRO ENTERPRISES LP
PO BOX 13549
AUSTIN TX 78711-3549

TIMMERMAN COMMERCIAL
INVESTMENTS LP (1729480)
501 VALE ST
AUSTIN TX 78746-5732



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a Public Hearing on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.
Applicant: LJA Engineering
Owner: Butler Family Partnership, Ltd.

BACKGROUND/SUMMARY:

This concept plan was originally approved on January 19th, 2022. This revision adds 5 additional pads sites, turns 1 large tract into 4 tracts, and modifies the land use of "Phase 2" from commercial to multi-family to be consistent with the zoning.

This item was not taken up for action by the P&Z due to a lack of quorum. However, in our Subdivision Code Section 20(a) since this Concept Plan was approved by our engineer then it is automatically approved:
Section 20. - General Procedure

In the event that a Municipal Authority subject to quorum requirements fails to act due to lack of a quorum at the meeting at which an application is posted for action, then: (i) the application will be deemed approved if the City Staff review letter for the application states that the application meets the requirements of this Chapter and applicable state law and recommends approval of the application

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

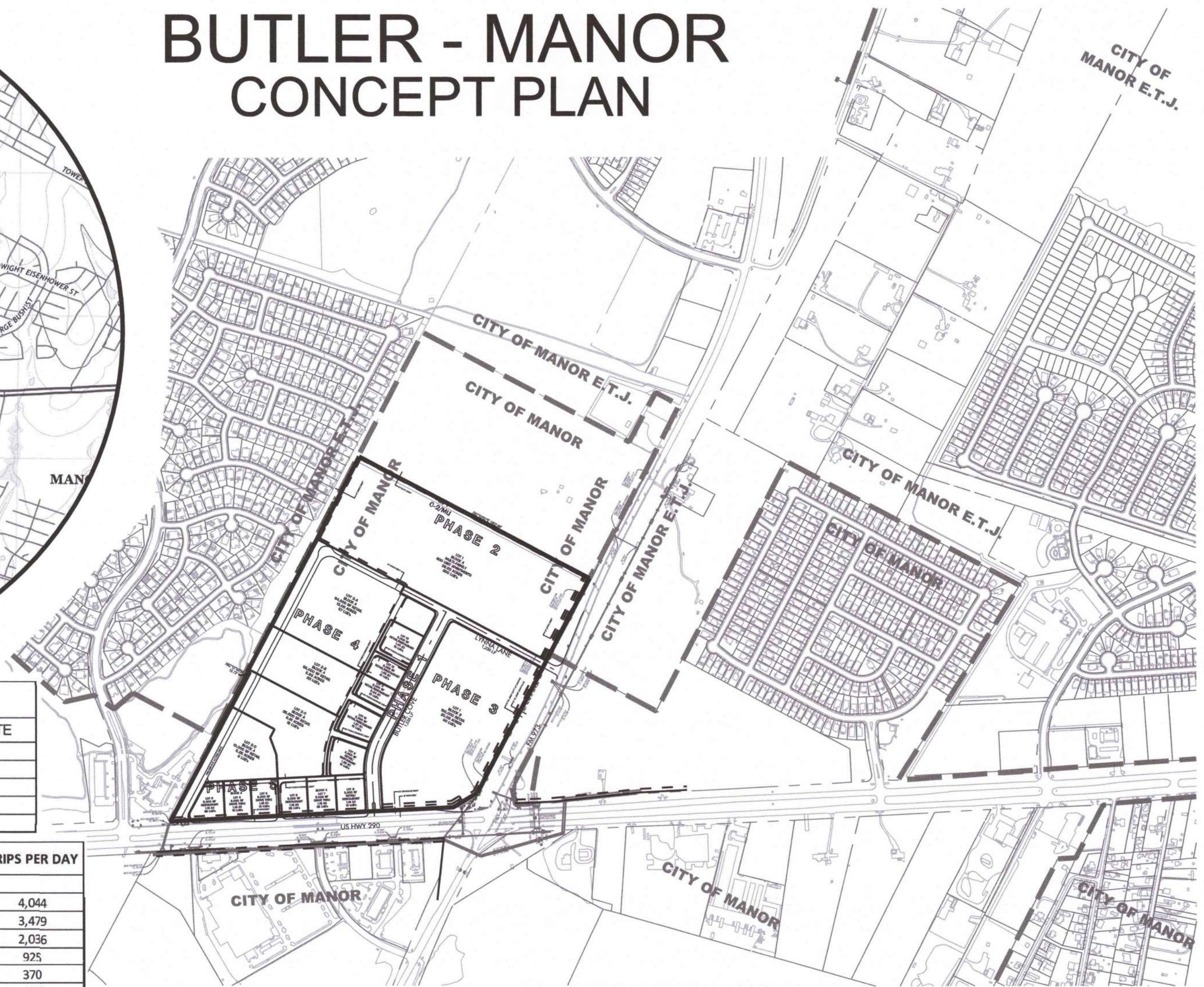
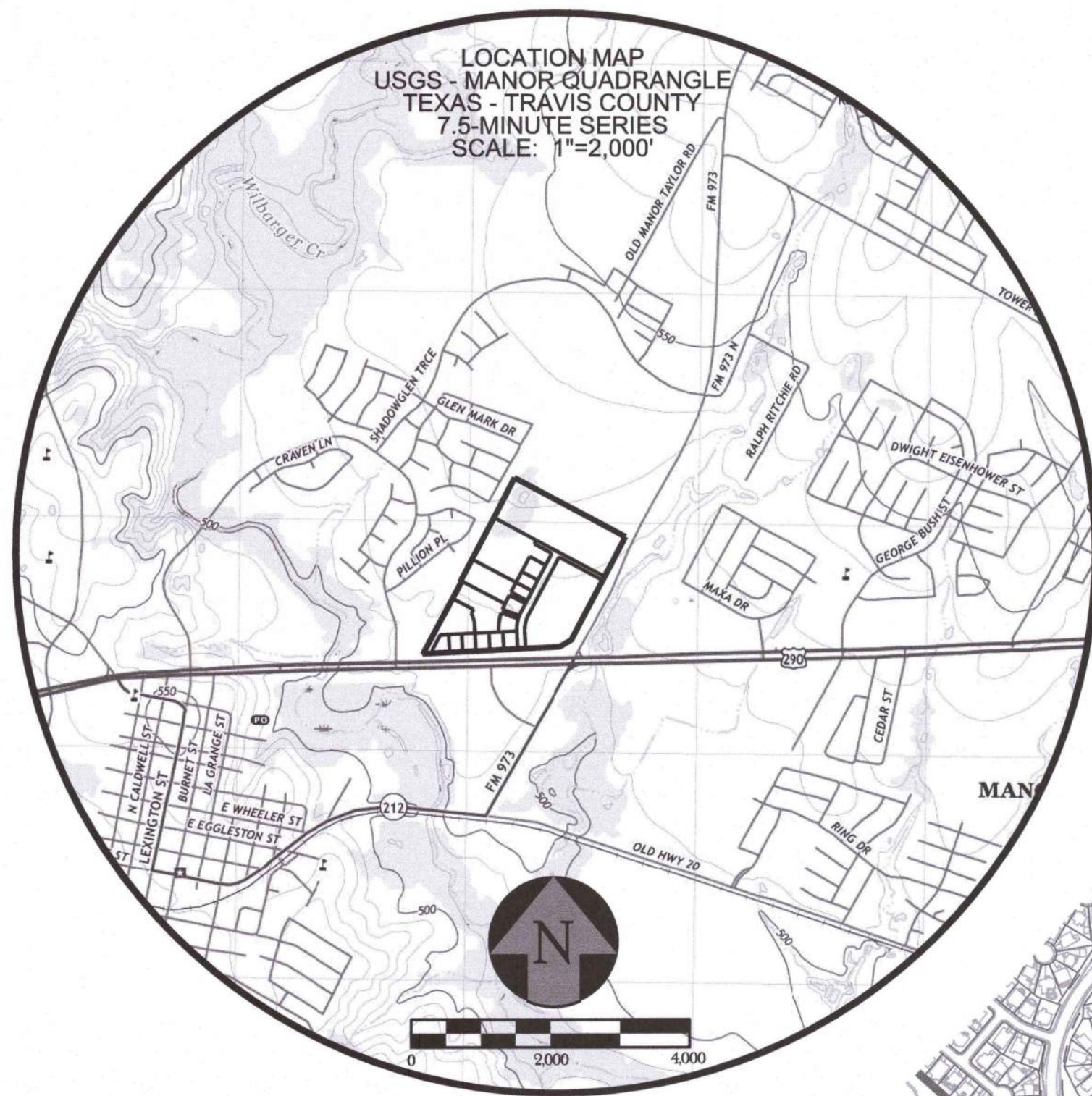
- Plat
- Engineer Conformance Letter
- Notice
- Labels

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council conduct a public hearing on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
			X

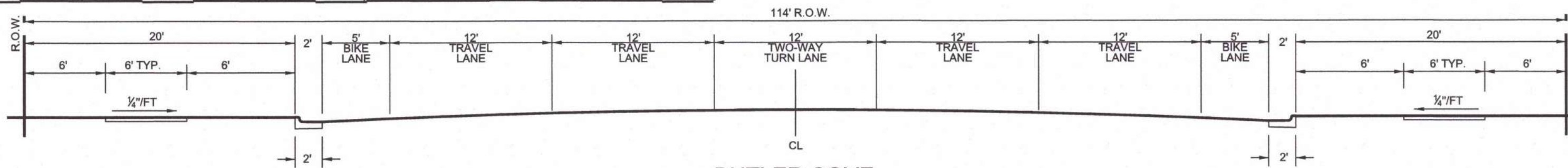
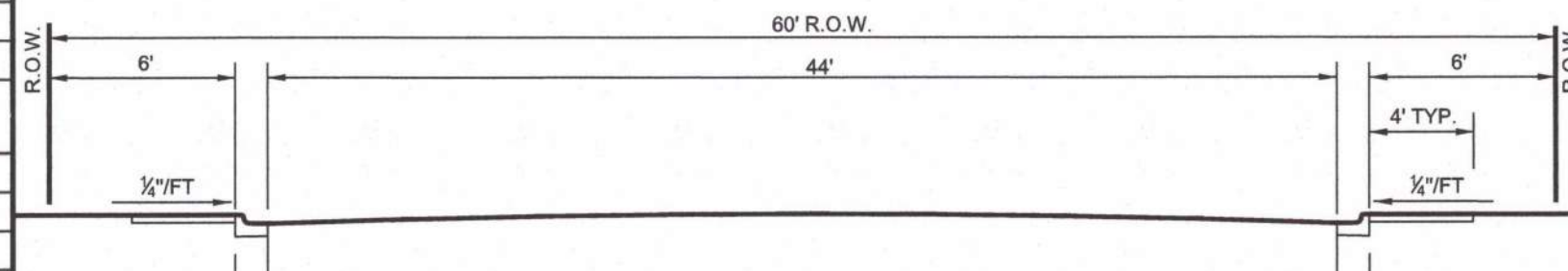
BUTLER - MANOR CONCEPT PLAN



PHASING PLAN

PHASE	LOT/BLOCK	ESTIMATED COMPLETION DATE
1	BUTLER COVE/LYNNA LANE/UTILITIES	JULY 2023
2	LOT 1 / BLOCK A	JUNE 2024
3	LOT 1 / BLOCK B	DECEMBER 2023
4	LOT 2A-2D / BLOCK A	JUNE 2025
5	LOT 3-13 / BLOCK A	JUNE 2025

LOT	AREA (AC)	PROPOSED LAND USE	DENSITY SF/UNITS	LUE'S	TRIPS PER DAY
BLOCK A					
LOT 1	26.52	MULTI-FAMILY	600	300	4,044
LOT 2A	12.08	RETAIL	94,000 SF	57	3,479
LOT 2B	5.92	RETAIL	55,000 SF	33	2,036
LOT 2C	6.91	RETAIL	25,000 SF	15	925
LOT 2D	5.25	RETAIL	10,000 SF	6	370
LOT 3	1.15	SIT DOWN RESTAURANT	5,000 SF	25	536
LOT 4	1.13	FAST FOOD DRIVE THRU	5,000 SF	10	2,252
LOT 5	1.13	FAST FOOD DRIVE THRU	5,000 SF	10	2,337
LOT 6	1.19	SIT DOWN RESTAURANT	5,000 SF	25	536
LOT 7	1.19	FAST FOOD DRIVE THRU	5,000 SF	25	2,337
LOT 8	1.19	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 9	1.36	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 10	1.27	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 11	0.94	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 12	1.05	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 13	1.44	RETAIL/RESTAURANT	5,000 SF	10	360
BLOCK B					
LOT 1	20.03	RETAIL	150,000 SF	90	5,552
ROW	5.40				
Total	95.15			656	26,564



Note:
According to the FEMA LOMA Revalidation letter dated January 15, 2020, there is no FEMA floodplain located on the subject property.

CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON THIS THE ____ DAY OF _____, 20__ A.D.

APPROVED: _____ ATTEST: _____
CHAIRPERSON _____ CITY SECRETARY _____

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS ON THIS THE ____ DAY OF _____, 20__ A.D.

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY _____



BUTLER - MANOR
E US 290 & 13100 N FM 973
OVERALL CONCEPT PLAN



OWNER: 40AC TRACT:
BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT
C/O: BUTLER FAMILY PARTNERSHIP, LTD

LJA Engineering, Inc.
7500 Riatio Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
FRN-F-1386

DEVELOPER/OWNER:
BUTLER FAMILY PARTNERSHIP, LTD.
ATTN: MATT HARRIS
P.O. BOX 9190
78720-9190
(737) 207-8676
mharris@caplowright.com

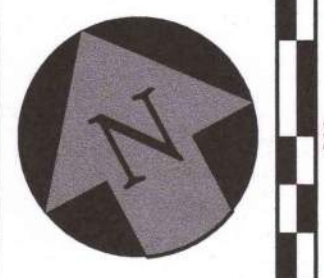
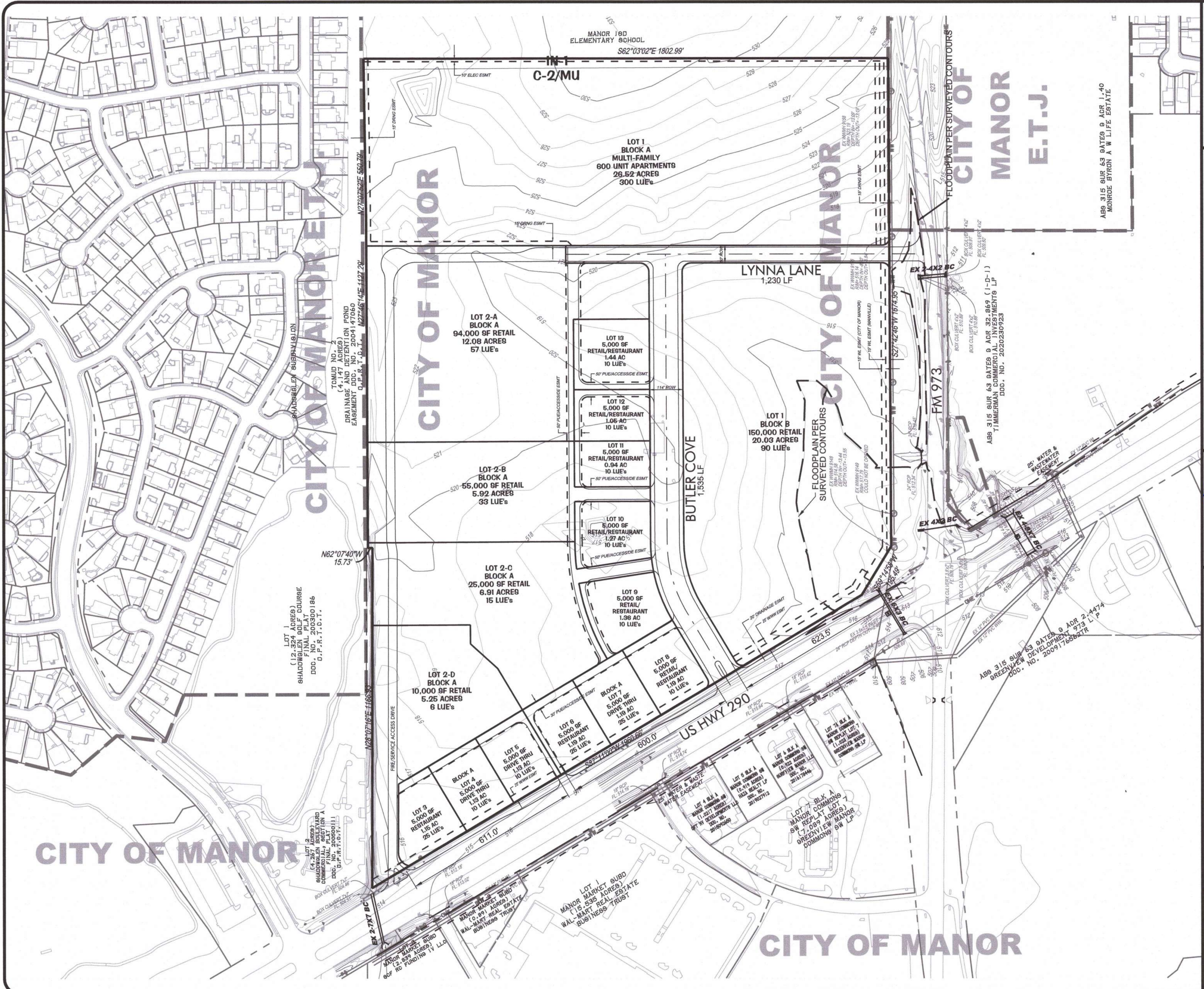
SURVEYOR:
LAND DESIGN SERVICES, INC.
11000 W HIGHWAY 28
LIBERTY HILL, TX 78642
(512) 238-7901

JOB NUMBER:
A512-1004

SHEET NO.

1

OF 2 SHEETS



BUTLER - MANOR
E US 290 & 13100 N FM 973
200 SCALE CONCEPT PLAN



LJA Engineering, Inc.
 7500 Riata Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
 FRN-1-1386

OWNER 40AC TRACT:
 BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT
 C/O: BUTLER FAMILY PARTNERSHIP, LTD.

DEVELOPER/OWNER:
 BUTLER FAMILY PARTNERSHIP, LTD.
 ATTN: MATT HARRIS
 P.O. BOX 9190
 AUSTIN, TX 78768-9190
 mharris@bfpfamily.com

SURVEYOR:
 LAND DESIGN SERVICES, INC.
 ATTN: JAMES W. HARRIS
 10809 W. HIGHWAY 29
 AUSTIN, TX 78758
 (512) 238-7001

JOB NUMBER:
 A512-1004

SHEET NO.
2

OF 2 SHEETS



Texas Engineering Firm #4242

1500 County Road 269
Leander, TX 78641

PO Box 2029
Leander, TX 78646-2029

Date: Friday, May 27, 2022

Don Sansom
LJA Engineering
7500 Rialto Blvd #2-100
Austin TX 78735
dsansom@LJA.com

Permit Number 2022-P-1438-CP
Job Address: 13100 N. FM Rd 973, Manor 78653

Dear Don Sansom,

We have conducted a review of the concept plan for the above-referenced project, submitted by Don Sansom and received by our office on May 18, 2022, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.
Senior Engineer
Jay Engineering, a Division of GBA



May 26, 2022

City of Manor Development Services

Notification for a Subdivision Concept Plan

Case Number: 2021-P-1438-CP
Case Manager: Scott Dunlop
Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Revised Subdivision Concept Plan for the Butler - Manor Subdivision located near the intersection of US Hwy 290 and N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

***Applicant:* LJA Engineering**

***Owner:* Butler Family Partnership, Ltd.**

The Planning and Zoning Commission will meet at 6:30PM on June 8, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 15, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Concept Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

BOARD OF TRUSTEES OF THE MANOR ISD
TCAD PID 951281
C/O BUTLER FAMILY PARTNERSHIP
P.O. BOX 9190
AUSTIN, TX 78766-9190

OZIE MONROE SR FAMILY TRUST
TCAD PID 236853
C/O MARILYN MONROE HALL
P.O. BOX 254
MANOR, TX 78653-0254

TIMMERMAN COMMERCIAL INVESTMENTS
LP
TCAD PID 236854
501 VALE ST
AUSTIN, TX 78746-5732

GREENVIEW MANOR COMMONS SW, LP
TCAD PID 874848 & 874849
P.O. BOX 162304
AUSTIN, TX 78716-2304

SURFVIEW MANOR, LLC
TCAD PID 860814
19 BAY VISTA DR
MILL VALLEY, CA 94941-1604

HAZA REALTY, LP
TCAD PID 860813
4415 HIGHWAY 6
SUGAR LAND, TX 77478-4476

CFT NV DEVELOPMENTS, LLC
TCAD PID 860812
1683 WALNUT GROVE AVE
ROSEMOND, CA 91770-3711

WAL-MART REAL ESTATE BUSINESS
TRUST MS 0555
TCAD PID 830450 & 830451
P.O. BOX 8050
BENTONVILLE, AR 72712-8055

SCF RC FUNDING IV, LLC
TCAD PID 830449
902 CARNEGIE CENTER BLVD #520
PRINCETON, NJ 08540-6531

COTTONWOOD HOLDINGS, LTD
TCAD PID 725370
C/O DWYER REALTY COMPANIES
9900 US HWY 290 E.
MANOR, TX 78653-9720

ASC MEDICAL 8 HOLDINGS, LLC
TCAD PID 710219
885 WOODSTOCK RD #430-330
ROSWELL, GA 30075-2277

SHADOWGLEN GOLF, LP
TCAD PID 568065
12801 LEXINGTON ST
MANOR, TX 78653-3333

SHERMAN & SYLVIA M WHITE JR
TCAD PID 697020
13720 SHADOWGLADE PL
MANOR, TX 78653-3768

MICKEY JONATHAN & RACHEL MOLAD
TCAD PID 697021
13724 SHADOWGLADE PL
MANOR, TX 78653-3768

SONNY & APRIL ANN WILLIS
TCAD PID 697022
13728 SHADOWGLADE PL
MANOR, TX 78653-3768

REALTRON, INC
TCAD PID 697023
13276 RESEARCH BLVD #105
AUSTIN, TX 78750-3225

PHILLIP P & IRMA EWING
TCAD PID 697024
13721 SHADOWGLADE PL
MANOR, TX 78653-3768

ARTURO SANCHEZ &
SAN JUANA PEREZ SANCHEZ
TCAD PID 697025
13717 SHADOWGLADE PL
MANOR, TX 78653-3768

TRAVIS CO MUD #2
TCAD PID 724199
C/O SUE BROOKS LITTLEFIELD
100 CONGRESS AVE #1300
AUSTIN, TX 78701-2744

LAMONT & SHARLA M. RANDLE
TCAD PID 697026
11709 PILLOW PL
MANOR, TX 78653

THOMAS & AMANDA MULLEN
TCAD PID 697027
11713 PILLOW PL
MANOR, TX 78653-3767

HUMBERTO SUAREZ
TCAD PID 697028
11717 PILLION PL
MANOR, TX 78653-3767

MICHAEL & LAUREN MANKER
TCAD PID 697029
11721 PILLION PL
MANOR, TX 78653-3767

MARILYN D. MCARTHUR
TCAD PID 697030
11725 PILLION PL
MANOR, TX 78653-3767

GARY L. STIGGERS
TCAD PID 697031
11729 PILLION PL
MANOR, TX 78653-3767

WILLIAMS WESLEY TAYLOR JR &
JERY ANN TAYLOR
TCAD PID 697032
11733 PILLION PL
MANOR, TX 78653-3767

MAURA & TERRENCE HAYS III
TCAD PID 697033
11737 PILLION PL
MANOR, TX 78653-3767

DAFFNEY A HENRY
TCAD PID 697034
13745 SHADY RIDGE
MANOR, TX 78653-3770

BENJAMIN & MARISA DEL LA GARZA
TCAD PID 697054
11708 PILLION PL
MANOR, TX 78653-3767

ALLEN C AMBUHL & DEBRA K YOUNG
TCAD PID 697055
11712 PILLION PL
MANOR, TX 78653-3767

GEORGE BROWN JR
TCAD PID 697056
P.O. BOX 1158
MANOR, TX 78653-1158

ANTHONY & VICTORIA HUNT
TCAD PID 697057
11720 PILLION PL
MANOR, TX 78653-3767

SEAN & SUMMER CURTIS
TCAD PID 700577
913 N. INYO ST
RIDGECREST, CA 93555-3000

CARMEN & RODOLFO ACOSTA
TCAD PID 700578
13820 FIELD SPAR DR
MANOR, TX 78653-3881

BRETT R. BENEDETTI
TCAD PID 700579
13824 FIELD SPAR DR
MANOR, TX 78653-3881

DAISY PRIETO & SALVADOR U FLORES
TCAD PID 700580
13828 FIELD SPAR DR
MANOR, TX 78653-3881

ASPAZIA BITA
TCAD PID 700581
13832 FIELD SPAR DR
MANOR, TX 78653-3881

TODD CURTIS PHILLIPS &
SAMANTHA ANNETTE PHILLIPS
TCAD PID 700582
11501 SUN GLASS DR
MANOR, TX 78653-3884

AKINYEMI P. AJAI & PRISCILLA O AJAI
TCAD PID 700616
11505 SUN GLASS DR
MANOR, TX 78653-3884

JENNIFER & MICHAEL WHITE
TCAD PID 700648
11509 SUN GLASS DR
MANOR, TX 78653-3884

MAYRA HERNANDEZ
TCAD PID 700621
11513 GLASS DR
MANOR, TX 78653

GLADYS & JEFFREY LEWIS
TCAD PID 700622
11517 SUN GLASS DR
MANOR, TX 78653-3884

CORETTA BELL-SEXTON &
JOHNNY F SEXTON JR
TCAD PID 700623
11601 SUN GLASS DR
MANOR, TX 78653-3885

KRISTIN L & SCOTT P VANDENBERG
TCAD PID 700624
11605 SUN GLASS DR
MANOR, TX 78653-3885

CHARLIE HOLMES &
MARK BURGESSPORTER
TCAD PID 700625
C/O STEPHENS LAMB
P.O. BOX 27626
MACON, GA 31221-7626

BRENT WILLIAM SPEAD &
SHYLA ANAHITA SPEAD
TCAD PID 700626
11613 SUN GLASS DR
MANOR, TX 78653-3885

STEPHEN C & SANDRA L ITNYRE
TCAD PID 700627
11617 SUN GLASS DR
MANOR, TX 78653-3885

CHARLES L & AURSHA R WALDON
TCAD PID 700628
11621 SUN GLASS DR
MANOR, TX 78653-3885

AGATA GRUZA & ERIC MICHAEL DALEY
TCAD PID 700620
13824 LONG SHADOW DR
MANOR, TX 78653-3883

DAVID L & JOSIE U HANEY
TCAD PID 700649
13825 TERCEL TRACE
MANOR, TX 78653-3879

PROPERTY OWNER
TCAD PID 700650
13821 TERCEL TRACE
MANOR, TX 78653

TORVALD TOMAS VALENTIJ HESSEL &
RYAN ELISABETH FLEMING
TCAD PID 700670
16408 CHRISTINA GARZA DR
MANOR, TX 78653-2162

WILLIE & CARMEN MARIA KENDRICK
TCAD PID 700671
13824 TERCEL TRACE
MANOR, TX 78653-3879

CHAE KYUNG KIM & CHOONG N CHANG
TCAD PID 700591
13817 FIELD SPAR DR
MANOR, TX 78653-3881

MIHCAEL & LINDSAY JONES
TCAD PID 700590
13821 FIELD SPAR DR
MANOR, TX 78653-3881



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- June 1, 2022, City Council Workshop – Charter Review; and
- June 1, 2022, City Council Regular Meeting

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- June 1, 2022, City Council Workshop – Charter Review; and
- June 1, 2022, City Council Regular Meeting

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the June 1, 2022, City Council Workshop – Charter Review; and June 1, 2022, City Council Regular Meeting.

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



**CITY COUNCIL
WORKSHOP SESSION MINUTES
CHARTER REVIEW
JUNE 1, 2022**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Veronica Rivera, Assistant City Attorney
- Ryan Phipps, Chief of Police
- Scott Dunlop, Development Services Director
- Tracey Vasquez, HR Manager
- Lydia Collins, Director of Finance
- Sarah Friberg, Court Administrator

WORKSHOP SESSION – 5:00 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:09 p.m. on Wednesday, June 1, 2022, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey let the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

REGULAR AGENDA

1. Discussion of Home Rule Charter and Recommendations

The discussion was held regarding the proposed amendments.

- Article III. The City Council – Section 3.05 Vacancies in Office

The City Council concur that the following would be considered for amendment.

(c) If a vacancy occurs for an unexpired term of 12 months or less for a position other than the mayor when there are less than two place [s] on council filled by appointment, then the vacancy may be filled by either special election called for such purpose or by the majority of the remaining council members appointing a qualified person to fill the vacancy. ~~Vacancies filled by appointment must be filled within 45 days from the date the vacancy occurs.~~

- Article III. The City Council – Section 3.06 Quorum and Attendance.

The City Council concur that the following would be considered for amendment.

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 each committee meeting to which council member is assigned, and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office. *The council shall adopt a policy for determining whether an absence is without good and sufficient cause and may be excused. In the event that a council member is absent from thirty percent (30%) of all regular meetings, special meetings, and committee meetings to which the council member is assigned, the council may revoke its approval of prior excused absences and deem such absences to be without good and sufficient cause for the purposes of Sections 3.04 of the city charter. A council member may not have excused absences revoked until they have been in office at least six months.*

- Article IV. The Authority and Limitations of the City Council – Section 4.01 Mayor.

The City Council concur that the following would be considered for amendment.

The mayor serves as the ceremonial head of the city, and shall preside at all meetings of the council and provide the leadership necessary to good government. He or she shall work with the council to obtain legislation in the public interest and with the city manager to ensure the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city, sign all ordinances and resolutions, work and coordinate with the city manager and the council, but may not bind or obligate the city in any way without prior authorization from the council and to the extent provided by state law in time of declared emergency, may take command of the police and govern the city by proclamation, maintain order and enforce all laws; provided that the mayor must immediately call for an emergency meeting of the city council to consider the appropriate actions for the city during the emergency; and perform ceremonial duties.

The discussion was held regarding the reasons for language to be added back to the Charter.

Chief of Police Phipps expressed his concerns regarding the proposed language.

- Article IV. The Authority and Limitations of the City Council – Section 4.02 Mayor Pro-Tem.

The City Council concur that the following would be considered for amendment.

At its first regular meeting after all the members of the council elected at a general election have taken office, or after a vacancy in the office of mayor pro-tem, the council shall elect one of its members to be mayor pro-tem for a ~~one~~ two-year term, or to fill the unexpired term resulting from the vacancy. The mayor pro-tem shall be the council member who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro-tem shall perform the duties of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability or refusal of the mayor to act in respect to any matter or duty, the mayor pro-tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until the office is filled.

- Article III. The City Council – Section 3.09 Compensation.

The City Council concur that the following would be considered for amendment.

The discussion was held regarding the clarification of removing the entire section from the charter.

~~The mayor shall not be paid and each other council member shall not be paid. They shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of official duties, as budgeted and duly authorized. No staff or assistant shall be provided for any member of the council.~~

- Article VII. Administrative Services - Section 7.07. City Secretary

City Secretary Almaraz discussed the attached samples of other cities charters regarding the City Secretary Section.

City Secretary Almaraz discussed the attached Ordinance No. 296 and Ordinance No. 501.

The discussion was held regarding the organizational chart.

The discussion was held regarding the appointment of the City Secretary.

The discussion was held regarding the clarification of the working relationship between the City Secretary and the City Council.

The discussion was held regarding the clarification of the City Secretary's level of position.

The City Council concur that the following would be considered for amendment.

The office and department of City Secretary shall be established and maintained. The City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary. The City Secretary shall keep the records of the council and shall have such other duties and responsibilities as may be assigned by this Charter, the Council and the city manager.

Mayor Harvey requested for proposed language to be emailed to all council for review.

- Article VII. Administrative Services - Section 7.10. Municipal Court

The discussion was held regarding the Court proposed amendments.

The discussion was held regarding the hiring process of the Municipal Judge.

Director of Finance Collins stated she would provide a final redline version of Charter recommendations at the next workshop.

- Article III. The City Council – Section 3.10 Automatic Resignation.

The discussion was held regarding adding additional language to state that if council did not maintain requirements of qualifications regarding residency, they would automatically be removed.

The discussion was held adding temporarily housing incase of emergencies.

The discussion was held regarding the clarification of Section 3.03. Qualifications (c).

The City Council concur that the section will stay the same.

2. Discussion of Future Topics.

Mayor Harvey suggested for the following Sections to be review and finalized on the next workshop.

- Article IV. The Authority and Limitations of the City Council – Section 4.01 Mayor.
- Article VII. Administrative Services - Section 7.07. City Secretary
- Article VII. Administrative Services - Section 7.10. Municipal Court

3. Set Workshop Schedule

Charter Review Workshop was set for July 6, 2022, at 5:00 p.m.

There was no further discussion.

ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 7:02 p.m. on Wednesday, June 1, 2022.

These minutes approved by the Manor City Council on the 15th day of June 2022. *(Audio recording archived)*

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

SAMPLES OF OTHER CITIES CHARTERS – CITY SECRETARY

CENTRAL TEXAS CITIES

City of Georgetown

The Council shall appoint the City Secretary, who shall serve at the pleasure of the Council. The City Secretary shall keep the records of the Council and shall have such other duties and responsibilities as may be assigned by this Charter and the Council. The City Secretary shall appoint such assistants as may be authorized by the Council.

City of Austin

The council shall appoint the city clerk who shall serve at the pleasure of the council. The city clerk shall keep the records of the council, and shall have such other duties and responsibilities as may be assigned by this Charter and the council.

City of Leander (same as Manor)

The office and department of city secretary shall be established and maintained. The city secretary may appoint such assistant city secretaries as are authorized. The duties of the city secretary shall be as set forth in this charter and as established by ordinance. Such duties shall include, but not be limited to, the giving notice of all council meetings; keeping the minutes of the proceedings of council meetings and the archives of the city; authenticating by his or her signature, and recording in full in books kept and indexed for the purpose, all ordinances and resolutions; performing such other duties as shall be assigned to the position by state law; maintaining appropriate files of all contracts and other legal documents resulting from and/or having a bearing on actions of the council; and assisting the city manager in gathering of appropriate records, files and resources which pertain to city business or specific council meeting agenda items.

City of Bastrop

The City Manager shall appoint, subject to confirmation by the City Council, an officer of the City and such assistants as deemed necessary, who shall have the title of City Secretary. The City Secretary and assistants shall give notice of Council meetings, shall keep minutes of its proceedings, shall authenticate by signature and shall record in full in a book kept for that purpose all ordinances and resolutions, shall preserve and keep in order all books, papers, records and files of the Council, shall have custody of the seal of the City and shall affix same to such documents and obligations as legally authorized. The City Secretary and assistants shall perform such other duties as shall be required by this Charter, the Council or the City Manager.

SAMPLES OF OTHER CITIES CHARTERS – CITY SECRETARY

City of Elgin

The city manager, with the consent of council, shall appoint the city secretary and such assistant city secretaries as may be necessary and advisable. The duties of the city secretary, or an assistant city secretary, shall include, but not be limited to, the following:

1. He shall give notice of council meetings.
2. Record the minutes of all official meetings of the council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes;
3. Be the custodian of all official records of the council;
4. Recommend to the council rules and regulations to be adopted by ordinances to protect the safety and security of the municipal records;
5. Hold and maintain the city seal and affix to all instruments requiring such seal; and
6. He shall perform such other duties as the city manager shall assign and those elsewhere provided for in this Charter.

City of Pflugerville

The city manager shall appoint the city secretary and may appoint assistant city secretaries, as needed. The city secretary shall serve at the will of the city manager and shall perform the following duties:

1. Post or cause to be posted notice of city council and city board or commission meetings, as required by the Texas Open Meetings Act, Chapter 551, Government Code.
2. Keep or cause to be kept minutes of city council meetings and ensure that minutes of city board or commission meetings are kept.
3. Authenticate by personal signature and record or cause to be recorded in full, in a book indexed for this purpose, all ordinances and resolutions.
4. Serve as an agent of the officer of public records in accordance with the requirements of the Texas Open Records Act, Chapter 552, Government Code, and the records management officer under the Local Government Records Act, Subtitle C, Title 6, Local Government Code.
5. Perform all duties prescribed by this charter.
6. Perform other duties as required by the city council or assigned by the city manager.

SAMPLES OF OTHER CITIES CHARTERS – CITY SECRETARY

City of Round Rock

The City Manager shall appoint the City Clerk and such Assistant City Clerks as the City Council shall deem advisable. The duties of the City Clerk, and Assistant City Clerks, shall be as follows:

(a)to give notice of City Council meetings;(b)to keep the minutes of the proceedings of such meetings;(c)to authenticate by his or her signature and record in full a book kept and indexed for the purpose, all ordinances and resolutions; and(d)to perform such other duties as the City Council shall assign, and those elsewhere provided for in this Charter.

NORTH TEXAS CITIES

City of Lewisville

The city council shall appoint the city secretary. The city secretary shall give notice of council meetings, shall keep the minutes of the proceedings of such meetings, shall authenticate by his signature and record in full in a book kept and indexed for the purpose, all ordinances, and resolutions, and shall perform such other duties as the city council shall assign to him, and those elsewhere provided in this charter.

Town of Flower Mound

The Council shall appoint a Town Secretary who shall act as the Secretary to the Council and shall hold office at the pleasure of the Council.

The duties of the Town Secretary shall be as follows:

(1)Record the minutes of all official meetings of the Council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes;(2)Be the custodian of all municipal records and provide for the safety and security thereof; and maintain the Town seal and affix to all instruments requiring the seal.

- Compensation of Town Secretary.

The Council shall set the compensation of the Town Secretary according to the person's experience, education, and training.

SAMPLES OF OTHER CITIES CHARTERS – CITY SECRETARY

North Richland Hills

The mayor shall appoint and remove the city secretary and such assistant city secretaries as deemed advisable with approval of two-thirds (2/3) majority of the council. The city secretary, or an assistant city secretary, shall give notice of council meetings, shall keep the minutes of the proceedings of such meetings, shall authenticate by his signature and record in full in a book kept and indexed for the purpose, all ordinances and resolutions, and shall perform such other duties as the city manager shall assign to him, and those elsewhere provided for in this chapter [Charter].

***There is no ordinance regarding duties. The duties of the position is in the job description.

***In 2020, the City Council approved a functional title of Chief Governance Officer and my official title is City Secretary/Chief Governance Officer.

City of Grapevine

The City Manager shall appoint the City Secretary, and such assistant City Secretaries as the City Council shall deem advisable. The City Secretary, or an Assistant City Secretary, shall give notice of Council meetings, shall keep the minutes of the proceedings of such meetings, shall authenticate by his signature and record in full a book kept and indexed for the purpose, all ordinances and resolutions, and shall perform such other duties as the City Manager shall assign to him, and those elsewhere provided for in this charter.

***There is no ordinance regarding duties. The duties of the position is in the job description.

City of Azle

The, City Manager shall appoint the City Secretary and such assistant City Secretaries as the City Council shall deem advisable. The City Secretary or Assistant City Secretary, shall give notice of Council meetings, shall keep the minutes of the proceedings of such meetings, shall authenticate by signature and record in full in a book kept and indexed for the purpose, all ordinances and resolutions, and shall perform such other duties as the City Manager shall assign and those elsewhere provided for in this charter.

City of Coppell

The city manager shall appoint an officer of the city who shall have the title of city secretary. The city secretary shall give notice of the council meetings, shall keep minutes of its proceedings, shall authenticate by signature and record in full, all ordinances and resolutions in a book kept for that purpose, and shall perform such other duties as shall be required by this Charter or by the city manager. The city secretary may be removed from office by the city manager.

ORDINANCE 296

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, PROVIDING FOR THE APPOINTMENT AND POWERS AND DUTIES OF THE CITY SECRETARY; PROVIDING FOR BOND; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (herein the "City") is a type "A" general law municipality; and

WHEREAS, the City has limited staff and as such the City Secretary shall hold other offices of 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 hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Office of City Secretary Established. There is hereby established the office of the City Secretary of the City of Manor.

Section 3. Appointment. The City Council shall appoint the City Secretary by majority vote. The position of City secretary shall be an at-will position, removable with or without cause, serving at the leisure of the City Council. Any vacancy in the office of secretary shall be filled by the City Council.

Section 4. Powers and Duties of the City Secretary.

- a. The secretary of the City shall attend each meeting of the governing body of the City and shall keep, in a record provided for that purpose, accurate minutes of the governing body's proceedings.
- b. The secretary shall:
 - 1) Engross and enroll all laws, resolutions, and ordinances of the governing body;
 - 2) Keep the corporate seal;
 - 3) Take charge of, arrange, and maintain all records of the governing body;
 - 4) Countersign all commissions issued to the City officers and all licenses issued by the mayor, and keep a record of those commissions and licenses; and
 - 5) Prepare all notices required under any regulation or ordinance of the City.

- c. The secretary shall notify the Texas Judicial Council of the name of each person who is elected or appointed as mayor, municipal court judge, or clerk of the municipal court of the City. The secretary shall notify the judicial council within 30 days after the date of the person's election or appointment.
- d. The secretary shall draw all the warrants on the treasurer, countersign the warrants, and keep, in a record provided for that purpose, and accurate account of the warrants.
- e. The secretary serves as the general accountant of the City and shall keep regular accounts of the City receipts and disbursements. The secretary shall keep each cause of receipt and disbursement separately and under proper headings. The secretary shall also keep separate accounts with each person, including each officer, who has monetary transactions with the City. The secretary shall credit accounts allowed by proper authority and shall specify the particular transaction to which each entry applies. The secretary shall keep records of the accounts and other information covered by this ordinance.
- f. The secretary shall keep a register of bonds and bills issued by the municipality and all evidence of debt due and payable to the City, noting the relevant particulars and facts as they occur.
- g. The secretary shall carefully keep all contracts made by the governing body.
- h. The secretary shall perform all other duties required by state law, or by ordinance, resolution, or order of the governing body.

Section 5. Ex Officio City Treasurer. In the absence of an appointed City Treasurer, the City secretary shall serve as the ex officio City treasurer and as such shall:

- a. Execute a bond:
 - 1) The bond shall be in the favor of the City;
 - 2) Shall be in the form and amount required by the governing body of the City;
 - 3) Have security approved as sufficient by the governing body; and
 - 4) Be conditioned that the treasurer will faithfully discharge the duties of the office.
- b. The treasurer shall receive and securely keep all money belonging to the City. The treasurer shall make all payments on the order of the mayor, attested by the secretary of the City under the seal of the City. The treasurer may not pay an order unless the face of the order shows that the governing body directed issuance of the order and shows the purpose for which it is issued.
- c. The treasurer shall render to the governing body a full statement of the receipts and payments. The statement must be rendered at the governing body's first regular meeting in every quarter and at other times are required by the governing body.

d. The treasurer shall perform other acts and duties as the governing body requires.

Section 6. Ex Officio Tax Assessor and Collector. In the absence of a contract with the central appraisal district, the City Secretary shall serve as the ex officio tax assessor and collector for the City.

Section 7. Officer for Public Information. The City Secretary shall serve as the Officer for Public Information for the City, as such shall:

- a. Complete the training required by Section 552.012, Tex. Gov't Code, as amended, within the time prescribed by law; and
- b. Discharge the duties of Officer of Public Information required by state law and the governing body.

Section 8. Amendment Of Ordinances. Ordinance Numbers 90 and 90A are hereby repealed and all 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 9. 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.

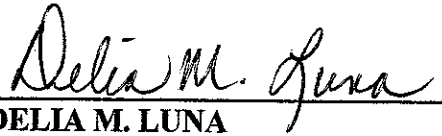
Section 10. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this 21st day of June, 2006.

CITY OF MANOR, TEXAS


JEFF TURNER, Mayor

ATTEST:


DELIA M. LUNA
City Secretary

ORDINANCE NO. 501

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING SECTIONS 1.06.032 AND 1.06.063 OF ARTICLE 1.06, CHAPTER 1, OF THE MANOR CODE OF ORDINANCES TO COMPLY WITH CHARTER PROVISIONS REGARDING THE APPOINTMENT OF THE CITY SECRETARY AND THE DIRECTOR OF DEVELOPMENT SERVICES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN OPEN MEETINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas (the "City") desires to amend the procedure for appointment of the city secretary and director of development services to be consistent with the terms of the City Charter; and

WHEREAS, the City Council has considered the proposed amendments and finds that the amendments are reasonable and necessary to comply with provisions of the City Charter;

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment of Article 1.06, Section 1.06.032. Chapter 1, General Provisions, Article 1.06, Officers, Employees and Departments, Section 1.06.032 of the Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 1.06.032 Appointment

The city manager shall appoint the city secretary. The position of city secretary shall be an at-will position, removable with or without cause, serving at the leisure of the city manager. Any vacancy in the office of city secretary shall be filled by the city manager.

Section 3. Amendment of Article 1.06, Section 1.06.063. Chapter 1, General Provisions, Article 1.06, Officers, Employees and Departments, Section 1.06.063 of the Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 1.06.063 Appointment of director

The city manager shall appoint the director of development services. The position of director of development services shall be an at-will position, removable with or without cause, serving at the leisure of the city manager. Any vacancy in the office of director of development services shall be filled by the city manager.

Section 4. Conflicting Ordinances. Article 1.06, Sections 1.06.032 and 1.06.062, Chapter 1, Manor Code of Ordinance, is amended as provided herein. 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, the terms and provisions of this Ordinance shall govern.

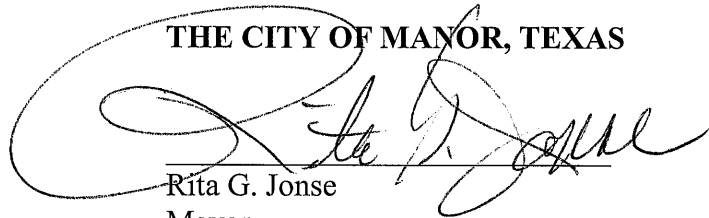
Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and 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 passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.


PASSED AND APPROVED this 3rd day of January 2018.

THE CITY OF MANOR, TEXAS



Rita G. Jonse
Mayor

ATTEST:


Luvia Tijerina
City Secretary



**CITY COUNCIL
REGULAR SESSION MINUTES
JUNE 1, 2022**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Scott Dunlop, Development Services Director
- Ryan Phipps, Chief of Police
- Scott Jones, Economic Development Director
- Phil Green, IT Director
- Tracey Vasquez, HR Manager
- Frank T. Phelan, P.E., City Engineer
- Veronica Rivera, Assistant City Attorney

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:24 p.m. on Wednesday, June 1, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PROCLAMATIONS

A. Declaring the month of June 2022, as “*LGBTQ+Month*”

Mayor Harvey read and presented proclamation to Chief Phipps.

PUBLIC COMMENTS

No one appeared at this time.

At the request of Mayor Harvey Consent Item No. 6 and Item No. 7 were pulled and postponed to the June 15, 2022, Regular Council Meeting; and Item No. 10 was postponed to the July 6, 2022, Regular Council Meeting.

CONSENT AGENDA

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

- May 18, 2022, City Council Regular Meeting; and
- May 23, 2022, City Council Called Special Session

2. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB). *Applicant: Wenkai Chen; Owner: Wenkai Chen*

Ordinance No. 651: An Ordinance of the City of Manor, Texas Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Neighborhood Business (NB): Making Findings of Fact; and Providing for Related Matters.

3. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2). *Applicant: Duque States, LLC; Owner: Duque States, LLC*

Ordinance No. 652: 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.

4. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH). *Applicant: BGE, Inc.; Owner: Lane Ave Development, LLC*

Ordinance No. 653: An Ordinance of the City of Manor, Texas Amending the Zoning Ordinance by Rezoning a Parcel of Land From Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH); Making Findings of Fact; and Providing for Related Matters.

5. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH). *Applicant: SEC Planning, LLC; Owner: Manor 290 OZ Real Estate, LP*

Ordinance No. 654: An Ordinance of the City of Manor, Texas Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH); Making Findings of Fact; and Providing for Related Matters.

6. ~~**Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Steet, Manor TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). *Applicant: Metcalfe, Wolff, Stuart & Williams, LLP; Owner: Dwyer Realty Companies*~~

7. ~~**Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2). *Applicant: Metcalfe, Wolff, Stuart & Williams, LLP; Owner: Edward Butler*~~

8. **Second and Final Reading:** Consideration, discussion, and possible action on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.

Ordinance No. 657: An Ordinance of the City of Manor, Amending Chapter 14, Zoning, of the Code of Ordinances of The City of Manor, Texas, by Providing for the Amendment of Definitions and Residential Land Use Conditions; Modifying General Development Regulations for Multi-Family Districts; Amending Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts; Amending Non-Residential and Mixed-Use Land Use Conditions; Amending Non-Residential And Mixed-Use Development Standards; Amending Single Family Attached and Multi-Family and Mixed-Use Architectural Standards; and Amending Nonconforming Structures; Providing for a Severability Clause, Providing Savings, Open Meetings and Effective Date Clauses; and Providing For Related Matters.

9. **Second and Final Reading**: Consideration, discussion, and possible action on an ordinance rezoning 0.66 acres, more or less, being Lots 6-10, Block 62, Town of Manor, and being located at 409 N. Lexington St., Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB) and Townhome (TH). Applicant: Lexington Manor LLC
Owner: Lexington Manor LLC

Ordinance No. 658: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Neighborhood Business (NB) And Townhome (TH); Making Findings of Fact; and Providing for Related Matters.

10. ~~**Second and Final Reading**: Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas annexing 14.55 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.~~

MOTION: Upon a motion made by Council Member Wallace seconded by Mayor Pro Tem Hill to approve and accept the Consent Agenda, postponing Item No. 6 and Item No. 7 to the June 15, 2022, Regular Council Meeting; and Item No. 10 to the July 6, 2022, Regular Council Meeting.

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:30 p.m. on Wednesday, June 1, 2022, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority; Section 551.072, Texas Government Code to deliberate the value and conveyance of the City's interest in real property; and Section 551.074 (Personnel Matters) to discuss duties of the City Manager* at 7:30 p.m. on Wednesday, June 1, 2022.

The Executive Session was adjourned at 8:44 p.m. on Wednesday, June 1, 2022

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 8:44 p.m. on Wednesday, June 1, 2022.

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

There was no action was taken.

REGULAR AGENDA

11. Consideration, discussion, and possible action on a resolution denying the proposed change in rates of Oncor Electric Delivery Company LLC.

The city staff recommended that the City Council approve Resolution No. 2022-10 to deny the Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to Texas Administrative Code 23.243 to increase distribution rates within the city.

Armando Perez with Oncor Electric Delivery discussed the proposed Resolution.

City Manager Moore stated that the proposed resolution is requested every four (4) years.

Resolution No. 2022-10: A Resolution of The City Council of The City Of Manor, Texas Denying the Proposed Change in Rates of Oncor Electric Delivery Company LLC, Finding and Determining That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law, and Declaring an Emergency.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve Resolution No. 2022-10 to deny the Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to Texas Administrative Code 23.243 to increase distribution rates within the city.

There was no further discussion.

Motion to approve carried 6-0

12. Consideration, discussion, and possible action on a Change Order to the construction contract for the 2020 Wastewater Collection System Improvements, CIP S-32 project.

The city staff recommended that the City Council approve Change Order No. 2 to the construction contract for the 2020 Wastewater Collection System Improvements, CIP S-32 project with Guerra Underground, LLC in the amount of \$57,190.67.

City Engineer Phelan discussed the proposed change order to the construction contract for the 2020 Wastewater Collection System Improvements.

MOTION: Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Hill, to approve Change Order No. 2 to the construction contract for the 2020 Wastewater Collection System Improvements, CIP S-32 project with Guerra Underground, LLC in the amount of \$57,190.67.

Discussion was held regarding the clarification of preventing additional costs for future projects.

There was no further discussion.

Motion to approve carried 6-0

13. Consideration, discussion, and possible action on a Statement of Work No. 13 to the Master Services Agreement dated October 7, 2020, with George Butler Associates, Inc. for Fire Code Compliance Review services and rates.

The city staff recommended that the City Council approve Statement of Work No. 13 under the existing Master Services Agreement with George Butler Associates, Inc.

City Engineer Phelan discussed the proposed Statement of Work with GBA for the services of Fire Code Compliance Review services and rates.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve Statement of Work No. 13 under the existing Master Services Agreement with George Butler Associates, Inc.

There was no further discussion.

Motion to approve carried 6-0

14. Consideration, discussion, and possible action on Amendment One to the Interlocal Agreement by and Between Capital Metropolitan Transportation Authority and City of Manor, Texas for Build Central Texas.

The city staff recommended that the City Council postpone item to the June 15, 2022, Regular Council Meeting.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to postpone item to the June 15, 2022, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 6-0

15. Consideration, discussion, and possible action on a tree mitigation fee-in-lieu for Manor Independent School District for 243 caliper inches and located at the Manor ISD Senior High School Athletic Complex at 14832 N. FM 973, Manor, Texas.

The city staff recommended that the City Council approve a tree mitigation fee-in-lieu of \$75 per caliper inch for Manor Independent School District for 243 caliper inches and located at the Manor ISD Senior High School Athletic Complex at 14832 N. FM 973, Manor, Texas.

Development Services Director Dunlop discussed the proposed request for the tree mitigation fee-in-lieu for Manor ISD.

Cody Holt with Claycomb Associates submitted a speaker card but did not wish to speak, however; he was available to answer any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to approve a tree mitigation fee-in-lieu of \$75 per caliper inch for Manor Independent School District for 243 caliper inches and located at the Manor ISD Senior High School Athletic Complex at 14832 N. FM 973, Manor, Texas.

Development Services Director Dunlop explained how fees are allocated within the Public Works Department for parks and other city's facilities.

There was no further discussion.

Motion to approve carried 6-0

16. Consideration, discussion, and possible action on a Resolution accepting the petition for annexation of 62.8431 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.

The city staff recommended that the City Council approve Resolution No. 2022-09 accepting the petition for annexation of 62.8431 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for the public hearing.

Development Services Director Dunlop discussed proposed resolution.

Ethan Harwell with Kimley-Horn and Associates Inc. submitted a speaker card in support of this item but did not wish to speak, however; he was available to answer any questions posed by the City Council.

Resolution No. 2022-09: A Resolution of The City of Manor, Texas, Accepting the Petition for Annexation of 62.8431 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve Resolution No. 2022-09 accepting the petition for annexation of 62.8431 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for the public hearing on June 15, 2022.

There was no further discussion.

Motion to approve carried 6-0

17. Reconsidered – First Reading: Consideration, discussion, and possible action on an ordinance rezoning 14.55 acres, more or less, being Lot 1, Manor Villa Estates, and being located at 13518 Old Hwy 20, Manor, TX to Townhome (TH).

MOTION: Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Hill to reconsider first reading: Consideration, discussion, and possible action on an ordinance rezoning 14.55 acres, more or less, being Lot 1, Manor Villa Estates, and being located at 13518 Old Hwy 20, Manor, TX to Townhome (TH).

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey read reconsideration item.

The city staff recommended that the City Council approve the first reading of an ordinance rezoning 14.55 acres, more or less, being Lot 1, Manor Villa Estates, and being located at 13518 Old Hwy 20, Manor, TX to Townhome (TH).

David Pikoff developer for the project discussed the proposed rezoning request and traffic concerns.

Discussion was held regarding the clarification of modest price homes and the proposed development.

Discussion was held regarding the maintenance on landscaping of the proposed Townhomes.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land to Townhome (TH); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the first reading of an ordinance rezoning 14.55 acres, more or less, being Lot 1, Manor Villa Estates, and being located at 13518 Old Hwy 20, Manor, TX to Townhome (TH).

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 9:11 p.m. on Wednesday, June 1, 2022.

These minutes approved by the Manor City Council on the 15th day of June 2022. *(Audio recording archived)*

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Debbie Charbonneau, Heritage and Tourism Manager
- Police – Ryan Phipps, Chief of Police
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance
- Human Resources, Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- May 2022 Department Monthly Reports

STAFF RECOMMENDATION:

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

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



MEMO

To: Mayor and City Council Members
 From: Scott Jones, Economic Development Director
 Date: June 15, 2022
 RE: May 11 to June 7

- Discussed Federal Grant Opportunities through Bipartisan Infrastructure Bill with Robin Ayers of TxDot
- Discussed ECF partnership funding with John Bratcher of T-Mobile
- Attended Chamber of Commerce meeting, Small Business Coffee, 4 City staff meetings and evening welcome event for City Manager Scott Moore
- Attended DQ ribbon cutting, Leadership Manor graduation, and Austin Regional Chamber Regional Partners Meeting downtown
- Hosted virtual and in-person meetings with property developers Okafor Group and Butler Developmen, as well as virtual meetings with Golden Shovel and EDOIQ website/software developers
- Completed Manor Economic Development Strategic Assessment
- Attended City Council Meetings 5/18 and 6/1
- Attended ICSC Vegas International Shopping Center Convention 2 days and met a dozen plus retailers and vendors interested in Manor, distributed city marketing materials
- Met with OneGas rep for Manor Casey Benjamin and workforce development prospect with AUTM Michael Ward
- Attended TxBiz Talks with Chair Rep. Angie Chen Button
- City budget draft meeting with Budget Committee,
- Researching consultants for analysis of competitive incentives and strategic policy recommendations to implement
- Virtual meeting with SBCD Director Joe Harper: invited him to speak at Manor Chamber ASAP
- Attended CAPCOG public hearing in Austin for TxCDBG funding opportunities for rural communities
- Appointment to Texas Economic Development Council's Economic Development Sales Tax, Forward Planning, Political Action, and Legislative Committees for the State of Texas: 4 of 4; assures Manor of a voice in all statewide economic development activities
- Appointment to the International Economic Development Council's Strategic Planning Committee

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

May 1-31, 2022

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$10,000.00	\$252.00	
Commercial Sign	3	\$11,969.00	\$426.00	
Commercial Foundation	1	\$100,000.00	\$35.00	
Educational Addition	1	\$24,700,000.00	\$51,239.60	Early College
Educational Remodel/Repair	4	\$3,400,000.00	\$7,279.00	Kitchen Remodels and Roof Repairs
Residential Deck/Patio	2	\$6,832.00	\$584.00	
Residential Driveway	1	\$9,500.00	\$97.00	
Residential Electrical	11	\$247,102.14	\$1,177.00	
Residential Fence	2	\$1,912.00	\$214.00	
Residential Foundation Repair	3	\$14,580.00	\$291.00	
Residential Irrigation	56	\$21,700.00	\$6,066.00	
Residential Mechanical/HVAC	6	\$53,872.00	\$642.00	
Residential New	52	\$19,532,547.15	\$247,938.60	
Residential Plumbing	3	\$0.00	\$398.00	
Residential Swimming Pool/Spa	2	\$115,000.00	\$734.00	
Right of Way	1	\$0.00	\$302.00	
Totals	148	\$48,225,014.29	\$317,675.20	

Total Certificate of Occupancies Issued: 40

Total Inspections(Comm & Res): 2,215

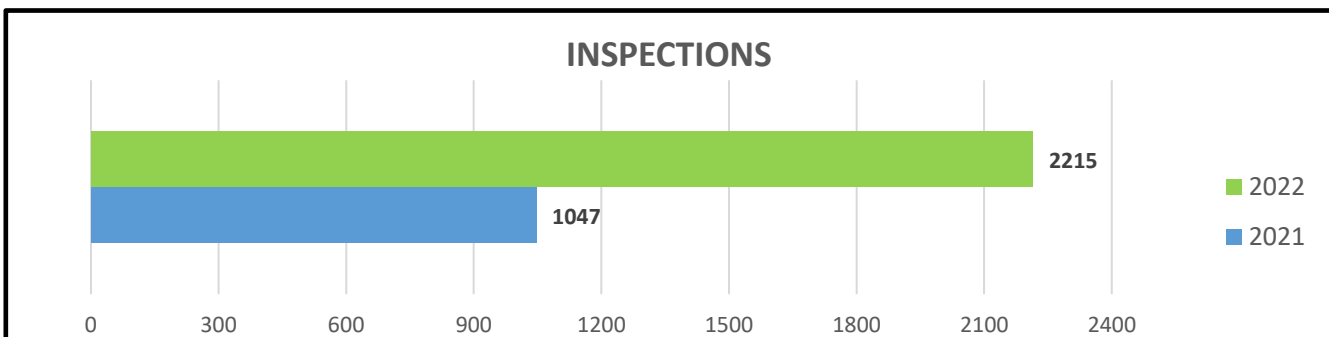
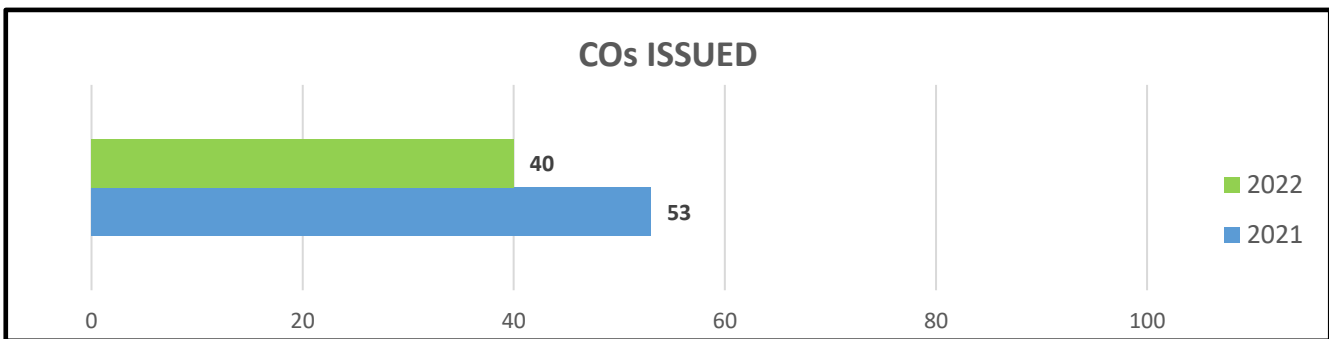
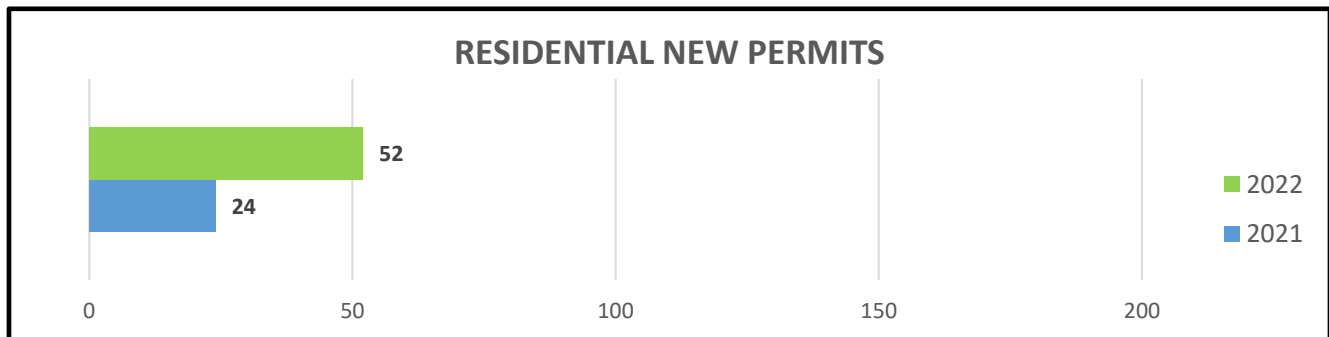
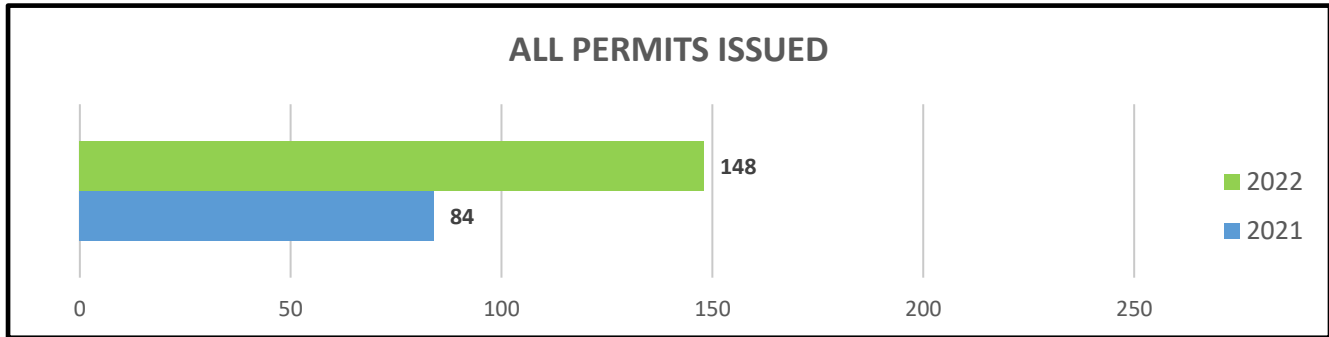
Scott Dunlop, Development Services Director





May 2022

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: June 15, 2022
 RE: **May & June 2022**

COMMUNITY MEETINGS

Chamber of Commerce May Board of Directors Meeting – Monday, May 2, 2022
 Chamber of Commerce June Board of Directors Meeting – Tuesday, May 31, 2022
 Chamber of Commerce Board of Directors Special Meeting – Thursday, May 12, 2022
 Chamber of Commerce Events Committee Meeting – Monday, June 6, 2022
 Chamber of Commerce May Monthly Membership Lunch – May 12, 2022
 Chamber of Commerce June Monthly Membership Lunch – June 9, 2022
 2022 Sesquicentennial Monthly Meeting – Tuesday, May 10, 2022
 ManorPalooza After Event Meeting – Thursday, May 19, 2022
 4th of July Logistics Meeting – Tuesday, June 7, 2022
 Sesquicentennial June Event hosted by the Lions Club honoring our many Non-Profit Organizations – Wednesday, June 8, 2022
 Small Business Coffee – Wednesday, May 18, 2022
 Small Business Coffee – Wednesday, June 15, 2022
 City Council Meeting – Wednesday, May 18, 2022
 City Council Meeting – Wednesday, June 15, 2022
 City of Manor Tree & Parks Committee Meeting – Thursday, May 19, 2022
 City Meet & Greet New City Manager – Friday, May 20, 2022
 Travis County Historical in Partnership with the City of Manor – Oral History for the People – this project is part of a study to document a former African American Freedom Community in rural Travis County known as Hayden Springs – Saturday, May 21, 2022

BUSINESS CONTACTS/VISITS

I made twenty 35 business contacts/visits for the months of May & June



MEMO

EVENTS

LEADERSHIP MANOR – CLASS #2 – THE SESQUICENTENNIAL CLASS

Leadership Graduation – May 11, 2022, was graduation day for Leadership Manor Class #2. There was a graduation lunch, and the class presented their project. Congratulations Leadership Manor Class #2 – The Sesquicentennial Class – Job Well Done! Leadership Manor Class #3 is scheduled to begin with Orientation on Saturday, August 20, 2022.

SESQUICENTENNIAL 2022

The Steering committee has been meeting monthly.

The Steering Committee Members are:

- Lluvia Almaraz (City Secretary)
- Michelle Anderson, (Dwyer Realty)
- Debbie Charbonneau (Heritage & Tourism Manager and Chair, City of Manor)
- Lydia Collins (Finance Director, City of Manor)
- Sean Donnelly (Vice-President, Frontier Bank)
- Scott Dunlop (Development Services Director, City of Manor)
- Phil Green (IT Manager, City of Manor)
- Michelle Glaze (Director, Public Relations, Principal Professional Communications & Community Affairs/SAS, Samsung Electronics)
- Grant Hutchison (Owner, Shadow Glen Golf Club)
- Chief Ryan Phipps (Chief of Police and Co-Chair, City of Manor)
- Mike Tuley (Public Works Director, City of Manor)
- Tim Schultz (Community & Economic Development Representative, Bluebonnet Electric Co-Op)
- Tracey Vasquez (Human Resources Manager, City of Manor)
- Anne Weir (Councilwoman Place 2, City of Manor)
- Lance Zeplin (Public Works Superintendent, City of Manor)

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

Samsung Austin Semiconductor	Water Tower Sponsor	\$25,000.00
Frontier Bank	James Manor Sponsor	\$10,000.00
Applied Materials	James Manor Sponsor	\$10,000.00
Bluebonnet	Timmerman Park Sponsor	\$ 5,000.00



MEMO

Greater Texas Federal Credit Union	Jennie Lane Sponsor	\$ 2,500.00
Whiskey Girls	Jennie Lane Sponsor	\$ 2,500.00
Cap Metro	Jennie Lane Sponsor	\$ 2,500.00
Thomas Bolt & Dr, Dustin Welch	Marnos Art Park Sponsor	\$ 1,000.00
AustiNuts	Manor Art Park Sponsor	\$ 1,000.00
Modisett & Sons	Manor Art Park Sponsor	\$ 1,000.00
Southside Market	Manor Art Park Sponsor	\$ 1,000.00
Good Luck Grill	Manor Art Park Sponsor	\$ 1,000.00
American Contractors	Manor Art Park Sponsor	\$ 1,000.00
Thomas Bolt & Dr. Dustin Welch	Manor Art Park Sponsor	\$ 1,000.00
Café 290	Manor Art Park Sponsor	\$ 1,000.00
Compass Rose	Manor Art Park Sponsor	\$ 1,000.00

MANORPALOOZA 2022 – MAY 6 & 7, 2022

ManorPalooza was held on May 6 & 7, 2022 and was a huge success. A big shout out to all of the team for all of their hard work, support and time they gave during the event to make sure it would be a success.

MOVIES IN THE PARK – JUNE 10, 17 & 24, 2022

The movies will be shown in Timmermann Park beginning at 8:30pm. There is no admission fee and popcorn, and water will be provided. The movies are: June 10 – Turning Red- June 17 – Space Jam II and June 24 – Coco.

JUNETEENTH CELEBRATION – JUNE 17, 2022

The celebration will take place at Timmermann Park and will be from 6:00pm – 8:00pm. There will be a peace walk, music, food and more.

“SHOP SMALL” “SHOP LOCAL” SUMMER FUN – The promotion will begin July 1 and end on July 31, 2022.



MEMO

OTHER DUTIES

Qwally Meeting – Monday, May 9, 2022 – We continue our bi-weekly meetings to keep improving the biz101.

Qwally Meeting – Monday, June 6, 2022 – Our bi-weekly meeting.

Banners - We have banners with our Sesquicentennial logo, 4th of July event, Manor Night in the Park and Holidays in the Parks.

Billboard – Our billboard vinyl was changed to show our 4th of July event. We will be changing out the vinyl throughout the year.

Juneteenth

Friday, June 17th
6pm – 8pm

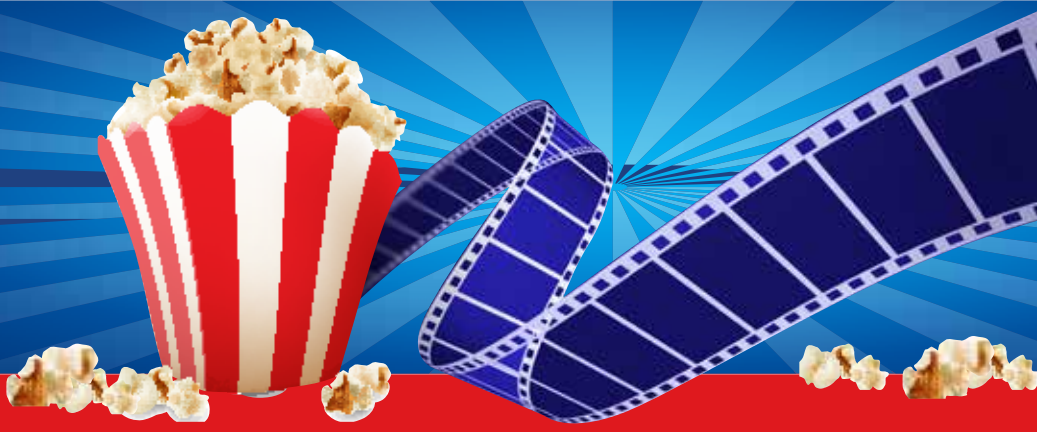
A Peace Walk will begin
at 6pm at **Timmermann Park**
where everyone will enjoy food,
music and much more!

BRING YOUR LAWN CHAIR!

 facebook.com/cityofmanor
dcharbonneau@cityofmanor.org



MANOR, TX
CITYOFMANOR.ORG



MANOR Movies in the Park

Timmermann Park

Movies will begin at 8:30pm
Free popcorn and water

Courtesy cinelinks.com



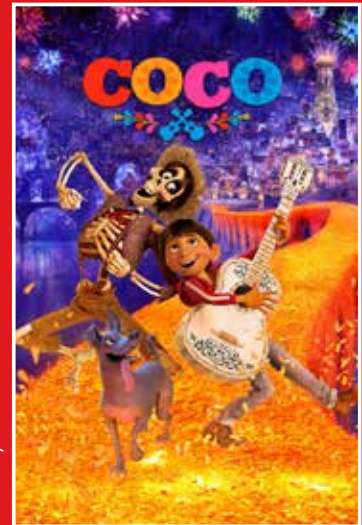
Friday, June 10, 2022
Turning Red

Courtesy derdly.co.uk



Friday, June 17, 2022
Space Jam II

Courtesy movielab.com



June 24, 2022
Coco

CITYOFMANOR.ORG



dcharbonneau@cityofmanor.org

facebook.com/cityofmanor





Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 6/15/2022

May 2022

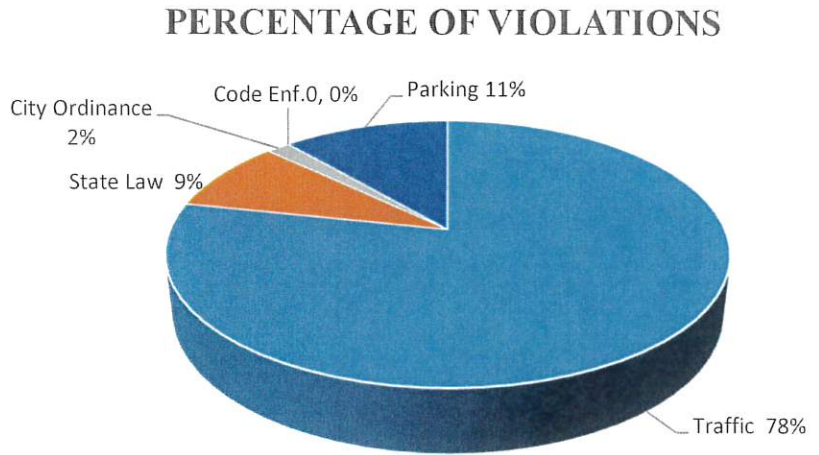
Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1745	1708	2.16↑	Patrol Car Rental Last Month \$2,978 YTD \$8,411
Average CFS per day	56	55	1.8↑	
Open Cases	118	21	461.9↑	
Charges Filed	60	36	66.7↑	
Alarm Responses	73	46	58.7↑	
Drug Cases	11	12	8.3↓	
Family Violence	4	12	66.7↓	
Arrests FEL/MISD	19 Fel/41 Misd	10 Fel/26 Misd	90%↑ Fel chg/ 57.7% ↑Misd	
Animal Control	54	11	390.9↑	
Traffic Accidents	62	49	26.5↑	
Impounds	53	53	No change	
DWI Arrests	8	16	50↓	
Traffic Violations	484	543	10.9↓	
Ordinance Violations	123	13	846.2↑	
Victim cases	37	22	68.2↑	
Total Victims served	66	13	407.7↑	
Laboratory Submissions	10	7	42.9↑	

Notes:

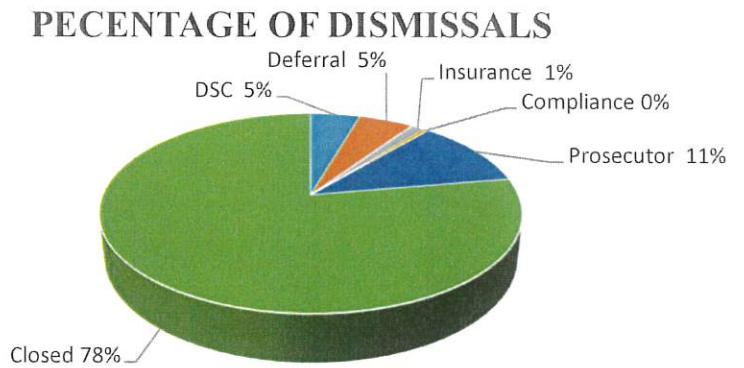
*DNA- DATA NOT AVAILABLE

City of Manor Municipal Court MAY 2022

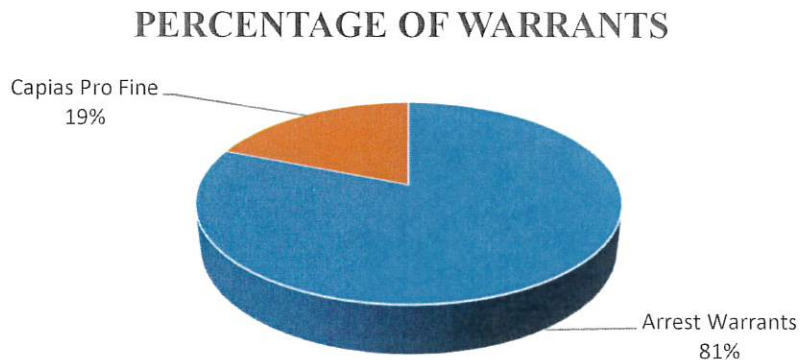
Violations Filed	May-22	May-21
Traffic	144	139
State Law	16	14
City Ordinance	3	3
Code Enforcement	0	0
Parking	21	8
Total	184	164



Dismissals	May-22	May-21
DSC	11	3
Deferral	12	11
Insurance	3	0
Compliance	1	0
Prosecutor	27	21
Closed	189	142
Total	243	177



Warrants	May-22	May-21
Arrest Warrants	68	0
Capias Pro Fine	16	0
Total	84	0



Money Collected in May 2022

Kept By City	\$23,894.59
kept By State	\$9,617.22
Total	\$33,511.81

Money Collected in May 2021

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



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: June 15, 2022
RE: May Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In May, 49 % of the water we supplied to our residents was from our wells, and we purchased 51 % from EPCOR and Manville WSC.

Subdivision Inspections

- Street Inspections- 36
- MS4 – 20 Inspections per working day.
- Water Inspections- 12
- Wastewater Inspections- 11

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

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Project closeout	100%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Carrie Manor Lift Station - Station energized, startup has taken place; contractor working on punch list items. The lift station is online.	99%
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Lift station start up complete; contractor working on punch list; WWTP plant startups took place on May 18 th and May 25 th . Contractor working on punch list items.	99%
Cottonwood Creek Wastewater Collection System Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Construction is at approximately 95%. Contractor has been delayed by shortages of lift station equipment. The contract completion date of January 8 is expected to be extended into May.	99%

FM973 Water & WW Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Water installation and testing have been completed; installation of wastewater is complete. Contractor is in process of testing wastewater lines and manholes.	Construction Phase – Construction approx. 99% complete.
Bastrop/Parsons Gravity Main	12" gravity wastewater main	Change order was approved on June 1 st council meeting. Final change order will be needed to closeout project.	99%
CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Construction has been stopped due to missing easement. Contractor will start back up once easement is in place. City Manager is working on obtaining easement from property owner.	Construction 85% complete.
Pavement Management Program I&I Program	Pavement Assessment and Management Program Phase 1 and Phase 2 Inflow and Infiltration Program	Began working on Phase 2. Final report presented to Council on April 6 meeting. Summary of results submitted to PW Executive Summary provided to PW.	Phase 2 – 10% complete Phase 1 – complete Phase 2 –complete
Cottonwood Creek Phase 2 Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Due to issues with benchmarks, the start of construction will be delayed until Thursday. E&S controls have been installed.	Construction Phase

Manor Commercial Park WW Collection System	Phased wastewater collection system improvements for Beltex area	Pauline reached out to Veronica about contacting landowners. Veronica needed to touch base with Scott about how the City wants to proceed. Surveying coming up soon in Queue	Construction Documents	Item 5.
Gregg Manor Road GST and Pressurization Facilities	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Waiting on ROE from golf course. Surveyor will conduct survey on site but not on golf course site. No set date from surveyor yet.	Working on Construction documents.	
FM 973 and US 290 Water Lines, CIP W-15 & W-16	Water line extensions along FM973 and US 290	Working on ROEs and preliminary engineering	Preliminary Engineering	
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Preliminary Engineering under way, submittals under City Review	Preliminary Engineering	
FY 2021 Paving Improvements Project	Capital Metro BGA and City-Funded paving improvements	Construction began on May 5.	Under construction.	
Cottonwood Creek West Tributary WW Improvements	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Internal review	Preliminary Engineering	
Cottonwood Creek Grant Project	Grant funded expansion of the Cottonwood Wastewater Treatment Plant	Follow up with Gandolf	Preliminary Engineering	

Streets and Parks Monthly Report May 2022

Daily Duties and Projects 5-1-2022 / 5-31-2022

Street Maintenance- Removed asphalt and replaced base on Browning St. for paving.

Street Maintenance – Repaired stop sign on E. Carrie Manor & Jessie St.

Street Maintenance – Placed “No Truck” parking signs on Genome Dr.

Streets Maintenance – Placed barricades, spools, spreader and hauled rock for Manor Palooza.

Streets Maintenance – Pothole repairs on Lexington St.by Seven Eleven store.

Street Maintenance- Placed banners around town for Manor Palooza.

Parks/Streets Maintenance – Worked the Manor Palooza event.

Parks Maintenance – Trimmed trees near Art Park in City ROW.

Parks/Streets Maintenance – Weekly table setups and take downs at city hall as requested.

Parks Maintenance – Mowed cemetery for Mother’s Day.

Parks Maintenance- Planted and replaced two trees at Hamilton Point Park.

Parks Maintenance- Cut and removed fallen trees from storm in Timmermann Park.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly park mowing maintenance completed.

Friday afternoons bulk drop off for city residence.

Scheduled weekly Park rounds at park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

- 36 locations inspected once a day.
- 3 MS4 reports submitted this month as required by TCEQ.

Concerte Pre pour Inspection

- Logos Phase 4 & 5 – 0 inspections
- Shadowview Sec 3 Hill Ln. – 1 inspection
- Manor Heights Phase 2 – 16 inspections
- Manor Heights Phase 3 – 0 inspections
- Manor Heights Phase 6 – 0 inspections
- Logos Village Clusters – 0 inspections
- Presidential Heights Phase 6 – 0 inspections
- Stonewater Phase-3 – 0 inspections
- Village of Manor Commons Phase 2 – 6 inspections
- Village of Manor Commons Phase 4 – 5 inspections

Density Test

- Lagos Phase 4 & 5 - 0 inspections
- Manor Heights Phase 3 – 1 inspection
- Manor Heights Phase 2 Sec 2 – 0 inspection
- Presidential Heights Phase 6 – 0 inspection
- Shadowview Sec 3 Hill Ln. – 0 inspections
- Stonewater Phase-3 – 0 inspections
- Manor Commands Phase 2- 0 inspections
- Manor Commands Phase 3- 0 inspections
- Manor Commands Phase 4 & 5- 0 inspections
- Palomino – 2 inspections
- Lagos Phase 3 - 2 inspections
- Village of Manor Commons Phase 4 -1 inspection
- Village of Manor Commons Phase 2 – 1 inspection

Proof Rolls

- Lagos Phase 4 & 5 – 0 inspections
- Manor Heights Phase 6 – 0 inspections
- Manor Heights Phase 2 sec 2 – 0 inspections
- Manor Heights Phase 3 – 3 inspections
- Shadowview Sec 3 Hill Ln. – 0 inspections
- Village of Manor Commons Phase 2 – 2 inspections
- Village of Manor Commons Phase 4 -2 inspections
- Stonewater Phase-3 – 0 inspections
- Palomino – 5 inspections
- Logos Phase 3 – 4 inspections
- Street paving project - 2

Pre-Pave Inspections

Logos Phase 3 – 0 inspections
 Manor Heights Phase 2 Sec 1 – 1 inspection
 Manor Heights Phase 6 – 0 inspection
 Presidential Heights Phase 6 – 0 inspection
 Manor Heights Phase 3 Sec 1 – 1 inspection

Storm Sewer Inspections

Manor Heights Phase 3 – 0 inspections
 Gregg Manor Rd – 0 inspections
 Shadowview Sec 3 Hill Ln. – 5 inspections
 Village of Manor Commons Phase 2 – 0 inspections
 Manor Commands Phase 2- 0 inspections

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

Presidential Heights Phase 3 – Homes are still being built.

Presidential Heights Phase 6 – Homes are being built.

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

Presidential Heights Phase 5 – 1 year walkthrough has been done, contractor in process of repairs.
 September 2021 still waiting.

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

Stonewater North Phase 2- 2-year walkthrough has been done, contractor in process of repair. April
 2021 still waiting.

Stonewater North Phase 3-2-year Walkthrough has been done, contractor in process of repairs.
 Completed.

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

Manor Heights – Phase I Sec. 1 – homes are being built.

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

Manor Heights Phase 1 Sec 1 – 1-year walkthrough has been done, contractor in process of repairs.
 November 2021 still waiting.

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

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

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

Manor Heights – Phase III Sec. 1- development process.

Manor Heights Phase III Sec. 2 – development process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Logos Phase 4 and 5 walkthrough punch list prebuilding February 2022

Lagos Phase 2- homes are being built.

Logos Village clusters in building process.

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

Shadowglen Phase 2 Sec 25 & 26 walkthrough punch list. September 2021 still waiting.

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

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

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

Palomino Subdivision - Development process.

Water Monthly Report May 2022

For the month of May, the Water Department had 24 service calls, 5 repair jobs, and 12 inspections.

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

Repairs

309 W. Brenham St.- Water tap has been done. 5/2/22

5413 Gilbert Rd.- Cleared well. Pump Solution has installed pump number 2 after repairs had been made.

308 E. Browning St.- Water leak $\frac{3}{4}$ service has been repaired 5/10/22.

North Lampasas and Wheeler St.- Fire hydrant has been repaired 5/11/22.

Paso De Presidente- Fire hydrant coupling has been replaced 5/23/22.

Inspections

M&L water pressure test set at 200 psi for 15 min to 150 psi set for 1hr. 5/2/22

Black Rock Construction layed new wastewater mains. 5/2/22 to 5/6/22

Flow test at Compass Rose. 5/4/22

Water tie in Shadowview section 3 has been installed. 5/7/22

Bacti samples at 11504 Burton, 501 North Caldwell, 12304 Waterford, and 18212 Canopy. 5/11/22

Bacti samples at 510 E Wheeler, 16613 Trevin 12414 Timber Arch and 18212 Canopy. 5/16/22

Lagos pulled mandrels. 5/24/22

Buddhist Temple layed 6-inch sewer pipe across road. 5/24/22

Black Rock Construction coding manholes. 5/24/22

Lagos digging up damaged sewer line. 5/25/22

Cottonwood plant start up meeting. 5/25/22

Black Rock Construction flow test. 5/26/22

Wastewater Monthly Report May 2022

For the month of May, the Wastewater Department had 6 service calls, 3 repair jobs, 6 maintenance jobs and 11 inspections.

Service calls

12808 St.- Resident called to report sewer back up. City side was clear on arrival. Back up is on customer side. Customer has been notified. 5/4/22

12219 US. HWY 290- Resident called to report sewer backup. City side was clear upon arrival. Customer was notified that backup is on customer side. 5/5/22

201 E Parson- Customer called to report a sewer back up. City side was clear upon arrival. Customer was notified that backup is on customer side. 5/6/22

13609 John F. Kennedy- Resident called to report he is having problems with sewer line. Customer has been notified that city of manor does not serve waste wastewater in that location. 5/18/22

11600 Herford- Resident called to report sewer backing up in her house. Back up is cleared. Customer has been notified. 5/23/22

16829 Jaron Dr.- Resident called after hours to report sewer back up. City side cleared with jet machine. Customer has been notified. 5/30/22

Maintenance

A load of Alum has been delivered to Wilbarger Plant. 5/3/22

A load of sodium bisulfite has been delivered to Wilbarger Plant. 5/6/22

A load of Alum has been delivered to Wilbarger Plant. 5/18/22

A load of sodium hypochlorite has been delivered. 5/19/22

ADS meter hanger has been repaired.

11209 US-290 manhole has been installed. 5/23/22

Repairs

Blower number 3 motor has been repaired. 5/12/22

Repaired manhole on 973 heading north of 290. 5/19/22

11209 US-290 repaired city clean out.

Inspections

Black Rock Construction layed new wastewater mains. 5/2/22 to 5/6/22

Black Rock Construction layed new wastewater mains. 5/2/22 to 5/6/22

Lagos had vacuum and pressure test on manhole and lines. 5/3/22

Lagos Lift Station start up meeting. 5/4/22

Black Rock Construction laying new wastewater mains. 5/2/22 to 5/6/22

Lagos pulled mandrels. 5/24/22

Buddhist Temple laying 6-inch sewer pipe across road. 5/24/22

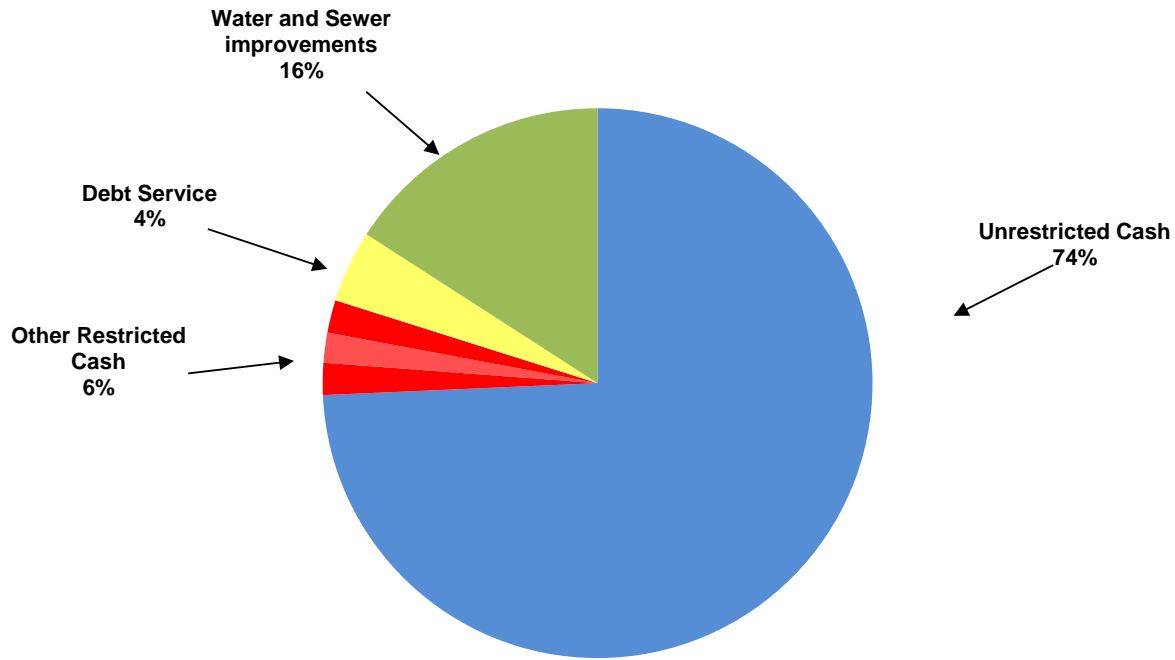
Black Rock Construction coding manholes. 5/24/22

Lagos digging up damaged sewer line. 5/25/22

Cottonwood Plant start up meeting. 5/25/22

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

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 20,303,040	\$ 10,078,850			\$ -	\$ 30,381,890
Restricted:						
Tourism				768,633		768,633
Court security and technology	1,013					1,013
Rose Hill PID				719,163		719,163
Customer Deposits		786,253				786,253
Park	8,944					8,944
Debt service			1,723,297			1,723,297
Capital Projects						
Water and sewer improvements		-		6,498,332		6,498,332
TOTAL CASH AND INVESTMENTS	\$ 20,312,997	\$ 10,865,103	\$ 1,723,297	\$ 7,986,128	\$ -	\$ 40,887,524



Overview of funds:
 \$236,012.90 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Manager
Date: June 15, 2022
RE: May 2022

Meetings and Events:

Manor Sesquicentennial Committee Meetings
May 10, 2022

Manorpalooza Logistics Meeting
May 3, 2022

Manorpalooza
May 6-7, 2022

City Council Meetings
May 4, 2022
May 18, 2022

Executive Session
May 4, 2022
Personnel Matters -to discuss duties of the City Manager.
May 18, 2022
Personnel Matters- to discuss the duties of the City Manager.

City Council Workshop
Charter Amendment Review
May 4, 2022

HR Workshop Roundtable Meeting
May 12, 2022
May 26, 2022



MEMO

Local GovU
May 10, 2022

Chamber of Commerce Luncheon
May 12, 2022

Small Business Coffee
May 18, 2022

Leadership Manor Graduation
May 11, 2022

Welcome Aboard
City Manager Meet and Greet
May 20, 2022

May 2022

- New hire packet and onboarding of the new City Manager.
- Held interviews with qualified candidates for the open position of for Street Crewman.
- New hire packet and on boarding for new Planning Coordinator
- Assisted the Mayor, City Council, and City Manager on process for goals and expectations regarding the City Manager evaluation.
- Design and purchase merchandise for Sesquicentennial events.
- New hire and on-boarding of one Parks Crewman.
- Policy and Procedure reviews with outside Human Resources attorney regarding revamping current layout and updating policies.
- Research and present Compensation Benefits firms for budget committee review and Council approval.
- Exit Interviews with exiting employees (1- Police Cadet; 1- Permit Technician; 1- Assistant Building Inspector).
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: June 15, 2022

RE: May Monthly Report

This month we:

1. Finished the roll out Anti-Malware protection on desktops, laptops, portables and servers.
2. Implemented filtering of inappropriate internet and network use.
3. Continued to implement Multi-Factor Authentication and will continue to evaluate.
4. Started research on migrating networks.
5. Started to address the PD body and in-dash camera footage storage. This is at a critical juncture and needs to be addressed. – will move to WatchGuard in the cloud. Waiting on Watchguard.
6. Started documenting all processes in IT.



MEMO

To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: June 15, 2022

Re: January - May 2022

City Records Obtained:

ACTIVITY	DESCRIPTION	TOTAL
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	18
Council Minutes	Minutes recorded, prepared, approved, archived	18
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	18
Resolutions	Resolutions written & processed	8
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	17
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	3
Contracts & Agreements	Contracts & Agreements approved & executed	25
Elections Administration	Elections ordered and coordinated May 7, 2022, Special Election and June 11, 2022, Runoff Election	2
Deeds / Easements	Deeds / Easements, executed & recorded	3
Annexations	prepared & recorded	5
Public Improvement Districts	Petitions received, approved, and executed	1
Alcohol Permits	Alcohol permits processed new, certificate or renewed	33
Bids	Bids advertised, received, tabulated, awarded, recorded	3
Records Management Program	Boxes of documents destroyed in accordance with records retention schedule (Destruction Date scheduled for July 29, 2022)	0
Records Management Committee	Responsible to administer the RMC meetings to discuss certain topics related to records management. First meeting for the year held on March 23, 2022	1
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	316



MEMO

ATTENDED COMMUNITY & COMMITTEE MEETINGS

Chamber of Commerce Monthly Meetings
Small Business Coffee Meetings
Council Meetings and Workshops
Park and Tree Advisory Committee Meetings
2022 Sesquicentennial Committee Meetings

ATTENDED CITY EVENTS

Leadership Manor Class #2 Graduation Ceremony (Graduate)
Manor Palooza
Golf Tournament Engagement
Manor Police Banquet
City Manager Meet & Greet
*Coordinated Free Community Shred Day Event for 3rd year

OTHER

- Implemented Just FOIA online portal for our open records request – easy to use records requests software for staff and the community.
- Received the Municipal Clerks Office Achievement of Excellence Award for 2022-2024 for second year from the Texas Municipal Clerks Association, Inc.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

Applicant: Metcalfe, Wolff, Stuart & Williams, LLP
Owner: Edward Butler

BACKGROUND/SUMMARY:

This 26 acres is directly south of the 40 acres that MISD is constructing their K-8 School. South of this property remains C-2 Medium Commercial. There is a planned roadway through the commercial tract that would provide this MF-2 tract with access to US 290 as well as FM 973. 26 acres of MF-2 could be up to 650 units, but they have proposed 600 units.

The P&Z Commission voted 4-1 to recommend approval of this item.

First reading was approved at the May 18, 2022, Regular Council Meeting. Second Reading was postpone at the June 1, 2022, Regular Council Meeting.

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

- Letter of Intent
- Ordinance No. 656
- Map
- Survey
- Notices
- Labels

STAFF RECOMMENDATION:

It is City staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 656 rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		



METCALFE WOLFF
STUART & WILLIAMS, LLP

TALLEY WILLIAMS
Partner

twilliams@mwswtexas.com
512-404-2234

March 11, 2022

Mr. Scott Dunlop
Interim City Manager
105 E Eggleston St.,
Manor, Texas 78653

Via Online Submittal

Re: Application for Rezoning; Approximately 26.30 acres (designated as Lot 1, Block A) within the Butler-Manor Project located at E. US 290 and 13100 N. FM 973 (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Medium Commercial (C-2) to Multi-family 25 (MF-2). The Property is located within the Butler-Manor Project located at E. US 290 and 13100 N. FM 973 and is currently undeveloped (see attached Location Map).

The Property is part of the Butler-Manor Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. The Property will provide a unique and highly amenitized multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

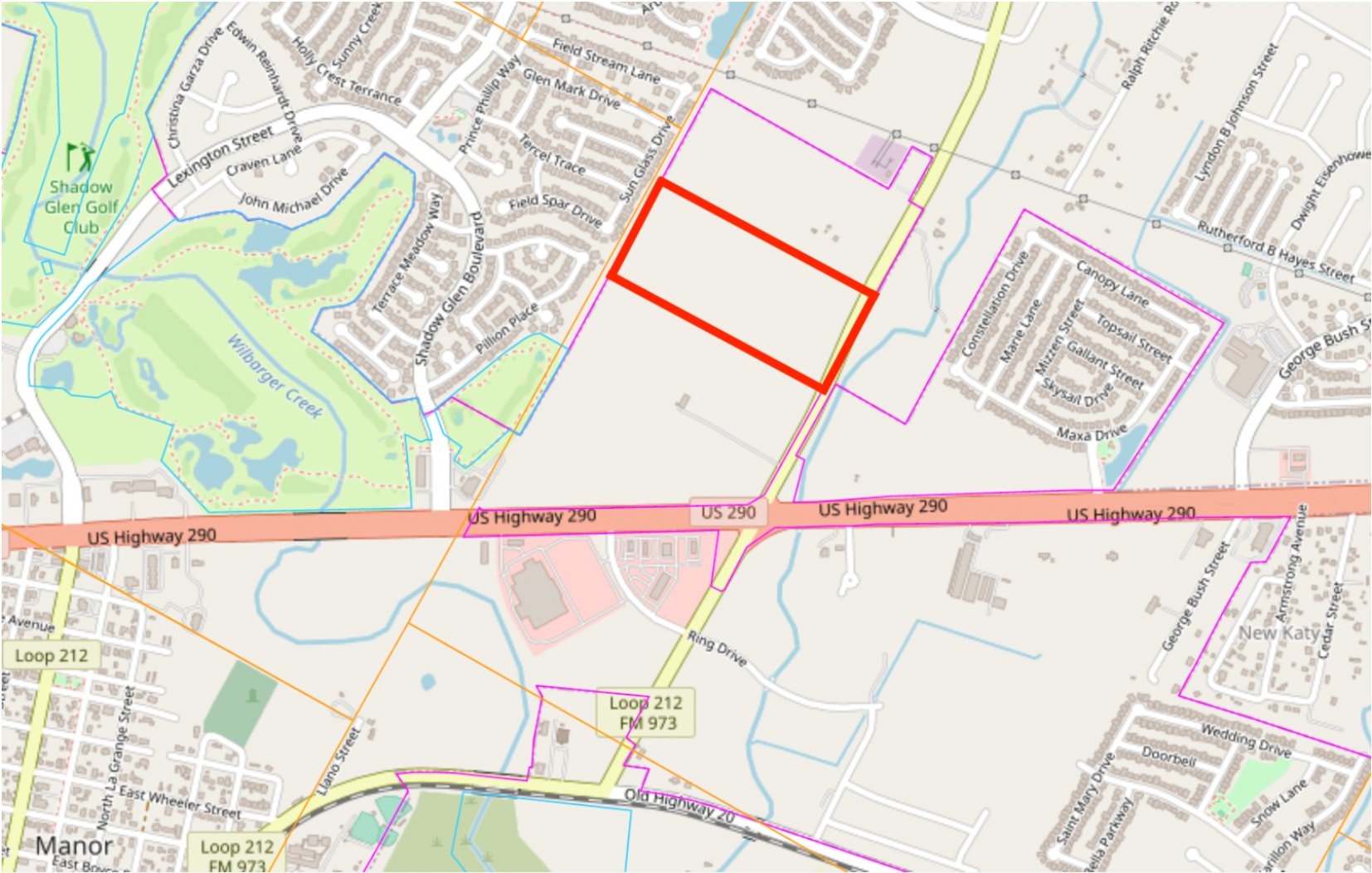
Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

Talley Williams

ZONING EXHIBIT



ORDINANCE NO. 656

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM MEDIUM COMMERCIAL (C-2) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A", (the "Property"), from the Medium Commercial (C-2) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

SECTION 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO. 656

PASSED AND APPROVED FIRST READING on this the 18th day of May 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the 15th day of June 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Description:

Travis County, Texas
Greenbury Gates Survey No. 63
Abstract No. 315

26.557 Acres
Page 1 of 2

FIELD NOTES DESCRIPTION

DESCRIPTION OF 26.557 ACRES OF LAND IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 95.054 ACRE TRACT OF LAND CONVEYED IN THE GENERAL WARRANTY DEED TO 13100 FM 973, INC. OF RECORD IN DOCUMENT NO. 2021284527, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 95.054 ACRE TRACT CALLED TO BE ALL OF THAT CERTAIN CALLED 116.45 ACRE TRACT DESIGNATED AS TRACT 1 AND ALL OF THAT CERTAIN CALLED 26.136 ACRE TRACT DESIGNATED AS TRACT 2 IN THE SPECIAL WARRANTY DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD. OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, LESS, SAVE AND EXCEPT A CERTAIN CALLED 7.532 ACRE TRACT DESCRIBED IN THE JUDGEMENT OF COURT IN ABSENCE OF OBJECTION TO THE STATE OF TEXAS OF RECORD IN DOCUMENT NO. 2003035973, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A CERTAIN CALLED 40 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED TO THE BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT OF RECORD IN DOCUMENT NO. 2021070036, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 26.557 ACRES OF LAND, AS SURVEYED BY HR GREEN DEVELOPMENT TX, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod found in the west right-of-way line of North F.M. 973, a variable-width right-of-way, same being the west line of the said 7.532 acre tract, at the southeast corner of the said 40 acre tract, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 27°47'28" W, leaving the southeast corner of the said 40 acre tract, crossing the said 116.45 acre tract, with the west right-of-way line of said North F.M. 973, same being the west line of the said 7.532 acre tract, with the east line of the tract described herein, a distance of 617.80 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a point-of-curvature in the east line of the tract described herein, from which a ½-inch iron rod found in the west right-of-way line of said North F.M. 973, same being the west line of the said 7.532 acre tract bears S 27°47'28" W, a distance of 546.44 feet;

THENCE leaving the west right-of-way line of said North F.M. 973, same being the west line of the said 7.532 acre tract, continuing across the said 116.45 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

1. With the arc of a curve to the right, having a radius of 25.00 feet, an arc distance of 39.34 feet, and a chord which bears S 72°52'08" W, a distance of 35.40 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set for a point-of-tangency in the south line of the tract described herein, and
2. N 62°03'12" W, a distance of 1,771.72 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" set in the west line of the said 116.45 acre tract, same being the east line of a certain called 4.147 acre tract described in the Dedication Deed to Travis County Municipal Utility District No. 2 of record in Document No. 2005232936, Official Public Records of Travis County, Texas, for the southwest corner of the tract described herein;

THENCE with the west line of the said 116.45 acre tract and the east line of the said 4.147 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 27°45'38" E, a distance of 91.06 feet to a ½-inch iron rod found at an angle point, and
2. N 27°06'05" E, a distance of 551.87 feet to a ½-inch iron rod with a plastic cap stamped "RRP Surveying" found at the southwest corner of the said 40 acre tract, for the northwest corner of the tract described herein, from which a ½-inch iron rod found in the west line of the said 40 acre tract and the east line of the said 4.147 acre tract bears N 27°06'56" E, a distance of 527.24 feet;

THENCE S 62°03'12" E, leaving the east line of the said 4.147 acre tract, crossing the said 116.45 acre tract, with the south line of the said 40 acre tract, with the north line of the tract described herein, a distance of 1,803.47 feet to the **POINT OF BEGINNING** and containing 26.557 acres of land, more or less.

ORDINANCE NO. 656

Travis County, Texas
Greenbury Gates Survey No. 63
Abstract No. 315

26.557 Acres
Page 2 of 2

Bearing Basis: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

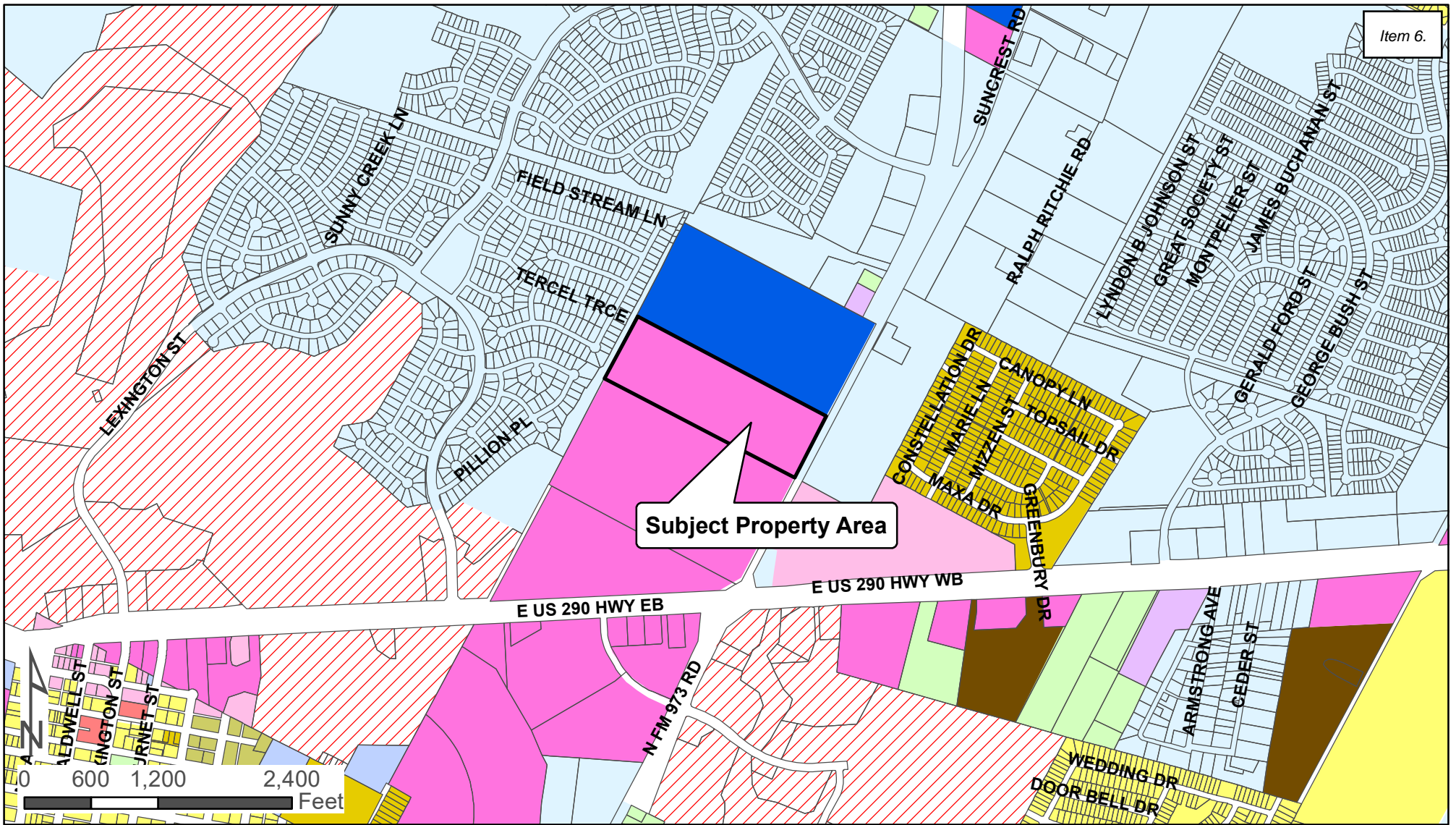
That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of December 2021, March and April 2022.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 5th day of May 2022 A.D.

HR Green Development TX, LLC
5508 Hwy 290 West #150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas





Subject Property Area



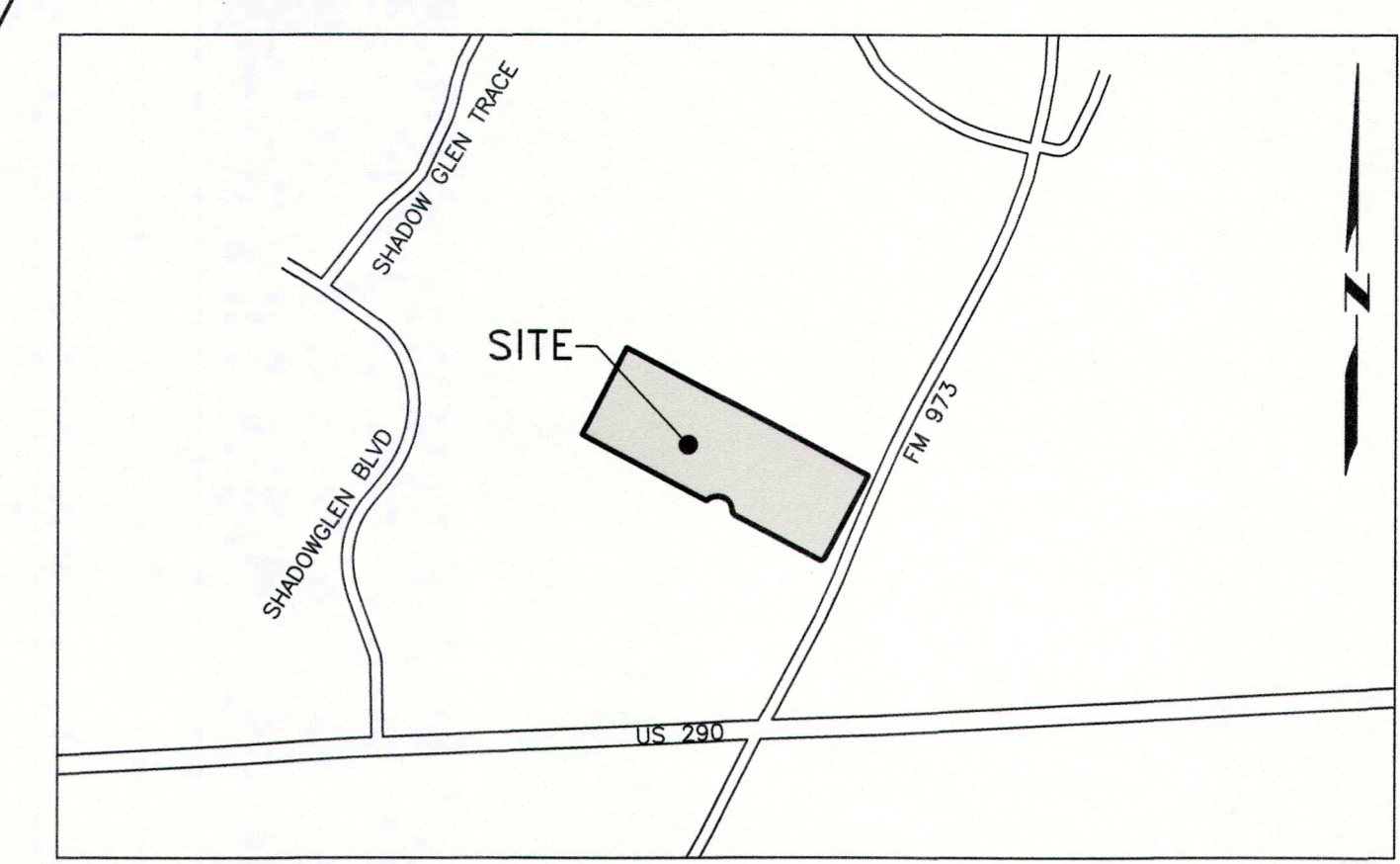
**Current:
Medium Commercial (C-2)**

**Proposed:
Multi-Family 25 (MF-2)**

Zone

- | | | | |
|-------------------------------|---------------------------|---------------------------|--------------------------------|
| A - Agricultural | I-1 - Institutional Small | MH-1 - Manufactured Home | NB - Neighborhood Business |
| SF-1 - Single Family Suburban | I-2 - Institutional Large | I-1 - Institutional Small | DB - Downtown Business |
| SF-2 - Single Family Standard | GO - General Office | I-2 - Institutional Large | IN-1 - Light Industrial |
| TF - Two Family | C-1 - Light Commercial | GO - General Office | IN-2 - Heavy Industrial |
| TH - Townhome | C-2 - Medium Commercial | C-1 - Light Commercial | PUD - Planned Unit Development |
| MF-1 - Multi-Family 15 | C-3 - Heavy Commercial | C-2 - Medium Commercial | ETJ |
| MF-2 - Multi-Family 25 | | C-3 - Heavy Commercial | |

Table with columns: REVISIONS, DESCRIPTION, DATE. Includes project name, date, and drawing file path.



COMMITMENT FOR TITLE INSURANCE PROVIDED BY: TITLE RESOURCES GUARANTY COMPANY OF NO. 2153735-00M EFFECTIVE DATE: OCTOBER 14, 2021 ISSUE DATE: OCTOBER 26, 2021

- SCHEDULE B EXCEPTIONS: 10a EASEMENT: RECORDED: VOLUME 623, PAGE 322, DEED RECORDS, TRAVIS COUNTY, TEXAS. LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE (DOES NOT AFFECT) 10b EASEMENT: RECORDED: VOLUME 650, PAGE 212, DEED RECORDS, TRAVIS COUNTY, TEXAS. LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE (MAY AFFECT, VAGUE DESCRIPTION) 10c EASEMENT: RECORDED: VOLUME 4822, PAGE 1615, DEED RECORDS, TRAVIS COUNTY, TEXAS. MANVILLE WATER SUPPLY CORP. PURPOSE: PIPELINE (MAY AFFECT, VAGUE DESCRIPTION) 10d ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER) 10e RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY) (NOT A SURVEY MATTER) 10f RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NO ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.) (NOT A SURVEY MATTER) 10g ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON) 10h ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NOTED HEREON) 10i ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY. (NOTED HEREON)

GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.0000755219 SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

FLOOD NOTE: THE TRACT SHOWN HEREON DOES NOT APPEAR TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, IN A LETTER OF MAP CHANGE (LOMC) ACTION DATED JANUARY 15, 2020, WITH AN EFFECTIVE DATE OF JANUARY 23, 2020. CASE NUMBER 13-06-0041V FOR TRAVIS COUNTY, TEXAS, COMMUNITY NO. 481026. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS TABLE A NOTES: TABLE A ITEM 2, ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. ADDRESS UNKNOWN

TABLE A ITEM 6(a), IF SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, LIST THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR.

TABLE A ITEM 6(b), IF THE ZONING SETBACK REQUIREMENTS ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR.

TABLE A ITEM 7(a), EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY, AT THE TIME OF FIELDWORK.

TABLE A ITEM 9, NUMBER AND TYPE (E.G. HANDICAPPED, MOTORCYCLE, REGULAR, ETC.) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. NO CLEARLY IDENTIFIABLE PARKING SPACES EXISTING ON THE SITE AT THE TIME OF THE SURVEY.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO GO MULTI-FAMILY DEVELOPMENT, LLC AND TITLE RESOURCES GUARANTY COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 11, & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON SEPTEMBER 23, 2021.

DATE OF PLAT OR MAP: NOVEMBER 29, 2021.



11/29/2021 Travis S. Tabor REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6426

BLUEBONNET FINAL PLAT DOC. NO. 200800197 O.P.R.T.C.T. LOT 1, BLOCK 1 MICHAEL J. PACLIK AND MICHAEL JAMES PACLIK, JR. (1.062 ACRES) DOC. NO. 200596042 O.P.R.T.C.T.

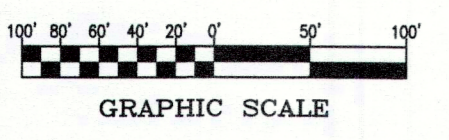
GREENBURY GATES SURVEY ABSTRACT NO. 315

BUTLER FAMILY PARTNERSHIP, LTD. TRACT 1 (116.45 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.

26.30 ACRES NO IMPROVEMENTS OBSERVED AT THE TIME OF THE SURVEY

BUTLER FAMILY PARTNERSHIP, LTD. TRACT 1 (116.45 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.

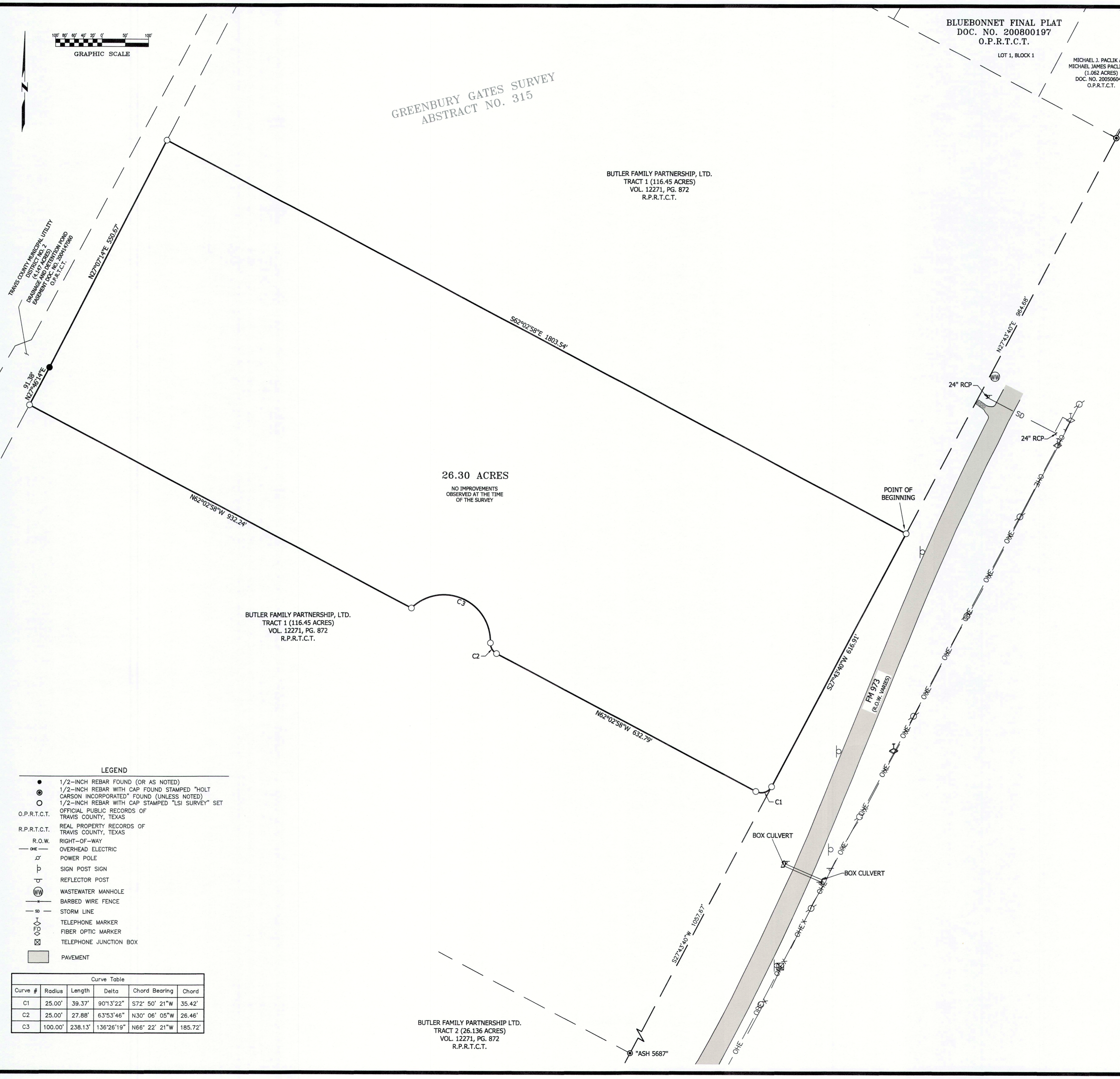
BUTLER FAMILY PARTNERSHIP LTD. TRACT 2 (26.136 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT (CITY OF DALLAS) EXEMPTION DEC. 14, 2004 (19788) O.P.R.T.C.T.

- LEGEND: 1/2-INCH REBAR FOUND (OR AS NOTED) 1/2-INCH REBAR WITH CAP FOUND STAMPED "HOLT CARSON INCORPORATED" FOUND (UNLESS NOTED) 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS R.O.W. RIGHT-OF-WAY OVERHEAD ELECTRIC POWER POLE SIGN POST SIGN REFLECTOR POST WASTEWATER MANHOLE BARBED WIRE FENCE STORM LINE TELEPHONE MARKER FIBER OPTIC MARKER TELEPHONE JUNCTION BOX PAVEMENT

Curve Table with columns: Curve #, Radius, Length, Delta, Chord Bearing, Chord. Includes curves C1, C2, and C3.





March 31, 2022

City of Manor Development Services

Notification for a Rezoning Application

Case Number: 2022-P-1426-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 26.30 acres, more or less, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

***Applicant:* Metcalfe, Wolff, Stuart & Williams, LLP**

***Owner:* Edward Butler**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may also be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

Wilken Walter William
11625 Sun Glass Dr.
Manor, TX 78653-3885

Ajai Akinyemi P
11505 Sun Glass Dr.
Manor, TX 78653

Gruza Agata & Eric Michael Daley
13824 Long Shadow Dr.
Manor, TX 78653

Waldon Charles L & Aursha R
11621 Sun Glass Dr.
Manor, TX 78653-3885

Phillips Todd Curtis
11501 Sun Glass Dr.
Manor, TX 78653

Gigl Michael William
20417 Crooked Stick Dr.
Pflugerville, TX 78660-8196

Itnyre Stephen C & Sandra L
11617 Sun Glass Dr.
Manor, TX 78653-3885

Bitra Aspazia
13832 Field Spar Dr.
Manor, TX 78653

Haney David L & Josie U
13825 Tercel Trce.
Manor, TX 78653

Spead Brent William & Shyla Anahita
11613 Sun Glass Dr.
Manor, TX 78653-3885

Prieto Daisy & Salvador U Flores
13828 Field Spar Dr.
Manor, TX 78653

Kendrick Willie & Carmen Maria
13824 Tercel Trce.
Manor, TX 78653

Holmes Charlie
P.O. Box 27626
Macon, GA 31221-7626

Benedetti Brett R
13824 Field Spar Dr.
Manor, TX 78653

Forsythe Stacia Kaye
13816 Tercel Trce.
Manor, TX 78653

Vandenberg Kristin L & Scott P
11605 Sun Glass Dr.
Manor, TX 78653-3883

Acosta Carmen & Rodolfo
13820 Field Spar Dr.
Manor, TX 78653

Jones Michael & Lindsay
13821 Field Spar Dr.
Manor, TX 78653

Bell-Sexton Coretta
11601 Sun Glass Dr.
Manor, TX 78653-3883

Curtis Sean & Summer
913 N. Inyo St.
Ridgecrest, CA 93555-3000

Kim Chae Kyung
13817 Field Spar Dr.
Manor, TX 78653

Lewis Gladys & Jeffrey
11517 Sun Glass Dr.
Manor, TX 78653-3883

Emamian Seyed-Amir & Priscilla
13812 Field Spar Dr.
Manor, TX 78653

Taylor Williams Wesley Jr.
11733 Pillion Pl.
Manor, TX 78653

Hernandez Mayra
11513 Sun Glass Dr.
Manor, TX 78653

Wood Terrence
25551 SE 41st Ct
Sammamish, WA 98029-7769

White Jennifer & Michael
11509 Sun Glass Dr.
Manor, TX 78653

Hernandez Alejandra & Carlos
13825 Long Shadow Dr.
Manor, TX 78653

Hayes Maura & Terrence III
11737 Pillion Pl.
Manor, TX 78653

Del La Garza Benjamin & Marisa
11708 Pillion Pl.
Manor, TX 78653

Suarez Humberto
11717 Pillion Pl.
Manor, TX 78653

Henry Daffney A
13745 Shady Ridge Ln.
Manor, TX 78653

Timmerman Commercial Investments LP
501 Vale St.
Austin, TX 78746-5732

Mullen Thomas & Amanda
11713 Pillion Pl.
Manor, TX 78653

Stiggers Gary L
11729 Pillion Pl.
Manor, TX 78653

Monroe Ozie SR Family Trust
P.O. BOX 254
Manor, TX 78653-0254

Hunt Anthony & Victoria
11720 Pillion Pl.
Manor, TX 78653

Mcarthur Marilyn D
11725 Pillion Pl.
Manor, TX 78653

Board of Trustees of the Manor
Independent
P.O. BOX 9190
% Butler Family Partnership
Austin, TX 78766-9190

Brown George Jr
P.O. Box 1158
Manor, TX 78653

Manker Michael & Lauren
11721 Pillion Pl.
Manor, TX 78653

Ambuhl Allen C & Debra K Young
11712 Pillion Pl.
Manor, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

Applicant: Metcalfe, Wolff, Stuart & Williams, LLP
Owner: Dwyer Realty Companies

BACKGROUND/SUMMARY:

This property is along the currently under construction Gregg Manor and will be across that road from the Lion’s Club. They are leaving a 1.6-acre tract as C-1 light commercial as well as extending Eggleston Street to connect to the new Gregg Manor Road. The property directly north is zoned MF-2, the properties west are zoned C-1 Light Commercial, and the properties along Parsons are zoned C-1 Light Commercial, Institutional, or SF-1 Single Family. Parson is considered a commercial corridor. West of the property is zoned SF-1 Single Family. The building setback for MF-2 to SF-1 is 80’ and of that 25’ is a bufferyard that only permits a solid wall and landscaping to provide a physical and visual buffer between the MF and SF. 9.8 acres of MF-2 can be up to 245 units.

The P&Z Commission voted 5-1 to recommend approval of this item

First reading was approved at the May 18, 2022, Regular Council Meeting. Second Reading was postponed at the June 1, 2022, Regular Council Meeting.

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

- Letter of Intent
- Ordinance No. 655
- Boundary Map
- Map
- Notice
- Labels

STAFF RECOMMENDATION:

It is City staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 655 rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		



METCALFE WOLFF
STUART & WILLIAMS, LLP

TALLEY WILLIAMS
Partner

twilliams@mwswtexas.com
512-404-2234

March 11, 2022

Mr. Scott Dunlop
Interim City Manager
105 E Eggleston St.,
Manor, Texas 78653

Via Online Submittal

Re: Application for Rezoning; Approximately 13.95 acres within the Las Entradas South Project located along the future Gregg Manor Extension and North of Old Highway 20 in Manor, Texas (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Light Commercial (C-1) to Multi-family 25 (MF-2). The Property is located within the Las Entradas South Project located along the future Gregg Manor Extension and North of Old Highway 20 in Manor, Texas (see attached Location Map).

The Property is part of the Las Entradas South Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. The Property will provide a unique multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Sincerely,

A handwritten signature in blue ink that reads 'Talley Williams'.

Talley Williams

ZONING EXHIBIT



ORDINANCE NO. 655

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.

WHEREAS, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A", (the "Property"), from the Light Commercial (C-1) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

SECTION 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO. 655

Page 2

PASSED AND APPROVED FIRST READING on this the 18th day of May 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of June 2022.

THE CITY OF MANOR, TEXAS

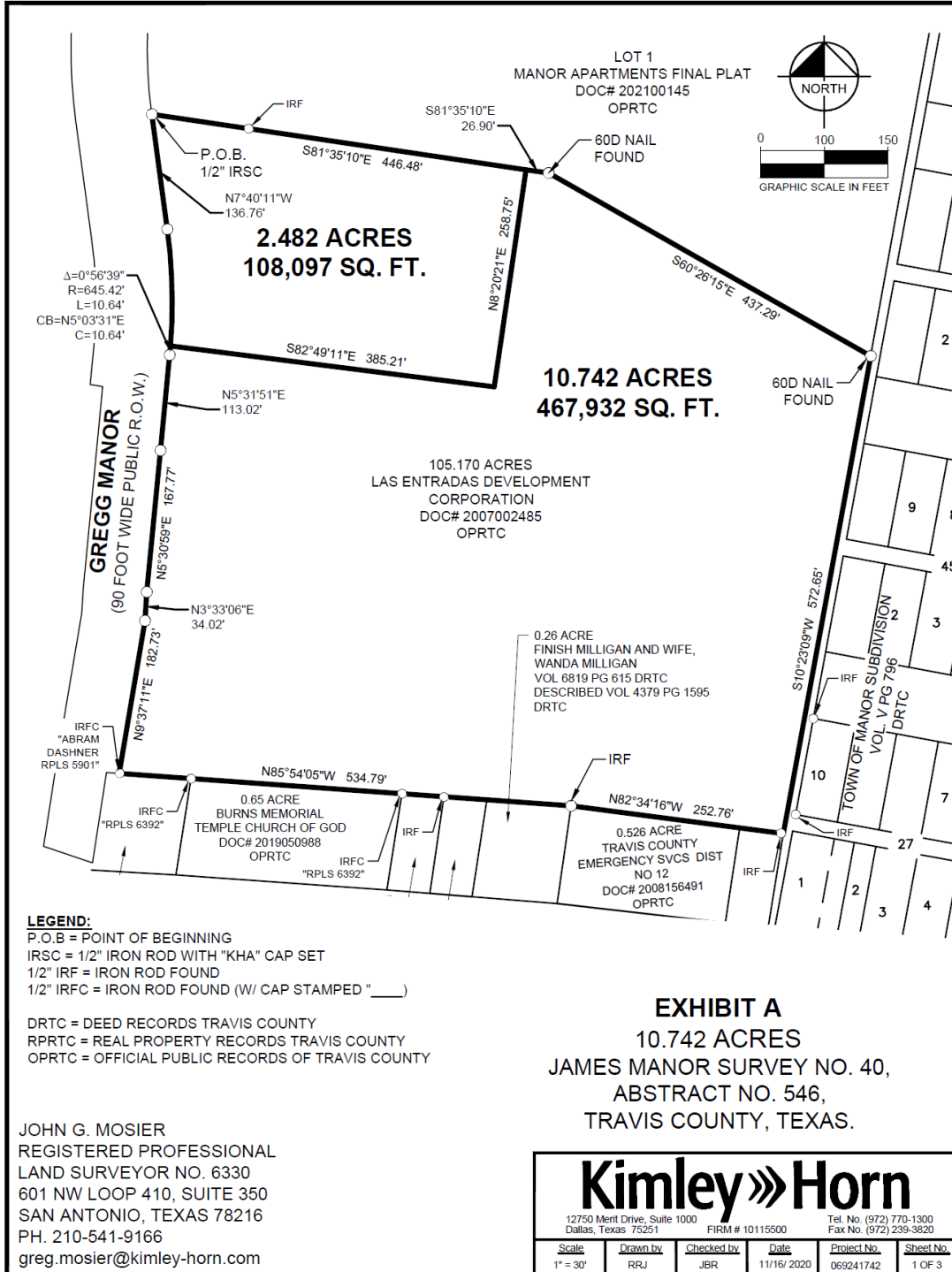
Dr. Christopher Harvey,
Mayor

ATTEST:

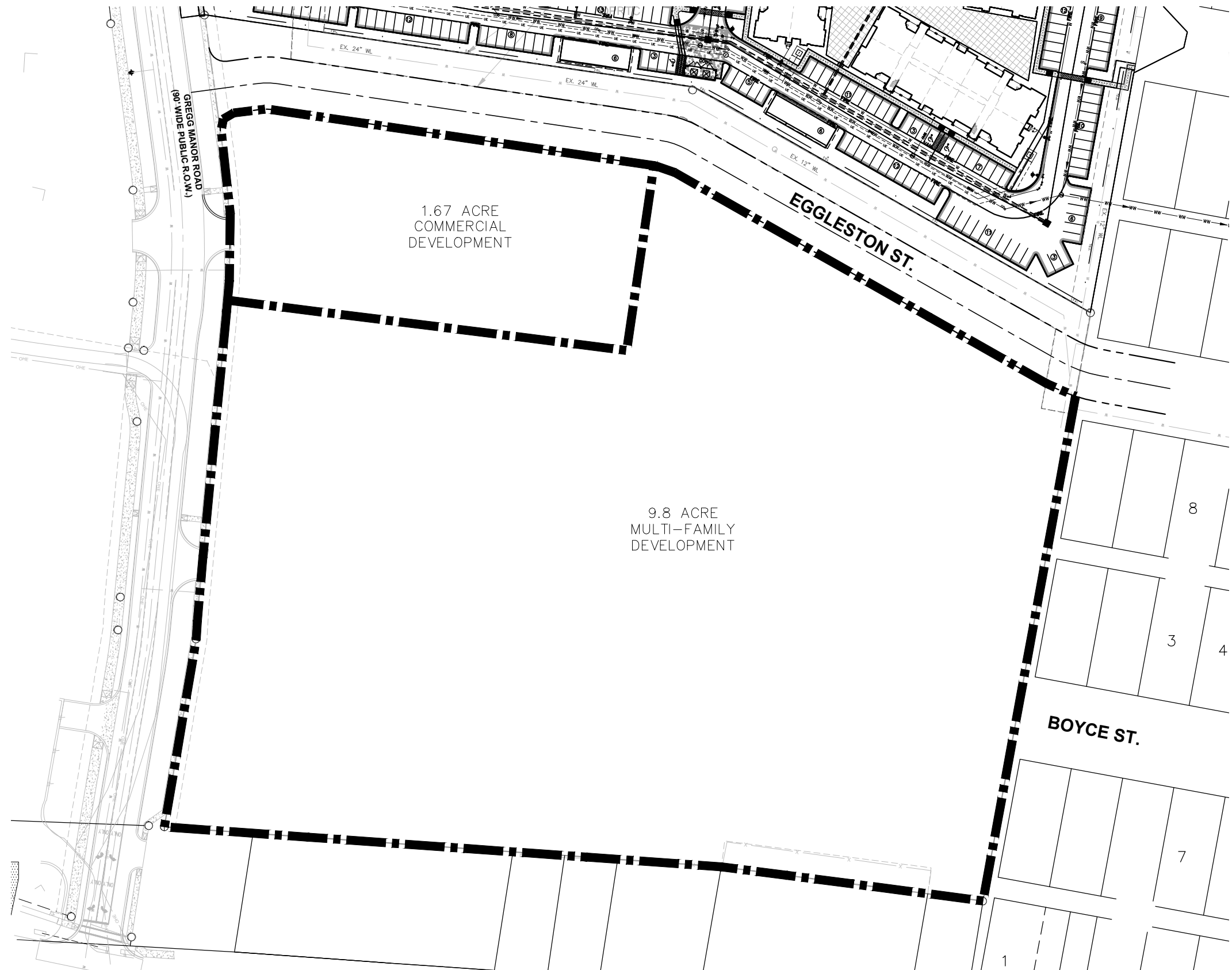
Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Description:



REECE, JASON 6/8/2022 5:40 PM C:\USERS\JASON.REECE\APPDATA\LOCAL\MICROSOFT\WINDOWS\NETCACHE\CONTENT.OUTLOOK\JVS33WLI13.224 AC TRACT.DWG

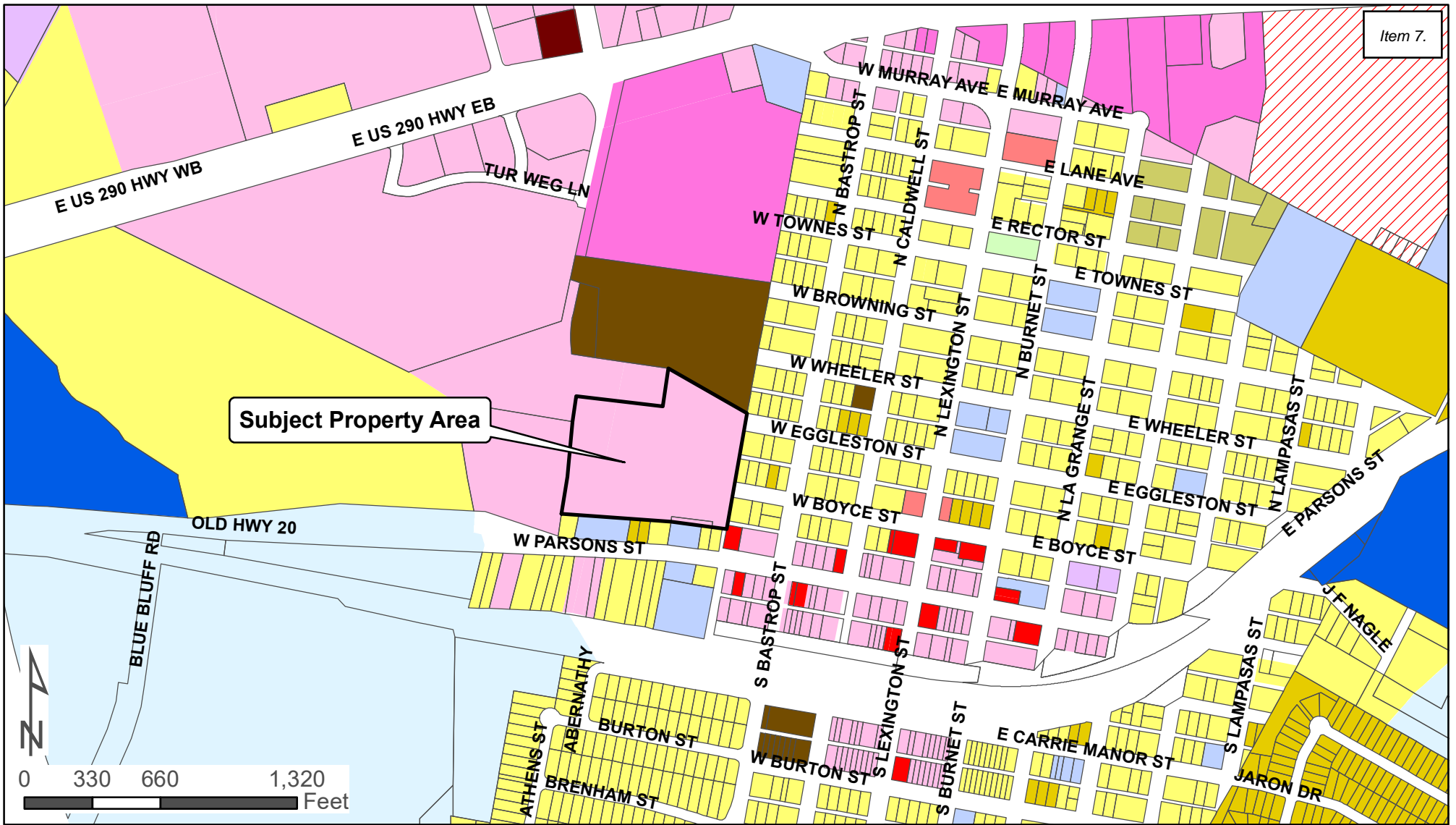


"EXHIBIT A"

MULTI-FAMILY DEVELOPEMENT MANOR, TX

DEVELOPER:
DD&B
CONSTRUCTION
17B FIRSTFIELD RD.
GAITHERSBURG,
MD 20878

SITE PLAN



Subject Property Area



Current:
Light Commercial (C-1)

Proposed:
Multi-Family 25 (MF-2)

Zone	
 A - Agricultural	 MH-1 - Manufactured Home
 SF-1 - Single Family Suburban	 I-1 - Institutional Small
 SF-2 - Single Family Standard	 I-2 - Institutional Large
 TF - Two Family	 GO - General Office
 TH - Townhome	 C-1 - Light Commercial
 MF-1 - Multi-Family 15	 C-2 - Medium Commercial
 MF-2 - Multi-Family 25	 C-3 - Heavy Commercial
	 NB - Neighborhood Business
	 DB - Downtown Business
	 IN-1 - Light Industrial
	 IN-2 - Heavy Industrial
	 PUD - Planned Unit Development
	 ETJ



March 31, 2022

City of Manor Development Services

Notification for a Rezoning Application

Case Number: 2022-P-1425-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

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***Applicant:* Metcalfe, Wolff, Stuart & Williams, LLP**

***Owner:* Dwyer Realty Companies**

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Newsome Florence Et Al.
P.O. BOX 133
Manor, TX 78653

Field Mary R Et. Al.
P.O. BOX 184
Manor, TX 78653

Duvall Novella P
P.O. BOX 654
Manor, TX 78653

Newsome Florence Et Al.
P.O. BOX 133
Manor, TX 78653

Taylor Floyd Roy Et. Al.
7010 Blessing
Austin, TX 78752

Herrera Juan Carlos & Maria D
107 N Bastrop St.
Manor, TX 78653

Garcia Epifanio Delgado
5503 Hibiscus
Austin, TX 78724

Cabello Pedro & Erica Cabello
209 N Bastrop St.
Manor, TX 78653

Desh Jr. LLC
4419 Ramsey Ave.
Austin, TX 78756

Wheeler Street Partnership
P.O. BOX 170309
Austin, TX 78717

Easley Lenora
P.O. BOX 734
Manor, TX 78653

Riojas Santiago & Irasema
P.O. BOX 885
Manor, TX 78653

Loggins Raydell
P.O. BOX 47
Manor, TX 78653

Easley Lenora
307 W Boyce St.
Manor, TX 78653

Crumbley Gilbert & Essie
P.O. BOX 170309
Austin, TX 78717

Bowen Bradley & Paula
18109 Whitewater Cv.
Round Rock, TX 78681

Bush Kaitanya L
P.O. BOX 218
Manor, TX 78653

Travis County Emergency
P.O. BOX 846
Manor, TX 78653

Bowen Bradley & Paula
18109 Whitewater Cv.
Round Rock, TX 78681

Guerrero Julio & Cynthia
P.O. BOX 142265
Austin, TX 78714

Travis County Emergency
P.O. BOX 846
Manor, TX 78653

Sepco
P.O. BOX 170309
Austin, TX 78717

Bowen Bradley & Paula
18109 Whitewater Cv.
Round Rock, TX 78681

Milligan Finish
3811 Liberty Square Trail
Fresno, TX 77545

Sepco
P.O. BOX 170309
Austin, TX 78717

Mims Michael L & Beverly R
P.O. BOX 447
Manor, TX 78653

Chavez Marcos A
12555 Kimbro Rd
Manor, TX 78653

AAA Fire & Safety Equipment Co. Inc.
P.O. BOX 16401
Austin, TX 78761

Davis Hattie Mae
P.O. BOX 229
Manor, TX 78653

Wilson Joetta
411 W Parsons St.
Manor, TX 78653

Burns Memorial Temple
P.O. BOX 1061
Manor, TX 78653

City of Manor
105 E. Eggleston St.
Manor, TX 78653

Al Noor Muslim Community Center of
Manor
900 Low Brim Cv
Pflugerville, TX 78660

Li Julie
P.O. BOX 203731
Austin, TX 78720

City of Manor
105 E. Eggleston St.
Manor, TX 78653

Carbajol Felipe H & Isabel Ortuno
P.O. BOX 214
Manor, TX 78653

Lions Club of Manor Inc.
P.O. BOX 68
Manor, TX 78653

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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Lydia Collins, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the Fiscal Year 2020-2021 Financial Audit Report.

BACKGROUND/SUMMARY:

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

- City of Manor, Texas Annual Financial Report and Independent Auditor’s Report Year Ended September 30, 2021

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council accept the City of Manor, Texas Annual Financial Report and Independent Auditor’s Report Year Ended September 30, 2021

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

**CITY OF MANOR, TEXAS
ANNUAL FINANCIAL REPORT
AND
INDEPENDENT AUDITORS' REPORT
YEAR ENDED SEPTEMBER 30, 2021**

CITY OF MANOR, TEXAS

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CITY OF MANOR, TEXAS

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
Members of the City Council
City of Manor, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Manor, Texas (the City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on pages 3-9, budgetary comparison information on page 49, schedule of changes in the City's net pension asset/liability and related ratios - last ten years on page 52-53, Texas Municipal Retirement System Last Ten Years schedule of funding progress on page 55, and Schedule of Changes in the City's Total OPEB Asset/Liability and Related Ratios on page 56-57 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 13, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Austin, Texas
May 13, 2022

**MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)**

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021

This section of the City of Manor's (the City) annual financial report presents management's discussion and analysis of the City's financial performance during the fiscal year ended September 30, 2021. This discussion and analysis should be read in conjunction with the City's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts - management's discussion and analysis (this section), the basic financial statements, and the required supplementary information. The basic financial statements include two types of statements that present different views of the City:

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the government, reporting the City's operations in more detail than the government-wide statements.
- Governmental funds statements tell how general government services were financed in the short term as well as what remains for future spending.
- The financial statements also include notes to the financial statements explaining some of the information in the financial statements and provide more detailed data.
- The report also contains required supplementary information in addition to the basic financial statements themselves. This contains additional information about the City's General Fund budget and information about the City's pension plan.

FIGURE A-1
REQUIRED COMPONENTS OF THE
CITY'S ANNUAL FINANCIAL REPORT

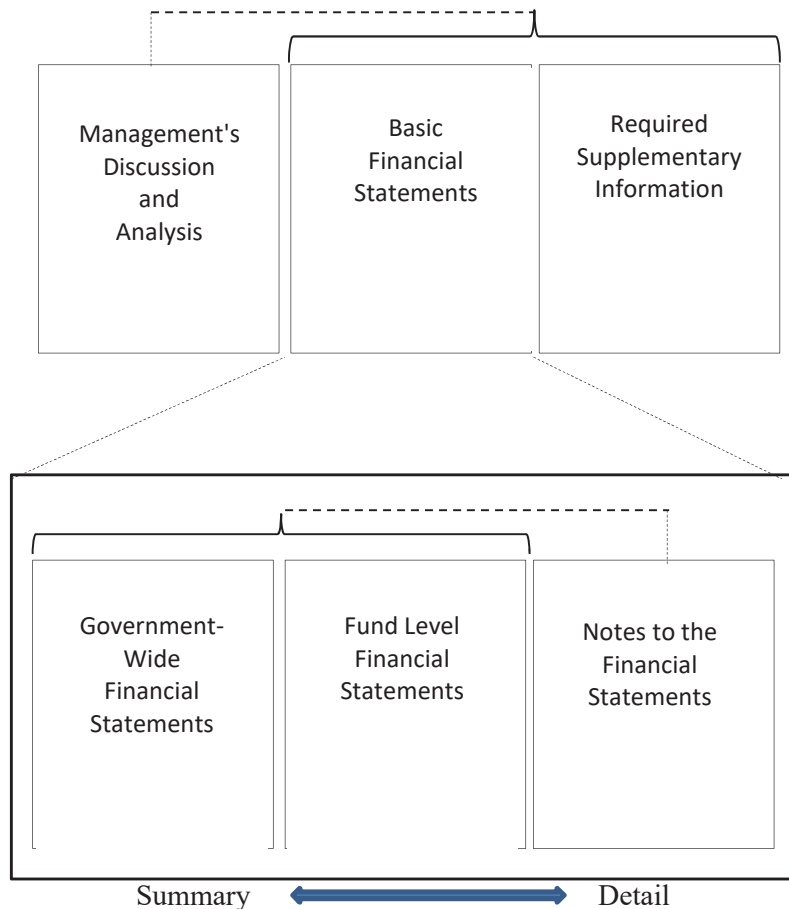


Figure A-1 shows how the parts of this annual report are arranged and related to one another.

The remainder of this overview explains the structure and contents of each of the statements.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021

Government-Wide Financial Statements

The government-wide financial statements report information about the City as a whole using accounting methods similar to those used by private-sector businesses. The statement of net position includes all of the government's assets and liabilities. In the statement of activities, all of the current year's revenues and expenses are accounted for regardless of when cash is received or paid, and all of the City's governmental activities and city services are combined and show how they are financed.

Both government-wide statements report the City's net position and how it has changed. Net position, the difference between the City's assets plus deferred outflows and liabilities plus deferred inflows, is one way to measure the City's financial health or position. Over time, increases or decreases in the City's net position are an indicator of whether its financial health is improving or deteriorating, respectively.

Fund Financial Statements

The fund financial statements provide more detailed information about the City's most significant (major) funds - not the City as a whole. Funds are accounting devices that the City uses to keep track of specific revenue sources and spending for particular purposes.

All cities have at least one major fund:

- Governmental fund – The City's basic services are included in governmental funds, which focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year end that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because these funds do not encompass the additional long-term focus of the government-wide statements, additional information is provided following each fund statement that explains the relationship (or difference) between them.

Other common major funds:

- Some common funds are required by State law, such as the debt service fund, special revenues fund, and capital projects fund.
- Management may establish other funds to control and manage money for particular purposes or to show that it is properly using certain revenue resources, such as special revenue, capital project, and grant funds.

Figure A-2 summarizes the major features of the City's financial statements, including the portion of the city government they cover, and the types of information they contain.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021

Figure A-2 - Major Features of the City's Government-Wide and Fund Financial Statements

<i>Type of Statements</i>	Fund Statements		
	Government-Wide	Governmental Funds	Proprietary Funds
<i>Scope</i>	Entire City's government (except fiduciary funds) and the City's component units.	The activities of the City that are not proprietary or fiduciary.	Activities the City operates similar to private business: utilities
<i>Required financial statements</i>	Statement of Net Position Statement of Activities	Balance Sheet Statement of Revenues, Expenditures & Changes in Fund Balances	Statement of Net Position Statement of Revenues, Expenses & Changes in Net Position Statement of Cash Flows
<i>Accounting basis and measurement focus</i>	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
<i>Type of asset/liability information</i>	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets or long-term debt included	All assets and liabilities, both financial and capital, and short-term and long-term
<i>Type of inflow/outflow information</i>	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after year end; expenditures when goods or services have been received and payment is made during the year or soon thereafter	All revenues and expenses during the year, regardless of when cash is received or paid

THE CITY AS A WHOLE (GOVERNMENT-WIDE)

FINANCIAL HIGHLIGHTS

- The City's total combined net position was \$45,145,273 at September 30, 2021 (See Figure A-3).
- Current year activity resulted in an increase in the City's net position by \$7,589,192 (See Figure A-4).

**CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021**

**Figure A-3
City's Net Position**

	Governmental Activities		Business-Type Activities		Total	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Assets:						
Current and other assets	\$ 15,298,633	\$ 8,984,784	\$ 18,843,448	\$ 20,065,460	\$ 34,142,081	\$ 29,050,244
Noncurrent assets	7,250,172	7,254,759	30,168,254	26,745,497	37,418,426	34,000,256
Total assets	<u>22,548,805</u>	<u>16,239,543</u>	<u>49,011,702</u>	<u>46,810,957</u>	<u>71,560,507</u>	<u>63,050,500</u>
Deferred outflows	493,788	608,830	33,376	47,713	527,164	656,543
Liabilities:						
Current liabilities	4,882,960	2,259,064	1,073,139	977,163	5,956,099	3,236,227
Long-term liabilities	6,119,170	7,160,736	14,616,566	15,464,343	20,735,736	22,625,079
Total liabilities	<u>11,002,130</u>	<u>9,419,800</u>	<u>15,689,705</u>	<u>16,441,506</u>	<u>26,691,835</u>	<u>25,861,306</u>
Deferred inflows	214,632	249,958	35,931	39,698	250,563	289,656
Net position:						
Investment in capital assets	1,022,634	306,600	15,739,104	12,531,966	16,761,738	12,838,566
Restricted	1,148,411	1,084,655	9,624,743	12,105,988	10,773,154	13,190,643
Unrestricted	9,654,786	5,787,360	7,955,595	5,739,512	17,610,381	11,526,872
Total net position	<u>\$ 11,825,831</u>	<u>\$ 7,178,615</u>	<u>\$ 33,319,442</u>	<u>\$ 30,377,466</u>	<u>\$ 45,145,273</u>	<u>\$ 37,556,081</u>

**CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021**

**Figure A-4
Changes in City Net Position**

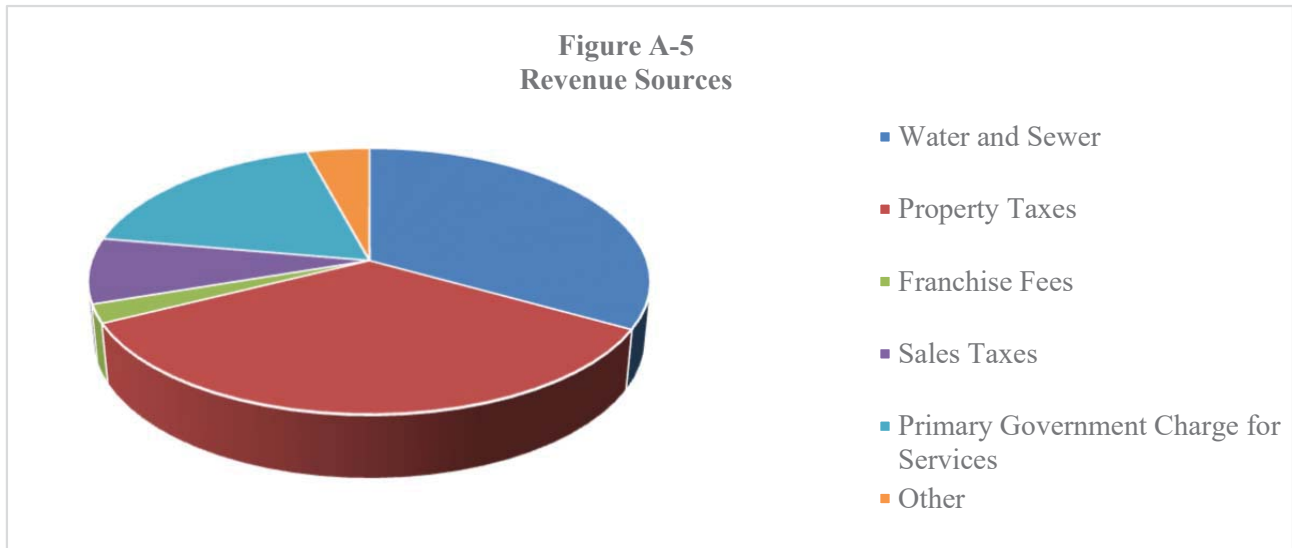
	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenues:						
Program revenues:						
Charges for services	\$ 4,549,820	\$ 5,151,248	\$ 8,351,432	\$ 8,499,391	\$ 12,901,252	\$ 13,650,639
General revenues:						
Taxes	11,299,434	10,138,602	-	-	11,299,434	10,138,602
Interest income	119,990	227,438	875	104,276	120,865	331,714
Other	869,065	316,838	-	-	869,065	316,838
Total revenues	16,838,309	15,834,126	8,352,307	8,603,667	25,190,616	24,437,793
Expenses:						
General government	3,221,827	2,992,245	-	-	3,221,827	2,992,245
Public safety	3,937,397	3,935,964	-	-	3,937,397	3,935,964
Streets	1,187,460	1,138,597	-	-	1,187,460	1,138,597
Municipal court	426,846	574,719	-	-	426,846	574,719
Development services	1,155,364	770,131	-	-	1,155,364	770,131
Sanitation	1,180,105	1,119,795	-	-	1,180,105	1,119,795
Interest and fiscal charges	171,931	189,899	395,821	389,601	567,752	579,500
Water and sewer	-	-	5,924,673	5,757,132	5,924,673	5,757,132
Total expenses	11,280,930	10,721,350	6,320,494	6,146,733	17,601,424	16,868,083
Revenues over(under) expenses	5,557,379	5,112,776	2,031,813	2,456,934	7,589,192	7,569,710
Transfers	(910,163)	(1,177,242)	910,163	1,177,242	-	-
Change in net position	4,647,216	3,935,534	2,941,976	3,634,176	7,589,192	7,569,710
Beginning net position	7,178,615	3,243,081	30,377,466	26,743,290	37,556,081	29,986,371
Ending net position	\$ 11,825,831	\$ 7,178,615	\$ 33,319,442	\$ 30,377,466	\$ 45,145,273	\$ 37,556,081

Item 8.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021

CITY REVENUES

The majority of the City's revenue is generated from charges for water and sewer services (33%), property taxes (34%), and primary government charges for services (18%). The remaining is obtained from the grants, contributions, sales taxes, franchise fees, court fees, and other sources (See Figure A-5).



GROWTH TRENDS

Governmental Activities

The City's property tax rate for maintenance and operations (M&O) increased from \$0.5845 to \$0.6009 in the current fiscal year generating \$6,265,984 in M&O taxes, an increase of \$645,865 over the previous fiscal year. While the City's franchise fees increased \$389,221, or 24%, and sales taxes decreased by \$63,081, or 10%. The new M&O tax rate for the year beginning October 1, 2021 is \$0.6034.

Business-Type Activities

Water sales decreased by \$26,137, or 1%, while sewer sales increased by \$90,988, or 4%.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

General Fund Budgetary Highlights

General Fund revenues exceeded expenditures and transfers by \$3,340,460 which was \$2,836,891 more than budgeted. See details of budget and actual revenues on page 49.

Capital Assets

During the year ended September 30, 2021, the City invested \$5,285,977 in a broad range of capital assets, including infrastructure, equipment, and buildings (See Figure A-6). These additions were funded from bond proceeds, capital impact fees, general budgeted expenditures, and notes payables.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
September 30, 2021

Figure A-6
City's Capital Assets

	Governmental Activities		Business-Type Activities		Total	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Land	\$ 470,607	\$ 470,607	\$ 406,816	\$ 406,816	\$ 877,423	\$ 877,423
Construction in progress	150,983	-	2,048,432	16,864,577	2,199,415	16,864,577
Buildings and equipment	8,015,276	7,481,897	1,633,247	1,570,349	9,648,523	9,052,246
Sidewalks	244,164	244,164	-	-	244,164	244,164
Streets and improvements	7,237,043	7,018,420	12,992	12,992	7,250,035	7,031,412
Water system	-	-	7,465,930	7,465,930	7,465,930	7,465,930
Sewer system	-	-	24,843,198	5,875,654	24,843,198	5,875,654
Total at historical cost	16,118,073	15,215,088	36,410,615	32,196,318	52,528,688	47,411,406
Accumulated depreciation	(8,867,901)	(7,960,329)	(6,242,361)	(5,450,821)	(15,110,262)	(13,411,150)
Net capital assets	\$ 7,250,172	\$ 7,254,759	\$ 30,168,254	\$ 26,745,497	\$ 37,418,426	\$ 34,000,256

Debt Administration

The City's property tax rate for debt services decreased from \$0.2316 to \$0.2152 in the current fiscal year generating \$2,197,846 in debt service taxes, an decrease of \$22,292 over the previous fiscal year. More detailed information about the City's debt is presented in the Notes to the Financial Statements. The new debt service tax rate for the year beginning October 1, 2021 is \$0.1793.

Figure A-7
City's Long-Term Debt

	Governmental Activities		Business-Type Activities		Total	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Notes payable	\$ 1,181,688	\$ 1,030,984	\$ 130,418	\$ 171,243	\$ 1,312,106	\$ 1,202,227
Bonds payable	5,045,850	6,128,721	14,429,150	15,247,825	19,475,000	21,376,546
Total	\$ 6,227,538	\$ 7,159,705	\$ 14,559,568	\$ 15,419,068	\$ 20,787,106	\$ 22,578,773

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Next year's proposed General Fund budget is projected to remain consistent with this year's actual revenues.

General fund proposed expenditures are expected to increase by \$3,223,550, resulting in a balanced budget.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. Any questions about this report or need for additional financial information should be addressed to the City of Manor, Attn: City Manager, P.O. Box 387, Manor, TX 78653.

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BASIC FINANCIAL STATEMENTS

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION
September 30, 2021

Item 8.

	Primary Government		Total
	Governmental Activities	Business-Type Activities	
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 13,754,204	\$ 8,649,603	\$ 22,403,807
Receivables, net	396,018	569,102	965,120
Restricted assets:			
Cash and cash equivalents	470,250	9,155,419	9,625,669
Investments	678,161	469,324	1,147,485
Non-current assets:			
Capital assets:			
Non-depreciable	621,590	2,455,248	3,076,838
Depreciable, net	6,628,582	27,713,006	34,341,588
Total assets	22,548,805	49,011,702	71,560,507
DEFERRED OUTFLOWS			
Deferred outflows related to refunding	181,889	-	181,889
Deferred outflows related to OPEB	23,362	3,851	27,213
Deferred outflows related to pensions	288,537	29,525	318,062
Total deferred outflows	493,788	33,376	527,164
LIABILITIES			
Current liabilities:			
Payable from unrestricted assets:			
Accounts payable	361,992	136,788	498,780
Passthrough liabilities	1,026,489	-	1,026,489
Unearned revenue	2,113,676	-	2,113,676
Payable from restricted assets:			
Interest payable	14,995	57,333	72,328
Notes payable, due within one year	464,408	42,122	506,530
Bonds payable, due within one year	901,400	748,600	1,650,000
Non-current liabilities:			
Payable from unrestricted assets:			
Compensated absences	293,805	35,077	328,882
Payable from restricted assets:			
Customer deposits	-	736,715	736,715
Notes payable, due more than one year	717,280	88,296	805,576
Bonds payable, due more than one year	4,144,450	13,680,550	17,825,000
Net OPEB liability	77,060	12,555	89,615
Net pension liability	886,575	151,669	1,038,244
Total liabilities	11,002,130	15,689,705	26,691,835

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION - CONTINUED
September 30, 2021

Item 8.

	Primary Government		Total
	Governmental Activities	Business-Type Activities	
DEFERRED INFLOWS			
Deferred inflows related to OPEB	\$ 14,709	\$ 2,361	\$ 17,070
Deferred inflows related to pensions	199,923	33,570	233,493
Total deferred inflows	214,632	35,931	250,563
NET POSITION			
Net investment in capital assets	1,022,634	15,739,104	16,761,738
Restricted	1,148,411	9,624,743	10,773,154
Unrestricted	9,654,786	7,955,595	17,610,381
Total net position	\$ 11,825,831	\$ 33,319,442	\$ 45,145,273

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CITY OF MANOR, TEXAS
STATEMENT OF ACTIVITIES
Year Ended September 30, 2021

Item 8.

Function/program activities	Expenses	Charges for Services
Primary government:		
Government activities:		
General government	\$ 3,221,827	\$ 259
Public safety	3,937,397	182,500
Streets	1,187,460	-
Municipal court	426,846	518,164
Development services	1,155,364	2,520,959
Sanitation	1,180,105	1,327,938
Interest on long-term debt	171,931	-
Total government activities	11,280,930	4,549,820
Business-type activities:		
Water	4,030,920	3,864,336
Sewer	1,893,753	4,487,096
Interest on long-term debt	395,821	-
Total business-type activities	6,320,494	8,351,432
Total primary government	17,601,424	12,901,252

General revenues:

Taxes:

 Property

 Sales

 Franchise

 Other

Interest income

Miscellaneous

Transfers

Total general revenues and transfers

Changes in net assets

Net position - beginning of year

Net position - end of year after restatement

The accompanying notes are an integral part of this financial statement.

Program Revenues		Net (Expenses) Revenues and Changes in Net Assets		
Operating Grants & Contributions	Capital Grants & Contributions	Primary Government		
		Governmental Activities	Business-Type Activities	Total
\$ -	\$ -	\$ (3,221,568)	\$ -	\$ (3,221,568)
-	-	(3,754,897)	-	(3,754,897)
-	-	(1,187,460)	-	(1,187,460)
-	-	91,318	-	91,318
-	-	1,365,595	-	1,365,595
-	-	147,833	-	147,833
-	-	(171,931)	-	(171,931)
-	-	(6,731,110)	-	(6,731,110)
-	-	-	(166,584)	(166,584)
-	-	-	2,593,343	2,593,343
-	-	-	(395,821)	(395,821)
-	-	-	2,030,938	2,030,938
-	-	(6,731,110)	2,030,938	(4,700,172)
		8,671,071	-	8,671,071
		2,001,801	-	2,001,801
		564,795	-	564,795
		61,767	-	61,767
		119,990	875	120,865
		869,065	-	869,065
		(910,163)	910,163	-
		11,378,326	911,038	12,289,364
		4,647,216	2,941,976	7,589,192
		7,178,615	30,377,466	37,556,081
		<u>\$ 11,825,831</u>	<u>\$ 33,319,442</u>	<u>\$ 45,145,273</u>

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2021**

Item 8.

	General Fund	Special Revenues Fund
ASSETS		
Unrestricted		
Cash and cash equivalents	\$ 13,268,552	\$ 714,768
Receivables, net	345,210	-
Restricted assets:		
Cash and cash equivalents	470,250	-
Investments	8,934	383,604
Total assets	\$ 14,092,946	\$ 1,098,372
 LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$ 361,992	\$ -
Passthrough liabilities	528,405	488,157
Unearned revenue	2,095,200	-
Total liabilities	2,985,597	488,157
 DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue - property taxes	118,404	-
Total liabilities	118,404	-
 FUND BALANCES		
Restricted	479,184	610,215
Committed	-	-
Unassigned	10,509,761	-
Total fund balances	10,988,945	610,215
Total liabilities, deferred inflows, and fund balances	\$ 14,092,946	\$ 1,098,372

The accompanying notes are an integral part of this financial statement.

Debt Service Fund	Capital Projects Fund	Total Governmental Funds
\$ (229,118)	\$ 2	\$ 13,754,204
50,808	-	396,018
-	-	470,250
285,623	-	678,161
<u>\$ 107,313</u>	<u>\$ 2</u>	<u>\$ 15,298,633</u>
\$ -	\$ -	\$ 361,992
-	9,927	1,026,489
18,476	-	2,113,676
<u>18,476</u>	<u>9,927</u>	<u>3,502,157</u>
88,837	-	207,241
<u>88,837</u>	<u>-</u>	<u>207,241</u>
-	-	1,089,399
-	(9,925)	(9,925)
-	-	10,509,761
-	(9,925)	11,589,235
<u>\$ 107,313</u>	<u>\$ 2</u>	<u>\$ 15,298,633</u>

The accompanying notes are an integral part of this financial statement.

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CITY OF MANOR, TEXAS
RECONCILIATION OF THE BALANCE SHEET OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
September 30, 2021

Item 8.

TOTAL FUND BALANCE - TOTAL GOVERNMENTAL FUNDS \$ 11,589,235

Amounts reported for governmental activities in the statement of net position are different due to the following:

Capital assets, net of accumulated depreciation are not financial resources and, therefore, are not reported in the funds. 7,250,172

Certain receivables are not available to pay current-period expenditures and, therefore, are deferred in the funds. This amount includes deferred property taxes. 207,241

Deferred outflows and inflows represent the consumption of net position that is applicable to a future reporting period and are not reported in the funds. 279,156

Certain liabilities related to long-term debt are not reported in the funds, such as accrued interest payable. (14,995)

Certain long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. (7,484,978)

NET POSITION - GOVERNMENTAL ACTIVITIES \$ 11,825,831

CITY OF MANOR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year Ended September 30, 2021

Item 8.

	General Fund	Special Revenues Fund
REVENUES		
Property taxes	\$ 6,265,984	\$ -
Sales tax	2,001,801	-
Franchise taxes	564,795	-
Other taxes	21,529	40,238
Licenses and permits	2,520,959	-
Charge for services	1,327,938	-
Court and police	518,164	-
Public safety	182,500	-
Interest income	119,355	492
Interest income - restricted	-	-
Other	869,324	-
Total revenues	\$ 14,392,349	\$ 40,730
EXPENDITURES		
Current:		
General government	\$ 3,375,551	\$ 31,038
Public safety	3,924,205	-
Streets	881,906	-
Municipal court	426,846	-
Development services	1,146,434	-
Sanitation	1,180,105	-
Capital outlay	116,842	-
Debt service:		
Principal	-	-
Interest	-	-
Total expenditures	11,051,889	31,038
Excess (deficiency) of revenues over expenditures	3,340,460	9,692
OTHER FINANCING SOURCES (USES)		
Transfers in	-	-
Transfers out	-	-
Total other financing sources (uses)	-	-
Net change in fund balances	3,340,460	9,692
Fund balances - beginning of year	7,648,485	600,523
Fund balances - end of year	\$ 10,988,945	\$ 610,215

The accompanying notes are an integral part of this financial statement.

<u>Debt Services Fund</u>	<u>Capital Projects Fund</u>	<u>Total Governmental Funds</u>
\$ 2,197,846	\$ -	\$ 8,463,830
-	-	2,001,801
-	-	564,795
-	-	61,767
-	-	2,520,959
-	-	1,327,938
-	-	518,164
-	-	182,500
143	-	119,990
-	-	-
-	-	869,324
<u>\$ 2,197,989</u>	<u>\$ -</u>	<u>\$ 16,631,068</u>
\$ 1,200	\$ -	\$ 3,407,789
-	-	3,924,205
-	-	881,906
-	-	426,846
-	-	1,146,434
-	-	1,180,105
-	-	116,842
871,325	-	871,325
135,425	-	135,425
<u>1,007,950</u>	<u>-</u>	<u>12,090,877</u>
<u>1,190,039</u>	<u>-</u>	<u>4,540,191</u>
261,347	-	261,347
<u>(1,171,510)</u>	<u>-</u>	<u>(1,171,510)</u>
<u>(910,163)</u>	<u>-</u>	<u>(910,163)</u>
279,876	-	3,630,028
<u>(279,876)</u>	<u>(9,925)</u>	<u>7,959,207</u>
<u>\$ -</u>	<u>\$ (9,925)</u>	<u>\$ 11,589,235</u>

The accompanying notes are an integral part of this financial statement.

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CITY OF MANOR, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended September 30, 2021

Item 8.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS \$ 3,630,028

Amounts reported for governmental activities in the statement of activities are different due to the following:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlay expenses in the current period. (4,587)

The proceeds of debt issuances provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net assets. Repayment of debt principal is an expenditure in the governmental funds, but the long-term liabilities in the statement of net assets. This is the amount by which debt payments exceeded proceeds and changes in accrued interest and amortization of deferred outflows from refunding. 698,201

Some expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in the governmental funds. These expenditures include changes in accrued compensation and changes in pension and OPEB benefits and related inflows and outflows. 323,574

CHANGE IN NET ASSETS - GOVERNMENTAL ACTIVITIES \$ 4,647,216

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION - CONTINUED
PROPRIETARY FUND
September 30, 2021

Item 8.

	Water and Sewer System	Capital Impact Fees	Total
ASSETS			
Current assets:			
Unrestricted assets:			
Cash and cash equivalents	\$ 8,649,603	\$ -	\$ 8,649,603
Accounts receivable, net	569,102	-	569,102
Restricted assets:			
Cash and cash equivalents	736,715	8,418,704	9,155,419
Investments	-	469,324	469,324
Total current assets	9,955,420	8,888,028	18,843,448
Non-current assets:			
Non-depreciable assets, net	2,455,248	-	2,455,248
Depreciable assets, net	27,713,006	-	27,713,006
Total non-current assets	30,168,254	-	30,168,254
Total assets	40,123,674	8,888,028	49,011,702
DEFERRED OUTFLOWS			
Deferred outflow related to OPEB	3,851	-	3,851
Deferred outflow related to pension	29,525	-	29,525
Total deferred outflows	33,376	-	33,376
LIABILITIES			
Current liabilities:			
Accounts payable	136,788	-	136,788
Interest payable	57,333	-	57,333
Notes payable, due within one year	42,122	-	42,122
Bonds payable, due within one year	748,600	-	748,600
Total current liabilities	984,843	-	984,843
Non-current liabilities:			
Compensated absences	35,077	-	35,077
Customer deposits	736,715	-	736,715
Notes payable, due after one year	88,296	-	88,296
Bonds payable, due after one year	13,680,550	-	13,680,550
Net OPEB liability	12,555	-	12,555
Net pension liability	151,669	-	151,669
Total non-current liabilities	14,704,862	-	14,704,862
Total liabilities	15,689,705	-	15,689,705

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUND
September 30, 2021

Item 8.

	Water and Sewer System	Capital Impact Fees	Total
DEFERRED INFLOWS			
Deferred inflow related to OPEB	\$ 2,361	\$ -	\$ 2,361
Deferred inflow related to pensions	33,570	-	33,570
Total deferred inflows	35,931	-	35,931
NET POSITION			
Investment in capital assets	15,739,104	-	15,739,104
Restricted	736,715	8,888,028	9,624,743
Unrestricted	7,955,595	-	7,955,595
Total net assets	\$ 24,431,414	\$ 8,888,028	\$ 33,319,442

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
PROPRIETARY FUND
Year Ended September 30, 2021

Item 8.

	Water and Sewer System	Capital Impact Fees	Total
OPERATING REVENUES			
Water service	\$ 2,885,693	\$ -	\$ 2,885,693
Sewer service	2,409,120	-	2,409,120
Penalties	96,593	-	96,593
Miscellaneous	455	-	455
Capital impact fees	-	2,959,571	2,959,571
Total operating revenues	5,391,861	2,959,571	8,351,432
OPERATING EXPENSES			
Personnel services	819,624	-	819,624
Operations	151,122	535,922	687,044
Utilities	262,866	-	262,866
Insurance	50,019	-	50,019
Materials and supplies	198,538	-	198,538
Maintenance	163,622	671,435	835,057
Water fees	1,674,972	-	1,674,972
Wastewater fees	605,013	-	605,013
Depreciation	791,540	-	791,540
Total operating expenses	4,717,316	1,207,357	5,924,673
OPERATING INCOME	674,545	1,752,214	2,426,759
NON-OPERATING REVENUES (EXPENSES)			
Interest income	641	234	875
Interest expense	(395,821)	-	(395,821)
Total non-operating revenues (expenses)	(395,180)	234	(394,946)
INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS	279,365	1,752,448	2,031,813
CONTRIBUTIONS AND TRANSFERS			
Transfers in (out)	3,245,361	(3,245,361)	-
Transfers from (to) primary government	910,163	-	910,163
CHANGE IN NET POSITION	4,434,889	(1,492,913)	2,941,976
NET POSITION - BEGINNING OF YEAR	19,996,525	10,380,941	30,377,466
NET POSITION - END OF YEAR	\$ 24,431,414	\$ 8,888,028	\$ 33,319,442

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
Year Ended September 30, 2021

Item 8.

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	\$ 8,322,714
Payments to suppliers	(4,194,749)
Payments to employees and contractors	(879,193)
Net cash flows from operating activities	3,248,772
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Increase in customer deposits	45,962
Increase in restricted assets	2,481,245
Net cash flows from non-capital financing activities	2,527,207
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Transfers from primary government	1,171,510
Additions to capital assets	(4,214,297)
Issuances of notes payable	-
Principal payments on debt	(859,500)
Interest payments on debt	(382,705)
Net cash flows from capital and related financing activities	(4,284,992)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income	875
Net cash flows from investing activities	875
NET CHANGE IN CASH AND CASH EQUIVALENTS	1,491,862
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	7,419,088
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 8,910,950
RECONCILIATION OF OPERATING INCOME TO NET CASH FROM OPERATING ACTIVITIES	
Operating income	\$ 2,426,759
Adjustments not affecting cash:	
Depreciation	791,540
(Increase) decrease in assets and increase (decrease) in liabilities:	
Accounts receivable	(28,718)
Accounts payable	118,760
Compensated absences	(31,034)
Deferred outflows	14,337
Deferred inflows	(3,767)
Net OPEB liability	1,916
Net pension liability	(41,021)
Net cash flows from operating activities	\$ 3,248,772

The accompanying notes are an integral part of this financial statement.

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CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Manor, Texas (City) is a Home Rule city in which citizens elect the mayor and six council members at large by place. The City operates under the Council-Manager form of government and provides such services as are authorized by its charter to advance the welfare, health, comfort, safety, and convenience of the City and its inhabitants.

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP) in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted primary standard-setting body for establishing governmental accounting and financial reporting principles. GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards, which along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. The more significant accounting and reporting policies and practices used by the City are described below.

Reporting Entity

The City's basic financial statements include all activities, organizations, and functions for which the City is considered to be financially accountable. The criteria considered in determining activities to be reported within the City's basic financial statements include whether:

- the organization is legally separate (can sue and be sued in its own name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is a fiscal dependency by the organization of the City

The above criteria were applied to potential organizations to determine if the entity should be reported as part of the City. It was determined that the City has no component units or related organizations that should be reported within the City's basic financial statements.

Implementation of New Standards

In fiscal year 2021, the City implemented:

GASB Statement No. 84, *Fiduciary Activities* (GASB 84). This statement establishes criteria for identifying fiduciary activities of all state and local governments. Also presented are criteria for types of fiduciary funds and guidelines for recognizing liabilities in fiduciary funds. GASB Statement No. 90, *Majority Equity Interests – An Amendment of GASB Statements No. 14 and No. 61* (GASB 90). This statement improves the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. GASB Statement No. 98, *The Annual Comprehensive Financial Report*. This statement establishes the term annual comprehensive financial report and its acronym ACFR. This new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. None of these GASB Statements had an impact on the financial statements of the City.

Government-Wide Financial Statements

The government-wide financial statements are prepared using the economic resources measurement focus and accrual basis of accounting. Government-wide financial statements do not provide information by individual fund or fund types, but distinguish between the City's governmental activities and business-type activities on the Statement of Net Position and Statement of Activities. The statements report information on all of the non-fiduciary activities of the primary government and its component units. The City's Statement of Net Position includes both non-current assets and non-current liabilities of the City. Accrual accounting reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter. Additionally, the government-wide Statement of Activities reflects depreciation expense on the City's capital assets, including infrastructure.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (government and business-type activities). The City reports all capital assets, including infrastructure, in the government-wide Statement of Net Position and reports depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of the City is broken down into three categories: 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted. Long-term liabilities are reported in two categories: 1) the amount due within one year; and 2) the amount due in more than one year.

Statement of Activities

The government-wide Statement of Activities reports net revenue (expense) in a format that focuses on the cost of each of the City's governmental activities and for each of the City's business-type activities. The expense of individual functions is compared to revenues generated directly by the function (for instance, through user charges or intergovernmental grants). General revenues (including all taxes), investment earnings, special and extraordinary items, and transfers between governmental and business-type activities are reported separately after the total net expenses of the government's functions, ultimately arriving at the change in net position of the period. Program revenues are segregated into three categories: 1) charges for services; 2) program-specific operating grants and contributions; and 3) program-specific capital grants and contributions. Indirect costs are allocated amount functions based on use.

Fund Level Financial Statements

In addition to the government-wide financial statements, the City prepares fund financial statements, which continue to use the modified accrual basis of accounting and the current financial resources measurement focus. The focus on the fund financial statements is on the major individual funds of the governmental and business-type activities, as well as any fiduciary funds (by category) and any component units. Fund financial accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

The City reports the following major governmental funds:

General Fund

Reports as the primary fund of the City. This fund is used to account for all financial resources not reported in any other funds.

Special Revenue Fund

Established to account for revenues assessed and collected for specific purposes.

Debt Service Fund

Established to account for the accumulation of financial resources for the payment of principal and interest of the City's general obligation debt. The City annually levies *ad valorem* taxes restricted for the retirement of general obligation bonds and interest. This fund reports *ad valorem* taxes collected for debt purposes only.

Capital Projects Fund

Bond Management - Established to account for the capital expenditures of general obligation bond proceeds.

Grants Management - Established to account for the City's capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to these program uses.

The City reports the following major enterprise funds:

Water and Sewer Fund

Accounts for the operating activities of the City's water and sewer services.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Measurement Focus/Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within fund). Proprietary fund level financial statements also report using the same focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when liability is incurred, regardless of the timing of related cash flows. Property tax revenues are recognized in the year in which they are levied while grants are recognized when grantor eligibility requirements are met.

Governmental fund level financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within sixty days of the fiscal year end. Expenditures are recorded when the related fund liability is incurred, except for debt principal and interest which are reported expenditures in the year due.

Major revenue sources susceptible to accrual include sales and property taxes. In general, other revenues are recognized when cash is received.

Operating income reported in the proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and included administrative expenses and depreciation of capital assets.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed. See Note E for information describing the City's restricted assets.

Assets, Liabilities, and Net Position or Equity

Cash and Cash Equivalents

For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

Inventories and Prepaid Items

The City records purchases of supplies as expenditures, utilizing the purchase method of accounting for inventory. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

Capital Assets

The City's capital assets and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The City maintains infrastructure asset records consistent with all other capital assets. Proprietary capital assets are also reported in their respective funds. Donated assets are stated at fair value on the date donated. The City generally capitalizes assets with a cost of \$5,000 or more as purchases and outlays occur. The cost of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. For information describing capital assets. (see Note F)

Estimated useful lives, in years, for depreciable assets are as follows:

Vehicles	5
Software	5
Machinery and equipment	5-7
Buildings and improvements	10-20
Infrastructure	20-50

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Deferred Inflows/Outflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until that time. Deferred outflows, found on the government-wide statement of net position, consist of deferred losses on refundings and deferred outflows related to pensions. A deferred loss on refunding occurs when there is a difference in the carrying value of the refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded debt or refunding debt. Deferred outflows related to pensions consist of amounts paid into the retirement system after the prescribed measurement date plus the net difference between projected and actual earnings.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows, found on the government-wide statement of net position, consist of deferred inflows related to pensions and deferred professional prosecutor revenue. On the governmental funds balance sheet, deferred inflows consist of deferred property tax revenue, deferred special assessment revenue, and deferred professional prosecutor revenue. All amounts are deferred and recognized as inflows of resources in the period that the amounts become available.

Long-Term Debt

In the government-wide and proprietary fund level financial statements, outstanding debt is reported as liabilities. Outstanding debt is reported within governmental activities and business-type activities based on use of proceeds. Bond issue costs are expensed when incurred.

Fund Balance/Net Position

Fund balances/net position are divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Non-spendable

The non-spendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.

Restricted

Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that the City can be compelled by an external party-such as citizens, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed

The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance or resolution) of the City Council. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, committed fund balance classification may be redeployed for other purposes with appropriate due process. Constraints imposed on the use of committed amounts are imposed by the City Council, separate from the authorization to raise the underlying revenue; therefore, compliance with these constraints are not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, the assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the City Council or a city official delegated that authority by City Charter or ordinance.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Unassigned

Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Revenues and Expenditures/Expenses

Inter-Fund Activity

Inter-fund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as inter-fund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other inter-fund transactions are treated as transfers. Transfers-in and transfers-out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, inter-fund receivables and payables, if applicable, are netted and presented as a single "Internal Balances" line of the government-wide statement of net assets.

Compensated Absences

Compensated absences are reported as accrued in the government-wide financial statements. In the fund level financial statements, only matured compensated absences payable to currently terminating employees are reported.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported periods. Final amounts could differ from those estimates.

B. DEPOSITS AND INVESTMENTS

The City's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the City's agent bank approved pledged securities in an amount sufficient to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

Cash Deposits

At September 30, 2021, carrying amounts of the City's cash deposits were \$32,029,476 and bank balances were \$32,901,033. The City's cash deposits at September 30, 2021, were not in excess of FDIC insurance and bank pledges securities.

Investments

The City is required by Government Code Chapter 2256, The Public Funds Investment Act (Act), to adopt, implement, and publicize an investment policy. That policy must be written; primarily emphasize safety of principal and liquidity; address investment diversification, yield, and maturity and the quality and capability of investment management; and include a list of the types of authorized investments in which the investing entity's funds may be invested and the maximum allowable stated maturity of any individual investment owned by the entity.

The Act requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the general purpose financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the City adhered to the requirements of the Act. Additionally, investment practices of the City were in accordance with local policies.

The Act determines the types of investments which are allowable for the City. These include, with certain restrictions, (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

B. DEPOSITS AND INVESTMENTS - CONTINUED

Fair Value Hierarchy

The three levels of the fair value hierarchy under GASB 72 are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the entity has the ability to access.
- Level 2 Inputs to the valuation methodology include:
 - Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets;
 - Inputs other than quoted prices that are observable for the asset or liability; and
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 Inputs to the valuation methodology are unobservable and significant and use the best information available under the circumstances.

The City's investments at September 30, 2021, are shown below. These investments are not classified in a level hierarchy as they are recorded at net asset value.

Investment or Investment Type	Maturity	Fair Value
TexPool Investment	N/A	\$ 1,147,485

GASB Statement No. 79, *Certain External Investment Pools and Pool Participants* (GASB 79). This statement establishes how certain state and local government external investment pools may measure and report their investments. An external investment pool may elect to measure, for reporting purposes, all of its investments at amortized cost if it meets certain criteria. In addition, this statement also establishes additional note disclosures for external investment pools and their participants.

TexPool operates in a manner consistent with the criteria set forth in GASB 79 and therefore uses amortized cost to report net assets to compute share prices. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. TexPool does not have any restrictions or limitations on withdrawals.

TexPool is rated AAAM by Standard & Poor's. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's for review. TexPool is also required to send portfolio information to the office of the State Comptroller of Public Accounts.

Analysis of Specific Deposit and Investment Risks

Professional standards require a determination as to whether the City was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the City was not exposed to a significant amount of credit risk.

Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name. At September 30, 2021, the City's investment deposits were entirely covered by depository insurance or collateralized with securities held by the pledging financial institution in the City's name.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

B. DEPOSITS AND INVESTMENTS - CONTINUED

Concentration of Credit Risk

This is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the City was not exposed to concentration of credit risk.

Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year end, the City was not exposed to interest rate risk.

Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the City was not exposed to foreign currency risk.

C. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of differences between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position:

The governmental fund balance sheet includes a reconciliation between the governmental fund balance on the fund financial statements and total net position of governmental activities on the government-wide financial statements.

Governmental fund balance		\$ 11,589,235
 <u>Difference due to capital assets</u>		
Capital assets	16,118,073	
Accumulated depreciation	(8,867,901)	7,250,172
 <u>Difference due to deferred outflows</u>		
Deferred outflows related to pensions	288,537	
Deferred outflows related to OPEB	23,362	
Deferred loss on refunding	181,889	493,788
 <u>Difference due to current liabilities</u>		
Interest payable		(14,995)
 <u>Difference due to non-current liabilities</u>		
Compensated absences	(293,805)	
Net pension liability	(886,575)	
Net OPEB liability	(77,060)	
Notes payable	(1,181,688)	
Bonds payable	(5,045,850)	(7,484,978)
 <u>Difference due to deferred inflows</u>		
Deferred inflows related to property taxes	207,241	
Deferred inflows related to pensions	(199,923)	
Deferred inflows related to OPEB	(14,709)	(7,391)
Government-wide net position		\$ 11,825,831

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

C. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED

Explanation of differences between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-wide Statement of Activities:

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between the change in governmental fund balance on the fund financial statements and change in total net position of governmental activities on the government-wide financial statements.

Change in governmental fund balance		\$ 3,630,028
 <u>Amount by which depreciation exceeds capital outlay expense and other capital related transactions</u>		
Capital outlay	1,071,680	
Depreciation expense	<u>(1,076,267)</u>	(4,587)
 <u>Long-term debt and related items</u>		
Debt payments	1,243,389	
Debt issuances	(522,768)	
Accrued interest adjustment	7,237	
Amortization of loss on refunding	<u>(29,657)</u>	698,201
 <u>Expenses or revenues that do not require the use of current financial resources or have not matured</u>		
Change in deferred revenue	(14,086)	
Property taxes recorded as deferred inflows	207,241	
Changes in pension expense and deferred outflows and inflows	194,882	
Changes in OPEB expense and deferred outflows and inflows	(12,056)	
Compensated absence adjustment	<u>(52,407)</u>	<u>323,574</u>
Change in government-wide net position		\$ <u>4,647,216</u>

D. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, AND DEFERRED REVENUE

Sales Tax Receivable

Sales taxes are collected and remitted to the City by the State Comptroller's Office. All sales taxes are collected within sixty days of year end. At fiscal year end, the receivables represent taxes collected but not yet received by the City and are recorded as revenue.

Property Taxes Receivable and Deferred Revenue

Property taxes are assessed and remitted to the City by the Travis County Tax Assessor's Office. Taxes, levied annually on October 1, are due by January 31. The majority of tax payments are received December through March. Lien dates for real property are July.

Allowances for uncollectible tax receivables reported in the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off when deemed uncollectible; however, state statutes prohibit writing off real property taxes without specific authority from the Texas Legislation.

In the governmental fund level financial statements, property taxes receivable are recorded in the General Fund when assessed (October 1). At fiscal year end, property taxes receivables represent delinquent taxes. If delinquent taxes are not paid within sixty days of fiscal year end, they are recorded as deferred revenue.

In the government-wide financial statements, property tax receivables and related revenues include all amounts due to the City regardless of when cash is received.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

D. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, AND DEFERRED REVENUE - CONTINUED

At September 30, 2021, receivables for governmental activities are summarized in the government-wide financial statements as follows:

	Receivables	Allowance for Uncollectible Accounts	Net Receivables
Sales tax receivable	\$ 168,991	\$ -	\$ 168,991
Property tax receivable	207,241	(88,858)	118,383
Employee receivable	1,961	-	1,961
Court fines receivable	1,010,083	(979,780)	30,303
Other	76,380	-	76,380
Total receivables	<u>\$ 1,464,656</u>	<u>\$ (1,068,638)</u>	<u>\$ 396,018</u>

Business-Type Activities Receivables

Business-type activities receivables represent amounts due from customers for water, wastewater, and sanitation services. These receivables are due within one month. Receivables are reported net of an allowance for uncollectible accounts and revenues net of what is estimated to be uncollectible. The allowance is estimated using accounts receivable past due more than ninety days.

At September 30, 2021, Business-type activities receivables are summarized in the financial statements as follows:

	Receivables	Allowance for Uncollectible Accounts	Net Receivables
Customer receivables	\$ 583,119	\$ (15,217)	\$ 567,902
NSF checks	1,200	-	1,200
Total receivables	<u>\$ 584,319</u>	<u>\$ (15,217)</u>	<u>\$ 569,102</u>

E. RESTRICTED ASSETS

At September 30, 2021, restricted assets consisted of the following:

	Governmental Activities	Business-Type Activities	Total
Cash and cash equivalents:			
Debt service (deficit)	\$ -	\$ -	\$ -
Other	(488,231)	-	(488,231)
Parkland project	470,250	-	470,250
Rose Hill Public Improvement District	488,231	-	488,231
Customer deposits	-	736,715	736,715
Capital improvements - water system	-	2,404,649	2,404,649
Capital improvements - sewer system	-	6,014,055	6,014,055
Total cash and cash equivalents	<u>\$ 470,250</u>	<u>\$ 9,155,419</u>	<u>\$ 9,625,669</u>

	Governmental Activities	Business-Type Activities	Total
Investments:			
Parks	\$ 8,934	\$ -	\$ 8,934
Debt service	285,623	-	285,623
Tourism	383,604	-	383,604
Capital improvements - sewer system	-	469,324	469,324
Total investments	<u>\$ 678,161</u>	<u>\$ 469,324</u>	<u>\$ 1,147,485</u>

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

F. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2021, was as follows:

	Beginning Balance	Additions	Deletions/ Reclass	Ending Balance
Governmental Activities:				
Non-depreciable assets:				
Land	\$ 470,607	\$ -	\$ -	\$ 470,607
Construction in progress	-	150,983	-	150,983
Total non-depreciable assets	<u>\$ 470,607</u>	<u>\$ 150,983</u>	<u>\$ -</u>	<u>\$ 621,590</u>
Depreciable assets:				
Buildings	\$ 2,419,785	\$ -	\$ -	\$ 2,419,785
Equipment	5,062,112	702,074	(168,695)	5,595,491
Sidewalks	244,164	-	-	244,164
Streets and improvements	7,018,420	218,623	-	7,237,043
Total depreciable assets	14,744,481	920,697	(168,695)	15,496,483
Accumulated depreciation	(7,960,329)	(1,076,267)	168,695	(8,867,901)
Depreciable assets, net	<u>\$ 6,784,152</u>	<u>\$ (155,570)</u>	<u>\$ -</u>	<u>\$ 6,628,582</u>
Business-Type Activities:				
Non-depreciable assets:				
Land	\$ 406,816	\$ -	\$ -	\$ 406,816
Construction in progress	16,864,577	4,151,399	(18,967,544)	2,048,432
Total non-depreciable assets	<u>\$ 17,271,393</u>	<u>\$ 4,151,399</u>	<u>\$ (18,967,544)</u>	<u>\$ 2,455,248</u>
Depreciable assets:				
Machinery and equipment	\$ 1,570,349	\$ 62,898	\$ -	\$ 1,633,247
Culverts	12,992	-	-	12,992
Infrastructure - water system	7,465,930	-	-	7,465,930
Infrastructure - sewer system	5,875,654	-	18,967,544	24,843,198
Total depreciable assets	14,924,925	62,898	18,967,544	33,955,367
Accumulated depreciation	(5,450,821)	(791,540)	-	(6,242,361)
Depreciable assets, net	<u>\$ 9,474,104</u>	<u>\$ (728,642)</u>	<u>\$ 18,967,544</u>	<u>\$ 27,713,006</u>

Depreciation expense was charged to the functions as follows:

Function:	Governmental Activities	Business-Type Activities	Total
General government	\$ 180,202	\$ -	\$ 180,202
Public safety	330,882	-	330,882
Streets	556,253	-	556,253
Development services	8,930	-	8,930
Water	-	500,839	500,839
Sewer	-	290,701	290,701
Total depreciation expense	<u>\$ 1,076,267</u>	<u>\$ 791,540</u>	<u>\$ 1,867,807</u>

G. INTER-FUND BALANCES AND ACTIVITY

Transfers (To)From Other Funds

Purpose	General Fund	Debt Service Fund	Proprietary Fund	Capital Impact Fees
Property taxes collected for debt payments	\$ -	\$ (1,171,510)	\$ 1,171,510	\$ -
Transfers of funds to cover debt service	-	261,347	(261,347)	-
Transfer of capital assets	-	-	3,245,361	(3,245,361)

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

H. LONG-TERM DEBT

Long-Term Debt Activity

Changes in long-term debt obligations for the year ended September 30, 2021, are as follows:

	Beginning Balances	Increases	Decreases	Ending Balances	Amounts Due Within One Year
Governmental Activities:					
Notes payable	\$ 1,030,984	\$ 522,768	\$ (372,064)	\$ 1,181,688	\$ 464,408
Bonds payable	5,917,175	-	(871,325)	5,045,850	901,400
Loss on refunding	211,546	-	(29,657)	181,889	29,657
Total governmental activities	<u>\$ 7,159,705</u>	<u>\$ 522,768</u>	<u>\$ (1,273,046)</u>	<u>\$ 6,409,427</u>	<u>\$ 1,395,465</u>
Business-Type Activities:					
Notes payable	\$ 171,243	-	\$ (40,825)	\$ 130,418	\$ 42,122
Bonds payable	15,247,825	-	(818,675)	14,429,150	748,600
Total business-type activities	<u>\$ 15,419,068</u>	<u>\$ -</u>	<u>\$ (859,500)</u>	<u>\$ 14,559,568</u>	<u>\$ 790,722</u>

Debt Service Requirements

Notes Payable

On March 15, 2017, the City entered into financing agreements for vehicles totaling \$222,087 at 2.67% fixed interest rate with yearly payments of \$47,660 due in November. The City's balance remaining on the note payable at September 30, 2021, is \$46,420.

On November 15, 2017, the City entered into financing agreements for vehicles totaling \$277,570 at 2.67% fixed interest rate with yearly payments of \$58,477 due in November. The City's balance remaining on the note payable at September 30, 2021, is \$56,957.

On November 15, 2017, the City entered into financing agreements for vehicles totaling \$441,289 at 2.56% fixed interest rate with yearly payments of \$95,053 due in November. The City's balance remaining on the note payable at September 30, 2021, is \$183,009.

On November 30, 2018, the City entered into financing agreements for vehicles totaling \$582,414 at 3.57% fixed interest rate with yearly payments of \$135,919 due in December. The City's balance remaining on the note payable at September 30, 2021, is \$257,945.

On July 26, 2019, the City entered into financing agreements for vehicles and equipment totaling \$376,450 at 3.175% fixed interest rate with yearly payments of \$82,611 due in July. The City's balance remaining on the note payable at September 30, 2021, is \$232,890.

On September 17, 2020, the City entered into financing agreements for vehicles totaling \$50,302 at 2.77% fixed interest rate with yearly payments of \$10,618 due in October. The City's balance remaining on the note payable at September 30, 2021, is \$30,166.

On November 18, 2020, the City entered into financing agreements for vehicles totaling \$435,599 at 1.942% fixed interest rate with yearly payments of \$92,259 due in December. The City's balance remaining on the note payable at September 30, 2021, is \$435,599.

On November 11, 2020, the City entered into financing agreements for tasers totaling \$87,169 at 0.00% fixed interest rate with yearly payments of \$17,280 due in November. The City's balance remaining on the note payable at September 30, 2021, is \$69,120.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

H. LONG-TERM DEBT - CONTINUED

Notes Payable - Continued

Debt service requirements on long-term notes payable at September 30, 2021, were as follows:

For the years ending September 30,	Governmental Activities		
	Principal	Interest	Total
2022	\$ 506,530	\$ 33,347	\$ 539,877
2023	414,248	19,461	433,709
2024	194,768	8,000	202,768
2025	106,058	3,481	109,539
2026	90,502	1,757	92,259
	\$ 1,312,106	\$ 66,046	\$ 1,378,152

Bonds Payable

General Obligation Refunding Bonds, Series 2010

On May 15, 2011, the City issued \$935,000 in general obligation bonds, proceeds to be used to refund Series 2009 revenue bonds. Bond interest rates range from 2.83% to 4.70% with semi-annual payments due on March 1 and September 1 of each year until maturity in 2024 or prior redemption.

General Obligation Refunding Bonds, Series 2012

On April 1, 2012, the City issued \$3,510,000 in general obligation bonds, proceeds to be used to refund Series 2001 and 2004 revenue bonds. The bond interest rate of 2.55% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2026 or prior redemption.

Certificate of Obligation Bonds, Series 2012

On September 1, 2012, the City issued \$1,835,000 in certificate of obligation bonds, proceeds to be used for city construction. Bond interest rate of 2.49% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2027 or prior redemption.

General Obligation Refunding Bonds, Series 2015

On February 15, 2015, the City issued \$4,750,000 in general obligation bonds, proceeds to be used to partially refund Series 2007 revenue bonds. Bond interest rate of 2.29% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2026 or prior redemption.

Combination Tax and Revenue Certificate of Obligation Bonds, Series 2016

On August 18, 2016, the City issued \$18,000,000 in certificate of obligation bonds, proceeds to be used for city street and drainage improvements (\$270,000) and water and waste water improvements (\$17,730,000). Bond interest rate of 2.29% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2031 or prior redemption.

Debt service requirements on long-term bond debt at September 30, 2021, were as follows:

For the years ending September 30,	Series 2010 - \$935,000		
	Principal	Interest	Total
2022	\$ -	\$ 11,985	\$ 11,985
2023	-	11,985	11,985
2024	-	11,985	11,985
2025	255,000	11,985	266,985
Total	\$ 255,000	\$ 47,940	\$ 302,940

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

H. LONG-TERM DEBT - CONTINUED

Bonds Payable - Continued

		Series 2012 - \$3,510,000		
		Principal	Interest	Total
For the years ending September 30,				
	2022	\$ 310,000	\$ 27,158	\$ 337,158
	2023	315,000	19,253	334,253
	2024	315,000	11,220	326,220
	2025	60,000	3,188	63,188
	2026	65,000	1,718	66,718
	Total	\$ 1,065,000	\$ 62,537	\$ 1,127,537
		Series 2012 - \$1,835,000		
		Principal	Interest	Total
For the years ending September 30,				
	2022	\$ 130,000	\$ 20,418	\$ 150,418
	2023	130,000	17,181	147,181
	2024	135,000	13,944	148,944
	2025	140,000	10,583	150,583
	2026	140,000	7,097	147,097
	2027	145,000	3,611	148,611
	Total	\$ 820,000	\$ 72,834	\$ 892,834
		Series 2015 - \$4,750,000		
		Principal	Interest	Total
For the years ending September 30,				
	2022	\$ 450,000	\$ 67,441	\$ 517,441
	2023	465,000	57,136	522,136
	2024	485,000	46,487	531,487
	2025	500,000	35,381	535,381
	2026	515,000	23,931	538,931
	2026-2027	530,000	12,137	542,137
	Total	\$ 2,945,000	\$ 242,513	\$ 3,187,513
		Series 2016 - \$18,000,000		
		Principal	Interest	Total
For the years ending September 30,				
	2022	\$ 760,000	\$ 329,531	\$ 1,089,531
	2023	780,000	312,127	1,092,127
	2024	800,000	294,265	1,094,265
	2025	1,170,000	275,945	1,445,945
	2026	1,200,000	249,152	1,449,152
	2027-2031	9,680,000	659,005	10,339,005
	2032	2,180,000	49,922	2,229,922
	Total	\$ 16,570,000	\$ 2,169,947	\$ 18,739,947

Deferred Outflow on Refunding

The City has deferred outflow of \$373,180 related to the Series 2015 refunding. This outflow represents the amount of the new bond principal, less issuance costs, that was greater than the current principal balance of the bonds refunded and will be amortized, straight-line, over the life of the Series 2015 Bond. The deferred outflow remaining balance at September 30, 2021 was \$181,889.

Continuing Disclosure

The City has entered into a continuing disclosure undertaking to provide Annual Reports and Material Event Notices to the State Information Disclosure Depository of Texas, which is the Municipal Advisory Council. This information is required under SEC Rule 15c2-12 to enable investors to analyze the financial condition and operation of the City.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

I. RESTRICTED NET ASSETS

At September 30, 2021, net assets restricted by enabling legislation consisted of the following:

	Governmental Activities	Business-Type Activities	Total
Rose Hill Public Improvement District	\$ 488,231	\$ -	\$ 488,231
Parkland project	470,250	-	470,250
Tourism	383,604	-	383,604
Debt service	285,623	-	285,623
Other	(479,297)	-	(479,297)
Capital improvements	-	9,624,743	9,624,743
Total restricted net assets	\$ 1,148,411	\$ 9,624,743	\$ 10,773,154

J. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts, thefts, damage or destruction of assets, error and omissions, injuries to employees, and natural disasters. During fiscal year 2015, the City obtained general liability coverage at a cost that is considered to be economically justifiable by joining together with other governmental entities in the State as a member of the Texas Municipal League Intergovernmental Risk Pool (TML). TML is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to TML for its above insurance coverage. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. The City continues to carry commercial insurance for other risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years.

K. PENSION PLAN

Plan Description

The City provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide Texas Municipal Retirement System (TMRS), an agent multiple-employer public employee retirement system. The plan provisions that have been adopted by the City are within the options available in the governing state statutes of TMRS.

TMRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TMRS. This report also provides detailed explanations of the contributions, benefits, and actuarial methods and assumptions used by TMRS. This report may be obtained by writing to TMRS, P.O. Box 149153, Austin, TX 78714-9153, or by calling 800-924-8677; in addition, the report is available on TMRS's website at www.TMRS.com.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City are as follows:

	Plan Year 2019	Plan Year 2020
Employee deposit rate	7.0%	7.0%
Matching ratio (city to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age/years of service)	60/5, 0/20	60/5, 0/20
Updated service credit	0%	0%
Annuity increase (to retirees)	0% of CPI	0% of CPI

At December 31, 2020, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	9
Inactive employees entitled to but not yet receiving benefits	40
Active employees	80
	129

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

K. PENSION PLAN - CONTINUED

Contributions

Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Projected Unit Credit actuarial cost method. This rate consists of the normal cost contribution rate and the prior service cost contribution rate, which is calculated to be a level percent of payroll from year to year. The normal cost contribution rate finances the portion of an active member's projected benefit allocated annually; the prior service contribution rate amortizes the unfunded (overfunded) actuarial liability (asset) over the applicable period for that city. Both the normal cost and prior service contribution rates include recognition of the projected impact of annually repeating benefits, such as Updated Service Credits and Annuity Increases.

The City contributes to the TMRS Plan at an actuarially determined rate. Both the employees and the City make contributions monthly. Since the City needs to know its contribution rate in advance for budgetary purposes, there is a one-year delay between the actuarial valuation that serves as the basis for the rate and the calendar year when the rate goes into effect. The actuarially determined required employer contribution rate for calendar years 2020, 2019, and 2018 were 9.23%, 4.35%, and 4.38%, respectively. The required contribution rate payable by the employee members for calendar years 2020, 2019, and 2018 was 7%.

Net Pension Asset

The City's net pension asset was measured as of December 31, 2020, and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The total pension liability in the December 31, 2020, actuarial valuation was determined using the following actuarial assumptions:

Actuarial valuation date	December 31, 2020
Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Payroll, Closed
Remaining amortization period	24 Years
Asset valuation method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.
Other Information:	
Notes	1) There were no benefit changes during the year.

The actuarial assumptions used in the December 31, 2020, valuation were based on the results of an actuarial experience study for the period December 31, 2014 – December 31, 2018.

Discount Rate

The discount rate used to measure the total pension asset was 6.75%. System-wide Investment Return Assumption: 6.75% per year, compounded annually, composed of an assumed 2.50% inflation rate and a 4.25% net real rate of return. This rate represents the assumed return, net of all investment expenses.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

K. PENSION PLAN - CONTINUED

Change in Net Pension Asset

	Increase (Decrease)		
	Total Pension Liability / (Asset)	Fiduciary Net Position	Net Pension Liability / (Asset)
	(a)	(b)	(a-b)
Balances as of December 31, 2019	\$ 5,433,888	\$ 4,110,326	\$ 1,323,562
Changes for the year:			
Service cost	599,998	-	599,998
Interest on total pension liability	383,525	-	383,525
Change in benefit terms including substantively automatic status	-	-	-
Difference between expected and actual experience	(196,958)	-	(196,958)
Effect of assumptions changes or inputs	-	-	-
Benefit payments	(104,072)	-	(104,072)
Contributions - employer	-	430,394	(430,394)
Contributions - employee	-	330,708	(330,708)
Net investment income	-	312,881	(312,881)
Benefit payments	-	(104,072)	104,072
Administrative expenses	-	(2,019)	2,019
Other	-	(81)	81
Net changes	682,493	967,811	(285,318)
Balances as of December 31, 2020	\$ 6,116,381	\$ 5,078,137	\$ 1,038,244

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate.

	1% Decrease 5.75%	Current Discount Rate 6.75%	1% Increase 7.75%
Net pension liability / (asset)	\$ 2,133,393	\$ 1,038,244	\$ 161,597

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TMRS's comprehensive annual financial report.

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the City recognized pension expense of \$406,735. At September 30, 2021, deferred outflows and inflows of resources related to pensions were reported from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual earnings	\$ 119,272	\$ -
Differences between projected and actual earnings	-	108,936
Changes in assumptions	5,285	-
Contributions made subsequent to measurement date	-	318,062
	\$ 124,557	\$ 426,998

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

K. PENSION PLAN - CONTINUED

The \$318,062 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as pension expense as follows:

Years Ending September 30,	
2021	\$ (121,380)
2022	(21,782)
2023	(81,243)
2024	(30,569)
2025	(27,419)
Thereafter	(20,048)
	\$ (302,441)

Funded Status and Funding Process

The fund status as of December 31, 2020, is presented as follows:

(a)	(b)	(c)	(d)	(e)	(f)	
Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Funded Ratio (a)/(b)	Unfunded AAL (UAAL) (b) - (a)	Covered Payroll	UAAL as of % of Covered Payroll (d)/(e)
12/31/2018	\$ 3,027,809	\$ 4,607,130	65.7%	\$ 1,579,321	\$ 3,752,058	42.1%
12/31/2019	4,110,326	5,433,888	75.6%	1,323,562	4,338,512	30.5%
12/31/2020	5,078,137	6,116,381	83.0%	1,038,244	4,338,512	23.9%

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual amounts are compared to past expectations and new estimates are made about the future.

Actuarial calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of each valuation, and reflect a long-term perspective. Consistent with that perspective, actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility actuarial in accrued liabilities and the actuarial value of assets. The schedule of funding progress, presented as Required Supplementary Information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability of benefits.

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)

Plan Description

The City also participates in the cost sharing multiple-employer defined benefit group-term insurance plan operated by the Texas Municipal Retirement System (TMRS) known as Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefit," or OPEB.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF) - CONTINUED

At December 31, 2020, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	4
Inactive employees entitled to but not yet receiving benefits	7
Active employees	80
	91

Contributions

Due to the SDBF being considered an unfunded OPEB plan, benefit payments are treated as being equal to the employer’s yearly contributions for retirees. During the year ended September 30, 2021, the City has not made any contributions to the SDBF.

Actuarial Assumptions

The total pension liability in the December 31, 2020, actuarial valuation was determined using the following actuarial assumptions:

Actuarial valuation date	December 31, 2020
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Discount rate*	2.00%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates - service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates - disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year setforward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.
Other Information:	
Notes	No benefit changes during the year.

*The discount rate was based on the Fidelity Index’s “20-Year Municipal GO AA Index” rate as of December 31, 2020.

Note: The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

Item 8.

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF) - CONTINUED

	<u>Change in Net Pension Asset</u>		
	Increase (Decrease)		
	Total Pension Liability / (Asset) (a)	Fiduciary Net Position (b)	Net Pension Liability / (Asset) (a-b)
Balances as of December 31, 2019	\$ 76,286	\$ -	\$ 76,286
Changes for the year:			
Service cost	10,866	-	10,866
Interest on total pension liability	2,241	-	2,241
Difference between expected and actual experience	(15,733)	-	(15,733)
Effect of assumptions changes or inputs	16,427	-	16,427
Benefit payments	(472)	-	(472)
Administrative expenses	-	-	-
Contributions - employer	-	-	-
Contributions - employee	-	-	-
Benefit payments	-	-	-
Other	-	-	-
Net changes	13,329	-	13,329
Balances as of December 31, 2020	\$ 89,615	\$ -	\$ 89,615

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 2%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (1%) or one percentage point higher (3%) than the current rate.

	1% Decrease 1.00%	Current Discount Rate 2.00%	1% Increase 3.00%
Net pension liability / (asset)	\$ 118,794	\$ 89,615	\$ 68,537

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TMRS's comprehensive annual financial report.

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the City recognized pension expense of \$14,080. At September 30, 2021, deferred outflows and inflows of resources related to pensions were reported from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ 17,070	\$ -
Changes in assumptions and other inputs	-	27,213
Contributions made subsequent to measurement date	-	-
	\$ 17,070	\$ 27,213

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended September 30, 2021

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF) - CONTINUED

Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as pension expense as follows:

Years Ending September 30,		
2021	\$	1,445
2022		1,445
2023		1,445
2024		1,445
2025		1,445
Thereafter		2,918
	<u>\$</u>	<u>10,143</u>

M. HEALTH CARE COVERAGE

During the year ended September 30, 2021, employees of the City were covered by a health insurance plan (the Plan). The City paid premiums of \$514,240 to the Plan. Employees, at their option, authorized payroll withholdings to pay premiums for dependents. All premiums were paid to a licensed insurer. The Plan was authorized by Article 3.51-2, Texas Insurance Code and was documented by contractual agreement.

The contract between the City and the licensed insurer is renewable October 1, and terms of coverage and premium costs are included in the contractual provisions.

N. COMMITMENTS AND CONTINGENCIES

Construction Commitments

On April 3, 2019, the City approved a contract with Excel Construction Services LLC for \$16,722,300 for Wilbarger Creek wastewater treatment and collection system. This project will be completed in FY 2022.

On February 5, 2020, the City entered into a contract for the construction of 2 lift stations. This contract has an estimated cost of \$1,931,100 and construction will start later in 2020. These project have been completed during FY 2022.

Grant Contingencies

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required, and the collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

Litigation

The City is subject to certain legal proceedings in the normal course of operations. In the opinion of management, the aggregate liability, if any, with respect to potential legal actions will not materially adversely affect the City's financial position, results of operations, or cash flows.

Arbitrage Rebates

The City invests portions of bond proceeds during construction of related projects and as reserves for debt retirement after construction is complete. Any interest earned on invested bond proceeds over interest paid on bonds must be paid back to the federal government every five years. As of September 30, 2020, the City's arbitrage liability was \$0.

O. SUBSEQUENT EVENTS

On December 1, 2021, the City issued \$6,360,000 in certificate of obligation bonds, proceeds to be used for water and waste water improvements. Bond interest rate of 1.76% with annual payments due on August 15 of each year until maturity in 2036 or prior redemption.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF MANOR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) - GENERAL FUND
Year Ended September 30, 2021

Item 8.

	Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Property taxes	\$ 6,097,243	\$ 6,409,019	\$ 6,265,984	\$ (143,035)
Sales taxes	1,381,300	1,381,300	2,001,801	620,501
Franchise taxes	468,000	476,787	564,795	88,008
Other taxes	18,400	20,610	21,529	919
Licenses and permits	1,463,267	2,205,567	2,520,959	315,392
Charge for services	914,500	927,760	1,327,938	400,178
Court and police	670,150	219,362	518,164	298,802
Public safety	154,842	277,066	182,500	(94,566)
Interest	71,600	128,400	119,355	(9,045)
Other	333,483	621,237	869,324	248,087
Total revenues	11,572,785	12,667,108	14,392,349	1,725,241
EXPENDITURES				
General government	3,572,492	3,914,074	3,375,551	538,523
Public safety	4,085,991	4,087,991	3,924,205	163,786
Streets	1,155,408	1,293,508	881,906	411,602
Municipal court	681,128	681,128	426,846	254,282
Development services	1,007,378	1,010,178	1,146,434	(136,256)
Sanitation	1,020,000	1,020,000	1,180,105	(160,105)
Capital outlay	412,280	156,660	116,842	39,818
Debt payments	-	-	-	-
Interest	-	-	-	-
Total expenditures	11,934,677	12,163,539	11,051,889	1,111,650
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	(361,892)	503,569	3,340,460	2,836,891
OTHER FINANCING SOURCES (USES)				
Capital grants and contributions	-	-	-	-
Transfers (to) from other funds:	-	-	-	-
Total other financing sources (uses)	-	-	-	-
NET CHANGE IN FUND BALANCE				
	(361,892)	503,569	3,340,460	2,836,891
FUND BALANCE - BEGINNING OF YEAR				
	7,648,485	7,648,485	7,648,485	-
FUND BALANCE - END OF YEAR				
	\$ 7,286,593	\$ 8,152,054	\$ 10,988,945	\$ 2,836,891

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CITY OF MANOR, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
Year Ended September 30, 2021

A. GENERAL FUND BUDGETARY ANALYSIS

Budgetary Information

The City Council adopts an annual budget prepared on a non-GAAP cash basis. City management may transfer part or all of any unencumbered appropriation balance within specific categories (i.e., personnel, operations, supplies, or capital outlay) within programs; however, any revisions that alter the total expenditures of the categories must be approved by the City Council. The City, for management purposes, adopts budgets for all funds. Legal budgets are also adopted for all funds, and the legal level of control is the fund level.

Capital projects are funded through capital grants or general obligation debt authorized for specific purposes.

All unused appropriations, except appropriations for capital expenditures, lapse at the close of the fiscal year to the extent they have not been expended or encumbered. An appropriation for capital expenditures shall continue in force until the purpose for which it was made is accomplished or abandoned. No supplemental budgetary appropriations occurred in the debt service fund or in the general fund. Revised budgets, if any, are used for budget versus actual comparisons.

B. BUDGET VERSUS ACTUAL RESULTS

Operating revenues in the general fund were greater than budgeted by \$1,725,241, and operating expenditures were less than budgeted by \$1,111,650, resulting in an overall operating variance favorable of \$2,836,891. Due to favorable operating results, there was an overall increase in fund balance of \$3,340,460 for the City's general fund.

CITY OF MANOR, TEXAS
REQUIRED SUPPLEMENTAL INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S NET PENSION ASSET/LIABILITY
AND RELATED RATIOS
LAST TEN YEARS*
(Unaudited)

Item 8.

	<u>2021</u>	<u>2020</u>
Total Pension Liability (Asset)		
Service cost	\$ 599,998	\$ 550,557
Interest on total pension liability	383,525	327,129
Change in benefit terms including substantively automatic status	-	-
Effect of plan changes	-	-
Difference between expected and actual experience	(196,958)	28,739
Effect of assumptions changes or inputs	-	(7,557)
Benefit payments, including refunds of employee contributions	<u>(104,072)</u>	<u>(72,110)</u>
Net change in total pension liability (asset)	682,493	826,758
Total pension liability (asset), beginning	<u>5,433,888</u>	<u>4,607,130</u>
Total pension liability (asset), ending (a)	<u><u>\$ 6,116,381</u></u>	<u><u>\$ 5,433,888</u></u>
Fiduciary Net Position		
Employer contributions	\$ 430,394	\$ 384,826
Employee contributions	330,708	303,696
Net investment income	312,881	468,829
Benefit payments, including refunds of employee contributions	(104,072)	(72,110)
Administrative expenses	(2,019)	(2,645)
Other	<u>(81)</u>	<u>(79)</u>
Net change in fiduciary net position	967,811	1,082,517
Fiduciary net position, beginning	<u>4,110,326</u>	<u>3,027,809</u>
Fiduciary net position, ending (b)	<u><u>\$ 5,078,137</u></u>	<u><u>\$ 4,110,326</u></u>
Net pension liability (asset), ending = (a) - (b)	<u><u>\$ 1,038,244</u></u>	<u><u>\$ 1,323,562</u></u>
Fiduciary net position as a % of total pension liability (asset)	83.03%	75.64%
Covered employee payroll	\$ 4,724,397	\$ 4,338,512
Net pension liability (asset) as a % of covered employee payroll	21.98%	30.51%

* Fiscal year 2015 was the first year of implementation, therefore only seven years are shown.

2019	2018	2017	2016	2015
\$ 473,885	\$ 312,499	\$ 263,418	\$ 217,127	\$ 131,462
276,744	169,207	144,524	122,699	103,455
1,049,303	-	-	-	-
-	-	-	-	25,647
22,226	39,102	11,751	14,209	26,291
-	-	-	68,829	-
(57,375)	(57,953)	(99,189)	(16,304)	(41,958)
<u>1,764,783</u>	<u>462,855</u>	<u>320,504</u>	<u>406,560</u>	<u>244,897</u>
<u>2,842,347</u>	<u>2,379,492</u>	<u>2,058,988</u>	<u>1,652,428</u>	<u>1,407,531</u>
<u>\$ 4,607,130</u>	<u>\$ 2,842,347</u>	<u>\$ 2,379,492</u>	<u>\$ 2,058,988</u>	<u>\$ 1,652,428</u>
\$ 160,213	\$ 145,755	\$ 96,836	\$ 81,392	\$ 42,366
187,603	171,891	144,102	126,237	100,392
(84,618)	312,128	133,631	2,638	91,356
(57,375)	(57,953)	(99,189)	(16,304)	(41,958)
(1,635)	(1,619)	(1,511)	(1,607)	(953)
(85)	(82)	(81)	(79)	(78)
<u>204,103</u>	<u>570,120</u>	<u>273,788</u>	<u>192,277</u>	<u>191,125</u>
<u>2,823,706</u>	<u>2,253,586</u>	<u>1,979,798</u>	<u>1,787,521</u>	<u>1,596,396</u>
<u>\$ 3,027,809</u>	<u>\$ 2,823,706</u>	<u>\$ 2,253,586</u>	<u>\$ 1,979,798</u>	<u>\$ 1,787,521</u>
<u>\$ 1,579,321</u>	<u>\$ 18,641</u>	<u>\$ 125,906</u>	<u>\$ 79,190</u>	<u>\$ (135,093)</u>
65.72%	99.34%	94.71%	96.15%	108.18%
\$ 3,752,058	\$ 3,437,829	\$ 2,882,032	\$ 2,524,736	\$ 2,007,847
42.09%	0.54%	4.37%	3.14%	-6.73%

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**CITY OF MANOR, TEXAS
TEXAS MUNICIPAL RETIREMENT SYSTEM
SCHEDULE OF FUNDING PROGRESS
(Unaudited)**

Item 8.

Actuarial Valuation Date	(a) Actuarial Value of Assets	(b) Actuarial Accrued Liability (AAL)	(c) Funded Ratio (a)/(b)	(d) Unfunded AAL (UAAL) (b) - (a)	(e) Covered Payroll	(f) UAAL as a Percentage of Covered Payroll (d)/(e)
12/31/2018	\$ 3,027,809	\$ 4,607,130	65.7%	\$ 1,579,321	\$ 3,752,058	42.1%
12/31/2019	4,110,326	5,433,888	75.6%	1,323,562	4,338,512	30.5%
12/31/2020	5,078,137	6,116,381	83.0%	1,038,244	4,338,512	23.9%

CITY OF MANOR, TEXAS
REQUIRED SUPPLEMENTAL INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB ASSET/LIABILITY
AND RELATED RATIOS
LAST TEN YEARS*
(Unaudited)

Item 8.

	2021
Total OPEB Liability (Asset)	
Service cost	\$ 10,866
Interest on total OPEB liability	2,241
Effect of plan changes	-
Difference between expected and actual experience	(15,733)
Effect of assumptions changes or inputs	16,427
Benefit payments	(472)
Net change in total OPEB liability (asset)	13,329
Total OPEB liability (asset), beginning	76,286
Total OPEB liability (asset), ending (a)	\$ 89,615
Covered payroll	\$ 4,724,397
Net OPEB liability (asset) as a % of covered payroll	1.90%

* Fiscal year 2018 was the first year of implementation, therefore only three years are shown.

CITY OF MANOR, TEXAS
REQUIRED SUPPLEMENTAL INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB ASSET/LIABILITY
AND RELATED RATIOS
LAST TEN YEARS*
(Unaudited)

Item 8.

2020	2019	2018
\$ 6,508	\$ 6,003	\$ 4,813
2,089	1,860	1,648
-	-	-
(1,673)	(2,490)	-
16,515	(5,293)	5,549
(434)	-	-
23,005	80	12,010
53,281	53,201	41,191
\$ 76,286	\$ 53,281	\$ 53,201
\$ 4,338,512	\$ 3,752,058	\$ 3,437,829
1.76%	1.42%	1.55%

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and
Members of the City Council
City of Manor, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Manor, Texas (the City), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 13, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Austin, Texas

May 13, 2022

**CITY OF MANOR, TEXAS
SCHEDULE OF FINDINGS AND RESPONSES
Year Ended September 30, 2021**

Item 8.

Financial Statement Findings

None

CITY OF MANOR, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended September 30, 2021

Item 8.

Prior Audit Findings

None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Development Agreement (Butler/ East Hwy 290 & 13100 N. FM 973).

BACKGROUND/SUMMARY:

Developer is requesting a development agreement for the Butler/ East Hwy 290 & 13100 N. FM 973 project.

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

- Development Agreement

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the Development Agreement (Butler/ East Hwy 290 & 13100 N. FM 973).

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

DEVELOPMENT AGREEMENT
(Butler/ East Hwy 290 & 13100 N. FM 973)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2022 (the “Effective Date”), by and between **13100 FM 973, INC.**, a Texas corporation (including its successors and assigns, the “Owner”), **BUTLER FAMILY PARTNERSHIP**, a Texas limited partnership (“Butler”), and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the “City”). The City, Butler and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS:

A. Parcel A (hereinafter defined) is owned by Butler. The remainder of the Property (hereinafter defined) is owned by Owner.

B. Owner intends to develop and improve, in one or more phases, those certain parcels of land, all of which are located within the municipal boundaries of the City and consist of approximately 95.16 acres (the “Property”) legally described on Exhibit “A” attached hereto, as a mixed-used project, as provided in this Agreement.

C. Owner has previously obtained the City’s approval of the Concept Plan attached hereto as Exhibit “B” (the “Existing Concept Plan”)

D. The Existing Concept Plan is being amended to reflect the proposed multifamily development on Parcel A as generally depicted on Exhibit “B-1” attached hereto (the “Revised Concept Plan”). The Existing Concept Plan and the Revised Concept Plan, as may be amended from time to time shall be referred to herein as the “Concept Plan”.

E. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

F. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

G. The Parties desire to establish certain standards, restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; TERM

1.1 Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

1.2 Capitalized Terms. Capitalized terms used in this Agreement shall have the meanings set forth in this Section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 7.6.

“Applicable Rules” has the meaning set forth in Section 4.1.

“Ch. 380 Agreement” means that certain Chapter 380 Grant Agreement – Butler Commercial Project by and between 13100 FM 973 Inc., and the City dated of even date herewith.

“Ch. 380 Incentives” means sales tax rebates and any other economic incentives covered by the Ch. 380 Agreement.

“City Charter” means the Charter of the City of Manor, Texas.

“City Development Rules” has the meaning set forth in Section 4.1.

“City Rules” has the meaning set forth in Section 4.1.

“Code Modifications” means modifications to the City Development Rules approved for the Project as set forth on Exhibit “C” attached hereto.

“Code of Ordinances” means the applicable code or ordinances adopted by the City which regulate development or subdivision of real property within the City in effect as of the Effective Date.

“Effective Date” means the date on which this Agreement is entered into by both Parties, as provided above.

“Existing Concept Plan” is the Concept Plan attached hereto as Exhibit “B”.

“Grocery Store Parcel” means the approximately 20-acre parcel designated as “Lot 1, Block B” on the Existing Concept Plan.

“Owner” means 13100 FM 973, Inc., a Texas corporation, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

“Parcel A” means the approximately 26.47 acre parcel designated as “Lot 1, Block A” on the Existing Concept Plan.

“Party” or “Parties” is defined in the preamble hereof and includes any respective successors and/or permitted assigns.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“Project” means the mixed-use real estate development planned for the Property.

“Project Approvals” has the meaning set forth in Section 4.1.

“Property” has the meaning set forth in the Recitals.

“Revised Concept Plan” is the amended Concept Plan attached hereto as Exhibit “B-1”.

“Subdivision Ordinance” means Exhibit A, Chapter 10 of the City’s Code of Ordinances.

1.3 Term. The term of this Agreement shall commence on the Effective Date and continue until twenty-five (25) years from the Effective Date.

ARTICLE II BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1. Plan. The Property is proposed for development as a mixed-use project, including multifamily and commercial uses as shown on the Revised Concept Plan. Owner will subdivide and develop the Property at the Owner’s initial expense in accordance with this Agreement (subject to Ch. 380 Incentives as provided in the Ch. 380 Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules.

2.2. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. Subject to the satisfaction of the conditions provided in Section 5.1 below, the City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property; and (iv) the reimbursements granted in the Ch. 380 Agreement. The City will benefit from this Agreement by virtue of its

control over the development standards for the Property, by virtue of construction of roadways, by virtue of expanding its property and sales tax base, and by virtue of extension of its water and wastewater systems, by Owner as herein provided. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.3. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement, the Ch. 380 Agreement, and the Revised Concept Plan by the City, and the Owner; and
- (b) Submittal and concurrent review of any necessary Concept Plan amendment(s), Re-zoning applications, preliminary plat, TIA, final plat and subdivision construction plans (streets, drainage, water, wastewater and dry utilities) for the Property.
- (c) Notwithstanding the above, the City hereby acknowledges and agrees that the Owner may perform mass grading of the Property and construction of onsite infrastructure to convey offsite stormwater drainage prior to the approval of the preliminary plat.

2.4. Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

ARTICLE III OBLIGATIONS AND CONDITIONS

3.1. City's Obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

- (a) Complete City staff review and schedule for approval of the Revised Concept Plan (if not approved on even date of this Agreement), any other Concept Plan amendments, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.9;
- (b) Enter into the Ch. 380 Agreement to assist in the reimbursement of various infrastructure costs to be incurred by Owner in its development of the Project; and
- (c) Complete the City's review of the TIA and provide approval of the TIA, as further described and agreed to in Section 4.11.

3.2. Owner's Obligations. The Owner shall:

- (a) Use its best efforts, in good faith, to submit any Concept Plan amendments, preliminary plats, final plats, zoning applications, TIA, utility plans, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;
- (b) Enter into the Ch. 380 Agreement and provide the City with information needed to evaluate the proposed Ch. 380 Incentives;
- (c) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules;
- (d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and
- (e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement and the Ch. 380 Agreement in an amount not to exceed \$40,000.

ARTICLE IV
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

- (a) The Property shall be developed in compliance with the Applicable Rules and this Agreement, as it may be amended from time to time, and good engineering practices.
- (b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.
- (c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:
 - (i) "Applicable Rules" means the City Rules and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.
 - (ii) "City Rules" means the City's Charter, ordinances, rules, and regulations (including the City Development Rules).
 - (iii) "City Development Rules" means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, as modified by the Code Modifications attached hereto as Exhibit "C",

with amendments to such regulations applicable to the Property as provided herein.

- (iv) “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

4.3 Concept Plan. The Revised Concept Plan (attached as Exhibit “B-1”) complies with the City's goals and objectives and the City shall process for approval the land uses, densities, exceptions, utility and roadway cross sections and alignments and sizes, and other matters shown on the Revised Concept Plan. This Agreement, in accordance with the Revised Concept Plan, allows for the construction of up to 600 multifamily units on Parcel A and up to 425,000 square feet of commercial space on the remainder of the Project. Final Plats that comply in all material aspects with the Revised Concept Plan, this Agreement, the preliminary plat, and Applicable Requirements shall be approved by the City.

4.4. Zoning. Zoning of the Property, if any, shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the Property shall allow the Property (or such applicable portion thereof) to be developed in accordance with terms and conditions of this Agreement.

4.5. Vested Rights. The City acknowledges that the Owner shall be deemed vested from the Effective Date to develop the Property in accordance with this Agreement and the City Rules to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. The Owner's vesting shall expire (1) on the fifth anniversary from the Effective Date if no progress has been made towards completion of the Property; or (2) if this Agreement is terminated by reason of Owner's default beyond any applicable notice and cure periods (the “Vested Rights”). Progress toward completion of the Property shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any criteria specified in this Agreement which are in conflict with any other current or future City Rules, then this Agreement shall prevail unless otherwise agreed to by the Owner in writing. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.6. Owner's Rights to Continue Development. In consideration of Owner's agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Property except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums

uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.7. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement.

4.8. Land Use/Regulations. All development within the Property shall generally comply with: (a) the Revised Concept Plan attached hereto as Exhibit “B-1”; (b) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.9. Timing of Platting. The Owner agrees to waive the submission requirements of the City's Subdivision Ordinance and the City agrees to allow concurrent review of the Concept Plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the Subdivision Ordinance, and any other applicable code or regulation, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the Subdivision Ordinance. Payment amounts under the TIA shall be made pursuant to the provisions above and shall not be required at the time of plat review.

4.10. Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

4.11. Traffic Impact Analysis (TIA). The TIA has previously been submitted for review and approval to the City, Texas Department of Transportation and the Owner has received comments on the TIA from the City. The Owner and City agree to continue working together diligently and in good faith to address any issues and/or comments to the TIA. The Owner shall obtain approval of the TIA by all reviewing jurisdictions. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

ARTICLE V

UTILITY COMMITMENT (WATER)

5.1. Owner will negotiate and finalize a transfer agreement between Manville Water Supply Corporation (“Manville”) and the City to transfer the Property from Manville’s Certificate of Convenience and Necessity (CCN) to the City’s CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. The Owner shall thereafter submit to the Public Utility Commission (“PUC”) of Texas and diligently pursue obtaining approval of the CCN transfer agreement for the Property. The Owner shall be responsible for any and all costs of obtaining the transfer agreement between Manville and the City and the PUC approval of the CCN transfer. If the Owner and Manville settle on an amount to be paid to

Manville in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Manville and the City, the Owner shall be responsible for all amounts due and payable to Manville required to obtain Manville’s approval of the CCN transfer agreement.

ARTICLE VI
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1 Powers.

(a) The City hereby represents and warrants to Owner that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Owner hereby represents and warrants to the City that Owner has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Owner. Concurrently with Owner’s execution of this Agreement, Owner has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, and is enforceable in accordance with its terms and provisions.

6.2. Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Owner is required, or the City or Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law or City Rules, by the City Manager and for Owner by any officer of Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

ARTICLE VII
GENERAL PROVISIONS

7.1. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Attn: Paige H. Saenz/Veronica Rivera
 223 West Anderson Lane, Suite A-105
 Austin, Texas 78752

If to the Owner: 13100 FM 973, Inc.
 Attn: Matt Harriss
 10095 Hwy 290
 Manor, Texas 78653

with a copy to: Metcalfe Wolff Stuart & Williams, LLP
 221 W. 6th Street, Suite 1300
 Austin, Texas 78701
 Attn: Talley Williams
twilliams@mwswtexas.com

with a copy to: William D. Brown
 Sneed, Vine & Perry, P. C.
 2705 Bee Caves Road, Suite 160
 Austin, Texas 78746
bbrown@sneedvine.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

7.6. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section. The Project comprises a significant land area and its development will occur in phases over a number of years. Owner may make major or minor amendments to the Concept Plan upon notification to the City. “Major Amendments” shall be those that (i) change the general alignment of any collector roadway identified on the Concept Plan, (ii) increase the number of multifamily units by twenty percent (20%), or (iii) change the Concept Plan to convert more than twenty percent (20%) of the land area in the Project to another use than is shown on the Concept Plan. Major amendments to the Concept Plan shall require approval by the City Council, which approval will not be unreasonably withheld or delayed. “Minor Amendments” are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the City Manager. If the City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Council for final determination. Amendments to the Concept Plan shall not be considered a waiver of Owner’s vested rights as described in

Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

(b) The Parties hereby agree that, to the extent that a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then this Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

7.7. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.8. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.9. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.10. Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder.

(b) For assignments to other than an affiliate or a development single purpose entity as provided above, Owner may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of City Council, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(c) The mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above. For example, the sale of a lot within the Property to a commercial user and/or the sale of Parcel A shall not require the consent of the City Council.

7.11 Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.12. Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.13. Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.14. No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Rules.

7.15. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.17. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

7.18. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

7.19. Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.20 Compliance with HB 89, SB 252, SB 13, and SB 19.

(a) In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

(b) Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Acquisition and Reimbursement Agreement. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Acquisition and Reimbursement Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

7.21. Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A – Description of Property
 Exhibit B – Existing Concept Plan
 Exhibit B-1 – Revised Concept Plan
 Exhibit C – Code Modifications

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

13100 FM 973, INC.,
a Texas corporation

By: _____
Edward S. Butler, President

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

BUTLER:

Butler Family Partnership, a Texas limited partnership

By: BCP GP, LLC
Its: General Partner

By: _____
Edward S. Butler, Sole Member

EXHIBIT "A"DESCRIPTION OF PROPERTY

Approximately 95.054 acres of land described as follows:

- Tract 1: Approximately 116.45 acres of land out of and a part of the GREENBURY GATES SURVEY NO. 63, in Travis County, Texas, and being that certain 116.45 acre tract of land described as Tract 1 in Warranty Deed dated September 1, 1994, to the Butler Family Partnership, Ltd., a Texas limited partnership, recorded in Volume 12271, Page 872, Real Property Records, Travis County, Texas; and
- Tract 2: Approximately 26.136 acres of land out of and a part of the GREENBURY GATES SURVEY NO. 63, in Travis County, Texas, and being that certain 26.136 acre tract of land described as Tract 2 in Warranty Deed dated September 1, 1994, to the Butler Family Partnership, Ltd., a Texas limited partnership, recorded in Volume 12271, Page 872, Real Property Records, Travis County, Texas;

LESS, SAVE AND EXCEPT:

- Tract 3: 7.532 acres awarded to the State of Texas by Judgement of Court in Absence of Objection under eminent domain proceedings in Cause No. 2430, Probate Court, Travis County, Texas, a certified copy of said Judgment being recorded in Document No. 2003035973, Official Public Records, Travis County, Texas; and
- Tract 4: 40 acres of land out of and a part of the GREENBURY GATES SURVEY NO. 63 in Travis County, Texas, and being that certain 40 acre tract of land described in Special Warranty Deed dated March 31, 2021, from the Butler Family Partnership, Ltd., a Texas limited partnership, to the Board of Trustees of the Manor Independent School District recorded in Document No. 2021070036 of the Official Public Records of Travis County, Texas.

EXHIBIT "B"

EXISTING CONCEPT PLAN

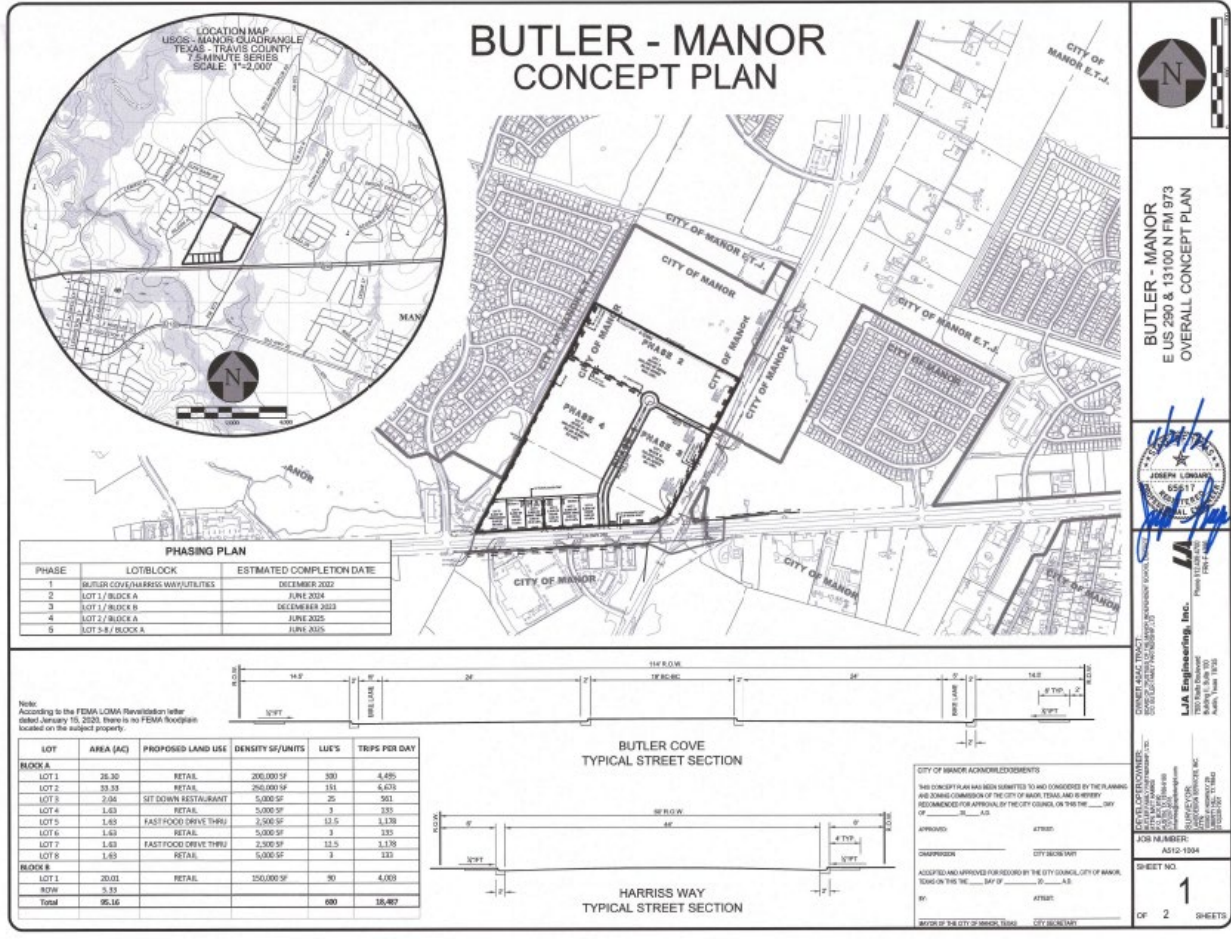
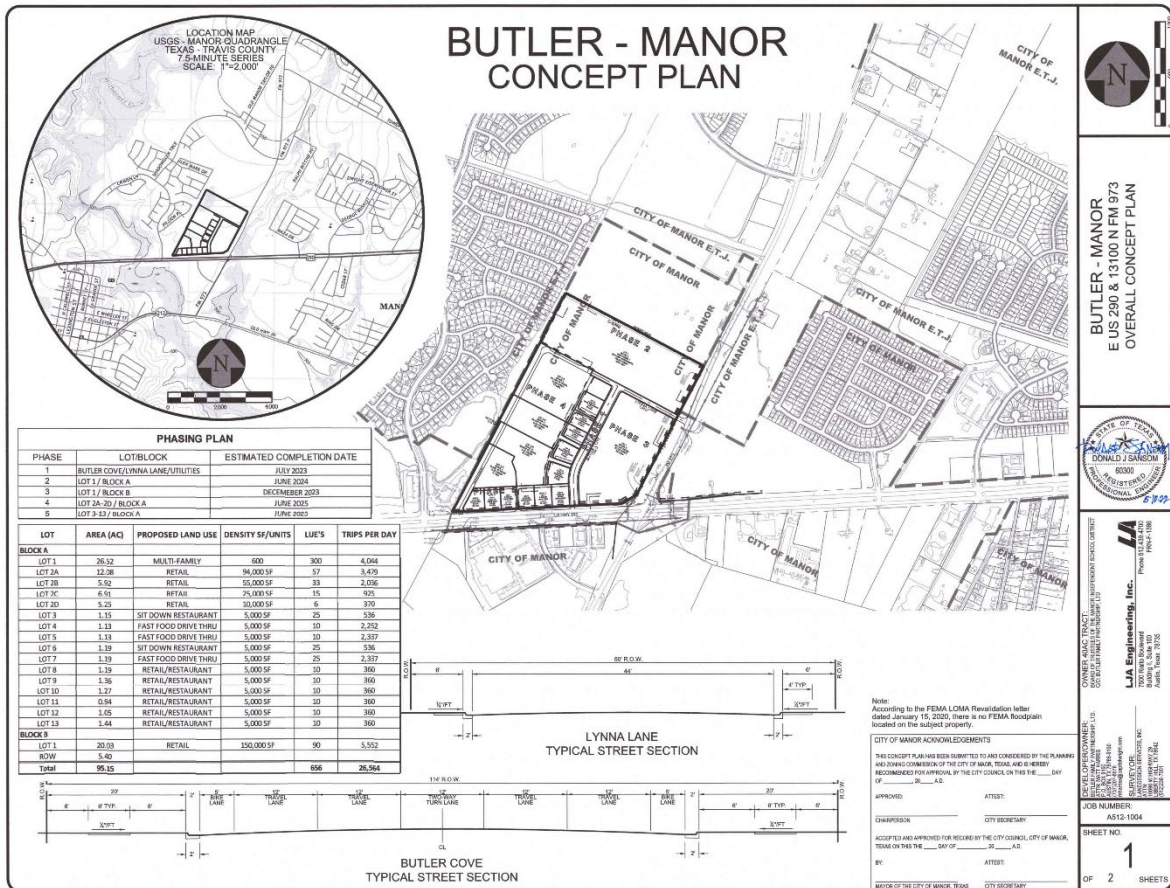


EXHIBIT "B-1"

REVISED CONCEPT PLAN



1:0000 6/20/24 10:40 AM 10/24/24 10:40 AM

EXHIBIT "C"CODE MODIFICATIONSApplicable to all Property (excluding Parcel A):

- Median planter strips in the customer parking fields shall not be required; however in no case shall a parking row exceed fifteen parking spaces without a separation of a landscape island or peninsula of at least 180 square feet as measured from the back of curbs
- Fencerete fencing shall meet the masonry screen wall requirements for the loading dock and service areas behind commercial buildings
- Compactors in the rear of the commercial buildings shall be considered screened by a perimeter masonry fence
- No shade trees shall be required within 100' of the front entrance of commercial buildings
- Landscaping shall not be required on the front sidewalk of commercial buildings
- Landscaping shall not be required adjacent to commercial buildings in locations intended for customer interaction on the sides of the building, or in the rear service area.
- The front building entrance of commercial buildings shall be set back from a drive aisle a minimum distance of 11 feet
- Sidewalks in parking field shall only be required along the front drive aisle adjacent to the front of the commercial building
- Square footage limitations on outdoor sales shall not apply to the front sidewalk of the commercial building
- Outdoor storage shall be allowed
- Commercial buildings shall not be required to be architecturally finished on all four sides with the same materials, detailing, and features
- Commercial buildings will be exempt from all horizontal articulation standards on the side and back walls
- The main roof of the commercial buildings shall be allowed to be flat, single slope

Applicable solely to Grocery Store Parcel:

- A fuel station will be allowed directly adjacent to the intersection of Hwy 290/FM 973
- Canopies on fuel stations shall not be required to be pitched but shall have a mansard surrounding the roof

Applicable solely to Parcel A:

- Minimum dwelling size: 550 square feet. Average dwelling size: 955 square feet
- Minimum of 50% exterior masonry
- Roof pitch: 4/12 minimum

- Roof overhang minimum 24 inches with minimum fascia depth of 8 inches
- Building coverages for primary structures: 40%
- Structured Parking: Structural parking requirements shall be reduced to 25%
- Tandem parking shall be allowed where available (e.g. parking behind (outside attached, tuck-under garages) and shall count towards the total parking requirements. Carports are approved structured parking.
- Townhomes shall carry the same guest parking requirements as the balance of Parcel A.
- A ten-foot minimum landscape buffer along the north and south borders of Parcel A.
- 6 foot sidewalks and 4.5 foot landscape buffers on front and back of buildings.
- 4 foot sidewalks and 1.5 foot landscape buffer surrounding buildings with no sidewalk or landscape buffer required at tandem parking side of building.

Applicable to the Property:

- Lot 2-B and Lot 2-C shall be permitted to have 50 feet of frontage on the adjacent right-of-way.
- For the purpose of directing traffic to the entrance of the Property, one (1) double-sided, lighted, multi-tenant pylon sign with digital advertising may be installed and maintained by Owner within the median of Butler Cove at the intersection of Highway 290 (the “Butler Cove Freestanding Sign”). The Butler Cove Freestanding Sign shall incorporate materials and colors that are complementary to the overall design of the Project. The Butler Cove Freestanding Sign may be up to seventy-five feet (75’) in height, with its final design approved by the City’s Planning and Zoning Commission.
- The freestanding signs for pad sites fronting Highway 290 and Butler Cove shall be monument signs (not pylon signs). These freestanding signs shall also incorporate materials and colors that are complementary to the overall design of the Project.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Chapter 380 Grant Agreement Butler Commercial Project.

BACKGROUND/SUMMARY:

Developer is requesting a 380 Agreement for the Butler commercial project.

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

- 380 Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the Chapter 380 Grant Agreement Butler Commercial Project.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

Applicant: LJA Engineering

Owner: Butler Family Partnership, Ltd.

BACKGROUND/SUMMARY:

This concept plan was originally approved on January 19th, 2022. This revision adds 5 additional pads sites, turns 1 large tract into 4 tracts, and modifies the land use of "Phase 2" from commercial to multi-family to be consistent with the zoning.

This item was not taken up for action by the P&Z due to a lack of quorum. However, in our Subdivision Code Section 20(a) since this Concept Plan was approved by our engineer then it is automatically approved:
Section 20. - General Procedure

In the event that a Municipal Authority subject to quorum requirements fails to act due to lack of a quorum at the meeting at which an application is posted for action, then: (i) the application will be deemed approved if the City Staff review letter for the application states that the application meets the requirements of this Chapter and applicable state law and recommends approval of the application

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

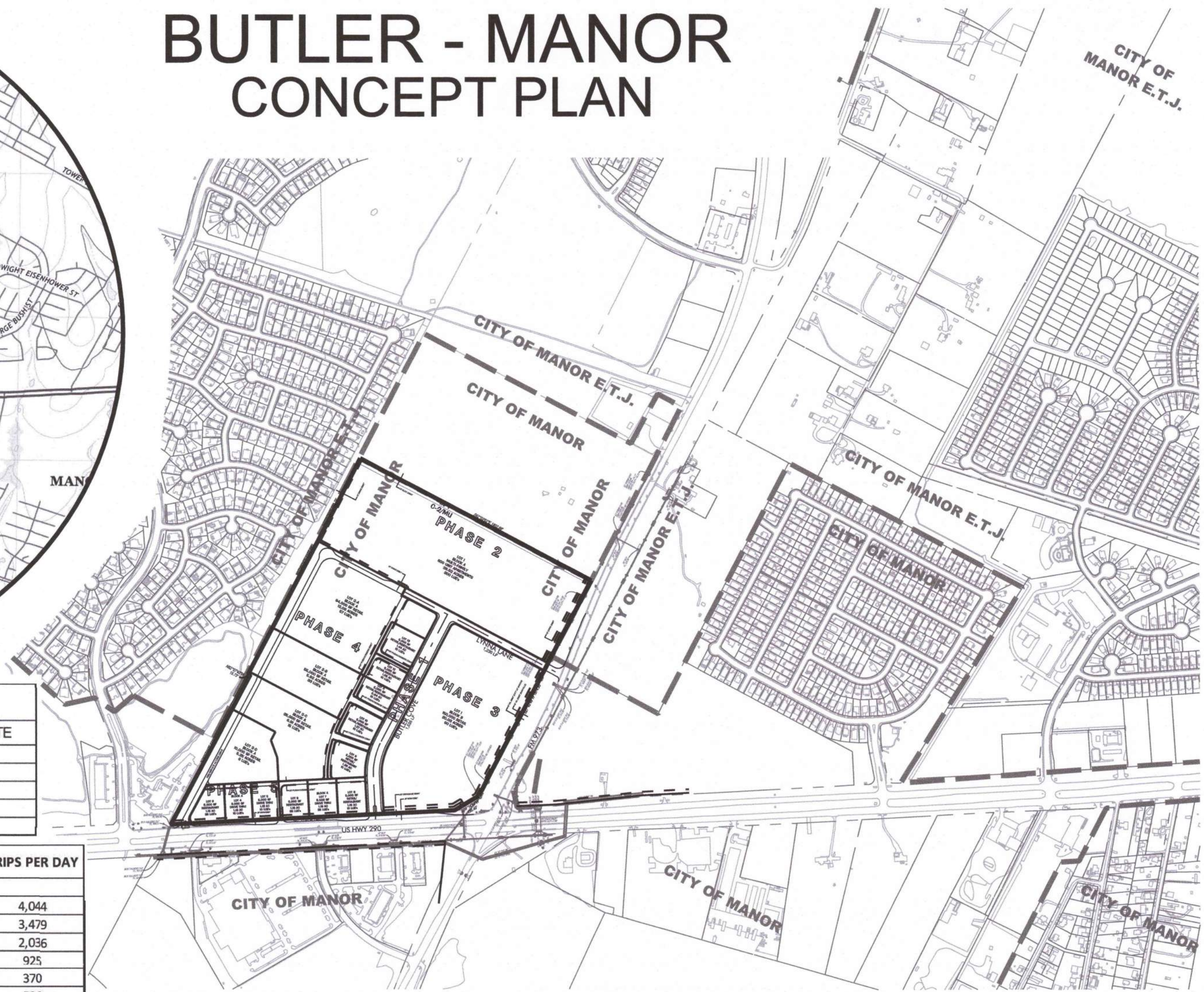
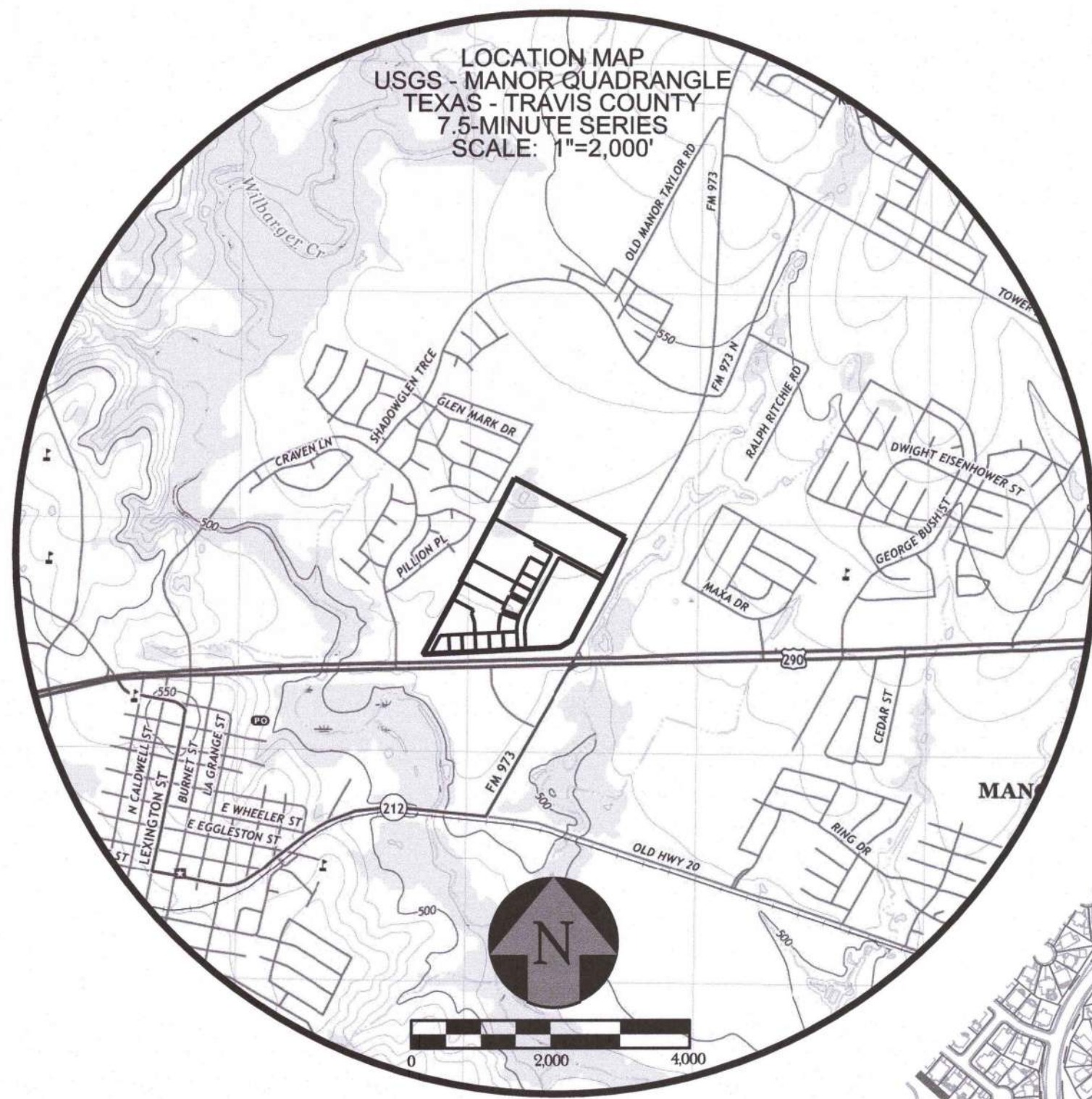
- Plat
- Engineer Conformance Letter
- Notice
- Labels

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

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

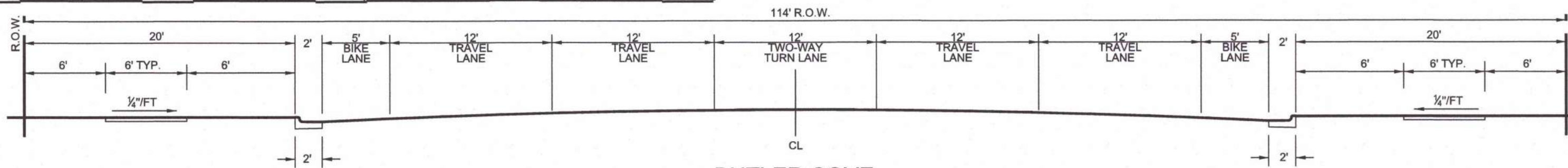
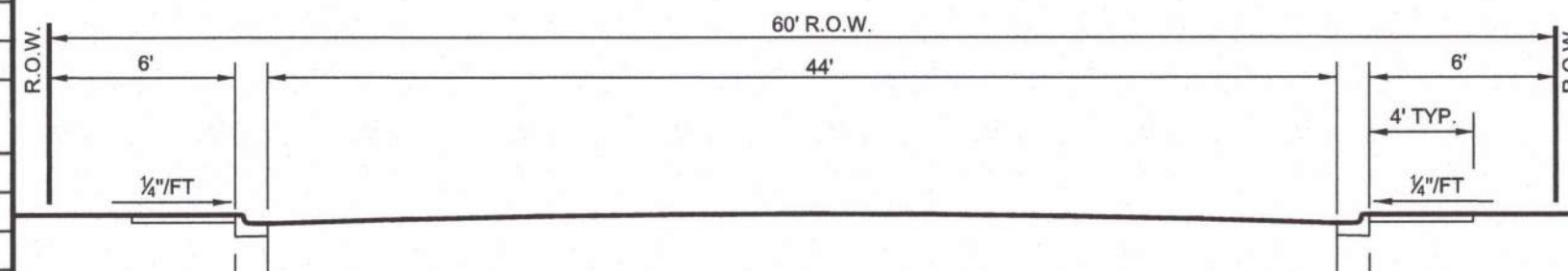
BUTLER - MANOR CONCEPT PLAN



PHASING PLAN

PHASE	LOT/BLOCK	ESTIMATED COMPLETION DATE
1	BUTLER COVE/LYNNA LANE/UTILITIES	JULY 2023
2	LOT 1 / BLOCK A	JUNE 2024
3	LOT 1 / BLOCK B	DECEMBER 2023
4	LOT 2A-2D / BLOCK A	JUNE 2025
5	LOT 3-13 / BLOCK A	JUNE 2025

LOT	AREA (AC)	PROPOSED LAND USE	DENSITY SF/UNITS	LUE'S	TRIPS PER DAY
BLOCK A					
LOT 1	26.52	MULTI-FAMILY	600	300	4,044
LOT 2A	12.08	RETAIL	94,000 SF	57	3,479
LOT 2B	5.92	RETAIL	55,000 SF	33	2,036
LOT 2C	6.91	RETAIL	25,000 SF	15	925
LOT 2D	5.25	RETAIL	10,000 SF	6	370
LOT 3	1.15	SIT DOWN RESTAURANT	5,000 SF	25	536
LOT 4	1.13	FAST FOOD DRIVE THRU	5,000 SF	10	2,252
LOT 5	1.13	FAST FOOD DRIVE THRU	5,000 SF	10	2,337
LOT 6	1.19	SIT DOWN RESTAURANT	5,000 SF	25	536
LOT 7	1.19	FAST FOOD DRIVE THRU	5,000 SF	25	2,337
LOT 8	1.19	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 9	1.36	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 10	1.27	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 11	0.94	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 12	1.05	RETAIL/RESTAURANT	5,000 SF	10	360
LOT 13	1.44	RETAIL/RESTAURANT	5,000 SF	10	360
BLOCK B					
LOT 1	20.03	RETAIL	150,000 SF	90	5,552
ROW	5.40				
Total	95.15			656	26,564



Note:
According to the FEMA LOMA Revalidation letter dated January 15, 2020, there is no FEMA floodplain located on the subject property.

CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MAOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON THIS THE ____ DAY OF _____, 20__ A.D.

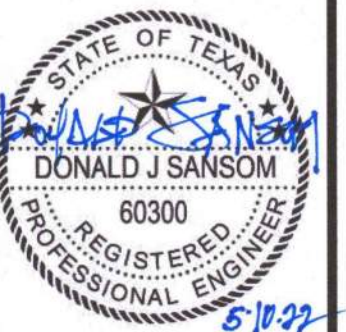
APPROVED: _____ ATTEST: _____
CHAIRPERSON _____ CITY SECRETARY _____

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS ON THIS THE ____ DAY OF _____, 20__ A.D.

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF MANOR, TEXAS _____ CITY SECRETARY _____



BUTLER - MANOR
E US 290 & 13100 N FM 973
OVERALL CONCEPT PLAN



OWNER: 40AC TRACT:
BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT
C/O: BUTLER FAMILY PARTNERSHIP, LTD

LJA Engineering, Inc.
7500 Riatio Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
FRN-F-1386

DEVELOPER/OWNER:
BUTLER FAMILY PARTNERSHIP, LTD.
ATTN: MATT HARRIS
P.O. BOX 9190
78720-9190
(737) 207-8676
mharris@butterfamily.com

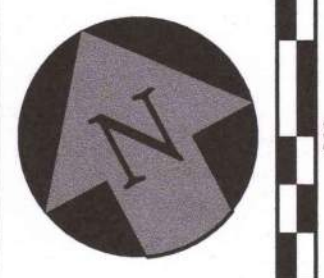
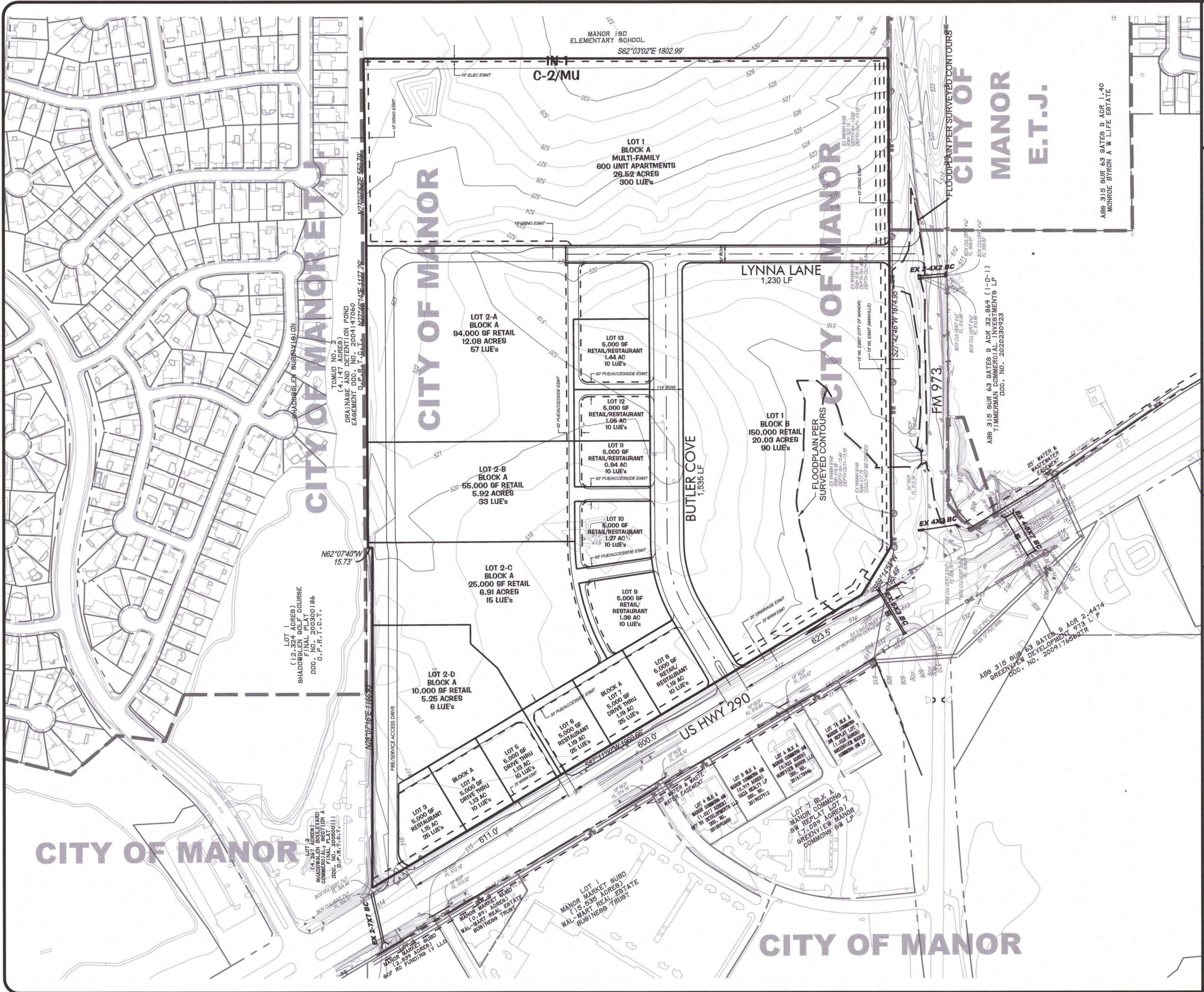
SURVEYOR:
LAND DESIGN SERVICES, INC.
11000 W HIGHWAY 28
LIBERTY HILL, TX 78642
(512) 238-7901

JOB NUMBER:
A512-1004

SHEET NO.

1

OF 2 SHEETS



BUTLER - MANOR
 E US 290 & 13100 N FM 973
 200 SCALE CONCEPT PLAN



LJA Engineering, Inc.
 7500 Riata Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
 FRN-1-1386

OWNER 40AC TRACT:
 BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT
 C/O: BUTLER FAMILY PARTNERSHIP, LTD.

DEVELOPER/OWNER:
 BUTLER FAMILY PARTNERSHIP, LTD.
 ATTN: MATT HARRIS
 P.O. BOX 9190
 AUSTIN, TX 78766-9190
 mharris@bfpfamily.com

SURVEYOR:
 LAND DESIGN SERVICES, INC.
 ATTN: JAMES W. HARRIS
 10809 W. HIGHWAY 29
 AUSTIN, TX 78758
 (512) 238-7001

JOB NUMBER:
 A512-1004

SHEET NO.
2

OF 2 SHEETS



Texas Engineering Firm #4242

Date: Friday, May 27, 2022

Don Sansom
LJA Engineering
7500 Rialto Blvd #2-100
Austin TX 78735
dsansom@LJA.com

Permit Number 2022-P-1438-CP
Job Address: 13100 N. FM Rd 973, Manor 78653

Dear Don Sansom,

We have conducted a review of the concept plan for the above-referenced project, submitted by Don Sansom and received by our office on May 18, 2022, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M Gray".

Pauline Gray, P.E.
Senior Engineer
Jay Engineering, a Division of GBA

1500 County Road 269
Leander, TX 78641

PO Box 2029
Leander, TX 78646-2029



May 26, 2022

City of Manor Development Services

Notification for a Subdivision Concept Plan

Case Number: 2021-P-1438-CP
Case Manager: Scott Dunlop
Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Revised Subdivision Concept Plan for the Butler - Manor Subdivision located near the intersection of US Hwy 290 and N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a revised Concept Plan for the Butler - Manor Subdivision, seventeen (17) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

***Applicant:* LJA Engineering**

***Owner:* Butler Family Partnership, Ltd.**

The Planning and Zoning Commission will meet at 6:30PM on June 8, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 15, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Concept Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

BOARD OF TRUSTEES OF THE MANOR ISD
TCAD PID 951281
C/O BUTLER FAMILY PARTNERSHIP
P.O. BOX 9190
AUSTIN, TX 78766-9190

OZIE MONROE SR FAMILY TRUST
TCAD PID 236853
C/O MARILYN MONROE HALL
P.O. BOX 254
MANOR, TX 78653-0254

TIMMERMAN COMMERCIAL INVESTMENTS
LP
TCAD PID 236854
501 VALE ST
AUSTIN, TX 78746-5732

GREENVIEW MANOR COMMONS SW, LP
TCAD PID 874848 & 874849
P.O. BOX 162304
AUSTIN, TX 78716-2304

SURFVIEW MANOR, LLC
TCAD PID 860814
19 BAY VISTA DR
MILL VALLEY, CA 94941-1604

HAZA REALTY, LP
TCAD PID 860813
4415 HIGHWAY 6
SUGAR LAND, TX 77478-4476

CFT NV DEVELOPMENTS, LLC
TCAD PID 860812
1683 WALNUT GROVE AVE
ROSEMOND, CA 91770-3711

WAL-MART REAL ESTATE BUSINESS
TRUST MS 0555
TCAD PID 830450 & 830451
P.O. BOX 8050
BENTONVILLE, AR 72712-8055

SCF RC FUNDING IV, LLC
TCAD PID 830449
902 CARNEGIE CENTER BLVD #520
PRINCETON, NJ 08540-6531

COTTONWOOD HOLDINGS, LTD
TCAD PID 725370
C/O DWYER REALTY COMPANIES
9900 US HWY 290 E.
MANOR, TX 78653-9720

ASC MEDICAL 8 HOLDINGS, LLC
TCAD PID 710219
885 WOODSTOCK RD #430-330
ROSWELL, GA 30075-2277

SHADOWGLEN GOLF, LP
TCAD PID 568065
12801 LEXINGTON ST
MANOR, TX 78653-3333

SHERMAN & SYLVIA M WHITE JR
TCAD PID 697020
13720 SHADOWGLADE PL
MANOR, TX 78653-3768

MICKEY JONATHAN & RACHEL MOLAD
TCAD PID 697021
13724 SHADOWGLADE PL
MANOR, TX 78653-3768

SONNY & APRIL ANN WILLIS
TCAD PID 697022
13728 SHADOWGLADE PL
MANOR, TX 78653-3768

REALTRON, INC
TCAD PID 697023
13276 RESEARCH BLVD #105
AUSTIN, TX 78750-3225

PHILLIP P & IRMA EWING
TCAD PID 697024
13721 SHADOWGLADE PL
MANOR, TX 78653-3768

ARTURO SANCHEZ &
SAN JUANA PEREZ SANCHEZ
TCAD PID 697025
13717 SHADOWGLADE PL
MANOR, TX 78653-3768

TRAVIS CO MUD #2
TCAD PID 724199
C/O SUE BROOKS LITTLEFIELD
100 CONGRESS AVE #1300
AUSTIN, TX 78701-2744

LAMONT & SHARLA M. RANDLE
TCAD PID 697026
11709 PILLION PL
MANOR, TX 78653

THOMAS & AMANDA MULLEN
TCAD PID 697027
11713 PILLION PL
MANOR, TX 78653-3767

HUMBERTO SUAREZ
TCAD PID 697028
11717 PILLION PL
MANOR, TX 78653-3767

MICHAEL & LAUREN MANKER
TCAD PID 697029
11721 PILLION PL
MANOR, TX 78653-3767

MARILYN D. MCARTHUR
TCAD PID 697030
11725 PILLION PL
MANOR, TX 78653-3767

GARY L. STIGGERS
TCAD PID 697031
11729 PILLION PL
MANOR, TX 78653-3767

WILLIAMS WESLEY TAYLOR JR &
JERY ANN TAYLOR
TCAD PID 697032
11733 PILLION PL
MANOR, TX 78653-3767

MAURA & TERRENCE HAYS III
TCAD PID 697033
11737 PILLION PL
MANOR, TX 78653-3767

DAFFNEY A HENRY
TCAD PID 697034
13745 SHADY RIDGE
MANOR, TX 78653-3770

BENJAMIN & MARISA DEL LA GARZA
TCAD PID 697054
11708 PILLION PL
MANOR, TX 78653-3767

ALLEN C AMBUHL & DEBRA K YOUNG
TCAD PID 697055
11712 PILLION PL
MANOR, TX 78653-3767

GEORGE BROWN JR
TCAD PID 697056
P.O. BOX 1158
MANOR, TX 78653-1158

ANTHONY & VICTORIA HUNT
TCAD PID 697057
11720 PILLION PL
MANOR, TX 78653-3767

SEAN & SUMMER CURTIS
TCAD PID 700577
913 N. INYO ST
RIDGECREST, CA 93555-3000

CARMEN & RODOLFO ACOSTA
TCAD PID 700578
13820 FIELD SPAR DR
MANOR, TX 78653-3881

BRETT R. BENEDETTI
TCAD PID 700579
13824 FIELD SPAR DR
MANOR, TX 78653-3881

DAISY PRIETO & SALVADOR U FLORES
TCAD PID 700580
13828 FIELD SPAR DR
MANOR, TX 78653-3881

ASPAZIA BITA
TCAD PID 700581
13832 FIELD SPAR DR
MANOR, TX 78653-3881

TODD CURTIS PHILLIPS &
SAMANTHA ANNETTE PHILLIPS
TCAD PID 700582
11501 SUN GLASS DR
MANOR, TX 78653-3884

AKINYEMI P. AJAI & PRISCILLA O AJAI
TCAD PID 700616
11505 SUN GLASS DR
MANOR, TX 78653-3884

JENNIFER & MICHAEL WHITE
TCAD PID 700648
11509 SUN GLASS DR
MANOR, TX 78653-3884

MAYRA HERNANDEZ
TCAD PID 700621
11513 GLASS DR
MANOR, TX 78653

GLADYS & JEFFREY LEWIS
TCAD PID 700622
11517 SUN GLASS DR
MANOR, TX 78653-3884

CORETTA BELL-SEXTON &
JOHNNY F SEXTON JR
TCAD PID 700623
11601 SUN GLASS DR
MANOR, TX 78653-3885

KRISTIN L & SCOTT P VANDENBERG
TCAD PID 700624
11605 SUN GLASS DR
MANOR, TX 78653-3885

CHARLIE HOLMES &
MARK BURGESSPORTER
TCAD PID 700625
C/O STEPHENS LAMB
P.O. BOX 27626
MACON, GA 31221-7626

BRENT WILLIAM SPEAD &
SHYLA ANAHITA SPEAD
TCAD PID 700626
11613 SUN GLASS DR
MANOR, TX 78653-3885

STEPHEN C & SANDRA L ITNYRE
TCAD PID 700627
11617 SUN GLASS DR
MANOR, TX 78653-3885

CHARLES L & AURSHA R WALDON
TCAD PID 700628
11621 SUN GLASS DR
MANOR, TX 78653-3885

AGATA GRUZA & ERIC MICHAEL DALEY
TCAD PID 700620
13824 LONG SHADOW DR
MANOR, TX 78653-3883

DAVID L & JOSIE U HANEY
TCAD PID 700649
13825 TERCEL TRACE
MANOR, TX 78653-3879

PROPERTY OWNER
TCAD PID 700650
13821 TERCEL TRACE
MANOR, TX 78653

TORVALD TOMAS VALENTIJ HESSEL &
RYAN ELISABETH FLEMING
TCAD PID 700670
16408 CHRISTINA GARZA DR
MANOR, TX 78653-2162

WILLIE & CARMEN MARIA KENDRICK
TCAD PID 700671
13824 TERCEL TRACE
MANOR, TX 78653-3879

CHAE KYUNG KIM & CHOONG N CHANG
TCAD PID 700591
13817 FIELD SPAR DR
MANOR, TX 78653-3881

MIHCAEL & LINDSAY JONES
TCAD PID 700590
13821 FIELD SPAR DR
MANOR, TX 78653-3881



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the First Amendment to Development Agreement (EntradaGlen).

BACKGROUND/SUMMARY:

Developer is requesting a first amendment to the development agreement for EntradaGlen in order to address the development of the LESC-2 parcel, a 13.69 acre tract for multi-family and commercial uses, including the extension of Eggleston Street.

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

- First Amendment to Development Agreement

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council Staff approve the First Amendment to Development Agreement (EntradaGlen).

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

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(EntradaGlen)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**First Amendment**”) is dated effective June ___, 2022 (the “**Amendment Effective Date**”), and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation (including its Designated Successors and Assigns) (collectively, the “**Developer**”). The City and the Developer are sometimes referred to as a “**Party**” and collectively herein as the “**Parties**.”

RECITALS:

A. City and Developer previously entered into that certain Development Agreement (EntradaGlen) dated effective July 7, 2021, 2020 (the “**Agreement**”), for that certain mixed-used master-planned project located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement (the “**Overall Project**”).

B. In addition to other property within the Overall Project, the Developer owns the portion of the LE Property (as defined in the Agreement) consisting of approximately 13.69 acres and identified as LESC-2 on Exhibit E attached to the Agreement (the “**LESC-2 Parcel**”).

C. The LESC-2 Parcel is currently zoned Light Commercial (C-1) and the Agreement currently contemplates that the LESC-2 Parcel will be developed for neighborhood retail.

D. DD&B Construction, Inc. (“**DD&B**”) is under contract to purchase the LESC-2 Parcel and intends to develop the LESC-2 Parcel partially for multifamily use and partially for commercial use as generally depicted on the site plan attached hereto as Schedule 1 attached hereto (the “**LESC-2 Site Plan**”). A request to re-zone approximately 9.8 acres of the LESC-2 Parcel from C-1 to Multi-family 25 (MF-2)(the “**LESC-2 Rezoning Request**”) has been submitted to the City and the LESC-2 Rezoning Request is being simultaneously considered by City Council for its second reading on even date herewith.

E. If the LESC-2 Rezoning Request is approved by City Council, (i) DD&B will dedicate the required right of way (approximately 1.754 acres) for the extension of Eggleston Street, as generally depicted on the attached LESC-2 Site Plan (the “**Eggleston Street Extension**”) and (ii) Developer will construct the Eggleston Street Extension in conjunction with DD&B’s development of the LESC-2 Parcel.

F. The City and Developer desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First Amendment to accommodate the development of the LESC-2 Parcel.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

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 set forth herein in full.

2) Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Zoning/Land Use. (a) Pursuant to Section 4.3 of the Agreement, zoning of the LE Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City and any re-zoning that is subsequently approved for the LE Property shall allow the LE Property to be developed in accordance with terms and conditions of the Agreement.

(b) To reflect the rezoning of the LESC-2 Parcel, the portion of the Land Use Summary Table attached to the Agreement as Exhibit E-1 solely applicable to the LESC-2 Parcel is hereby deleted and replaced with the following:

Entrada Glen Land Use Summary

Tract	Block	Area (AC)	Use	Units	SF Parking Required*
LESC 2	2A	1.754	Right of Way	n/a	n/a
	2B	1.67	Commercial	tbd at site plan	tbd at site plan
	2C	9.8	Multifamily	Tbd at stie plan	tbd at site plan
Subtotal		13.224			

*Up to 40 parking spaces on Block 2B (Commercial) may be jointly used by Block 2C (Multifamily) in order to meet required parking numbers. The shared parking spaces on Block 2B (Commercial) will be constructed concurrently with the development of the multifamily project on Block 2C.

(c) The map/drawing contained on the Land Use Summary Table attached to the Agreement as Exhibit E-1 is hereby amended to add "Exhibit E-1.1" attached hereto and made a part hereof which is solely applicable to the LESC-2 Parcel.

4) Open Space/Parkland. Open Space and Parkland dedication for all of the Property covered by the Agreement has (or will be) satisfied pursuant to Section 4.11 of the Agreement, therefore, the Parties acknowledge and agree that DD&B shall not be required to dedicate any onsite parkland with respect to the LESC-2 Parcel, but will require a fee-in-lieu per section 15.01.001 (C)(8).

5) Eggleston Street Extension. (a) Concurrently with the final plat for all or any portion of the LESC-2 Parcel, DD&B hereby agrees to dedicate to the City, fifty feet (50') of right of way for the Eggleston Street Extension (approximately 1.754 acres). At the City's election, the right of way shall be dedicated by plat or separate instrument. Developer agrees to design and construct the Eggleston Street Extension concurrently with the development of the LESC-2 Parcel in accordance with the City Rules and in a good and workmanlike manner.

(b) Developer and the City agree that if not already included, the Eggleston Street Extension shall be an Authorized Improvement and eligible for reimbursement through the PID, provided that estimated costs are submitted to the City Engineer for review and approval prior to the final plat for all or any portion of the LESC-2 Parcel. At the time of review and approval, the estimated costs shall be added as part of Exhibit B-1 or Exhibit B-2 of the Agreement.

6) PID Finance Exhibits/PID Finance Documents. As contemplated in the definition of "PID Finance Exhibits" in the Agreement, the information set forth in Section 6.1 of the Agreement may need to be revised by agreement of the Parties based on updated information received during the due diligence review of the PID Project, the proposed special assessments, and the proposed PID Bonds. The Parties hereby acknowledge and agree that the terms and conditions of this First Amendment with respect to the LESC-2 Parcel and the Eggleston Street Extension construction shall be included in any future revisions to the PID Finance Exhibits and PID Finance Documents.

7) Approved Assignment. The City hereby approves DD&B, an affiliate of DD&B or a newly formed entity controlled and/or managed by DD&B or Sushil Mehta ("**DD&B Entity**") as a Designated Successor and Assign of Developer solely with respect to the LESC-2 Parcel, should DD&B or a DD&B Entity become the fee simple owner of the LESC-2 Parcel on or before December 31, 2022 ("**Acquisition Deadline**"). If DD&B or a DD&B Entity fails to acquire fee simple title to the LESC-2 Parcel on or before the Acquisition Deadline, this First Amendment shall terminate and be of no further force and effect.

8) Modifications. The properties adjacent to the southern boundary of the LESC-2 Parcel contain a mixture of commercial, civic and residential uses. Since the majority of the adjacent land is being used for commercial and civic uses, the prohibition against having surface parking within the setback adjacent to residential use (Section 14.02.064(b)(16)(D)) shall be waived solely as it pertains to the southern boundary of the LESC-2 Parcel. Therefore, Exhibit I of the Agreement is amended to add subsection 3. as follows:

"3. The southern boundary of the LESC-2 Parcel shall not be required to comply with Section 14.02.064(b)(16)(D) of the Code of Ordinances and is permitted to contain surface parking. Bufferyard requirements shall still apply per Section 15.03.023."

9) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Agreement and this First Amendment, the provisions of this First Amendment shall control.

10) No 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.

11) Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

12) Anti-Boycott Verification. 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, Developer represents that neither 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.

13) 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 Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

14) Anti-Boycott Verification - Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

15) Anti-Discrimination Verification - Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association

during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

16) 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 shall be binding on them, their personal representatives, heirs, successors and assigns.

17) Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the First Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

LAS ENTRADAS DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of Las Entradas Development Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

ACKNOWLEDGED AND AGREED TO:

DD&B CONSTRUCTION, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Schedule 1

EXHIBIT E-1.1 LESC-2 Parcel



Parcel Number	Area (Acres)	Use	Value	Permitted Use	Other Use
LENC-1	1.2	Residential	120,000	Residential	Residential
LENC-2	1.5	Residential	150,000	Residential	Residential
LENC-3	1.8	Residential	180,000	Residential	Residential
LENC-4	2.1	Residential	210,000	Residential	Residential
LENC-5	2.4	Residential	240,000	Residential	Residential
LENC-6	2.7	Residential	270,000	Residential	Residential
LENC-7	3.0	Residential	300,000	Residential	Residential
LENR-2	1.0	Residential	100,000	Residential	Residential
LESC-1	1.5	Residential	150,000	Residential	Residential
LESC-2	2.0	Residential	200,000	Residential	Residential
LESC-3	2.5	Residential	250,000	Residential	Residential
LESC-4	3.0	Residential	300,000	Residential	Residential

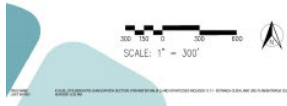


EXHIBIT "E-1" LAS ENTRADAS PARCEL AND LAND USE SUMMARY PLAN





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Third Amendment to Development Agreement (Manor Heights).

BACKGROUND/SUMMARY:

Developer is requesting a third amendment to the development agreement for Manor Heights in order to address the placement of off-site signage; to revise the process to be followed for approval from the PUC to obtain water service from the City; and to include the timing of construction for a park trail.

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

- Third Amendment to Development Agreement

STAFF RECOMMENDATION:

It is city staff's recommendation that the City Council approve the Third Amendment to Development Agreement (Manor Heights).

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

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(Manor Heights)**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Third Amendment**”) is dated effective June __, 2022 (the “**Third Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and FORESTAR (USA) REAL ESTATE GROUP, INC., a Texas corporation (the “**Developer**”). The City and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. Sky Village Kimbro Estates, LLC, a Texas limited liability company (“**Sky Village**”) and RHOF, LLC, a Texas limited liability company (“**RHOF**”) (collectively, the “**Original Developer**”) and the City previously entered into that certain Development Agreement dated effective November 7, 2018 (the “**Agreement**”), as was amended by that certain First Amendment to Development Agreement dated November 6, 2019 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Development Agreement dated October 21, 2020 (the “**Second Amendment**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Developer now owns all the Property (as defined in the Agreement), save and except the Commercial Parcels, herein defined, which are owned by RHOF. RHOF is executing and acknowledging this Third Amendment solely as the owner of the Commercial Parcels.

C. The Original Developer assigned all of its rights under the Development Agreement to Developer.

D. Developer desires to place signage related to the residential community currently being developed on the Property within the Commercial Parcels and RHOF has granted easements to Developer to allow for the placement of the signage on the Commercial Parcels which are recorded in Document No. 2021162643 and 2021162644 of the Official Public Records of Travis County, Texas (the “**Private Signage Easements**”)

E. The City Code does not allow off-site signage (Section 15.04.019) nor does it allow signage to be placed on property unless that sign identifies a “*building, business, product(s), or service(s) manufactured, sold, or offered on the premises where the sign is located*” (Section 15.04.018). The City and Developer desire to modify and amend the Agreement to allow for off-site signage and signage identifying an off-premises project/business within the Project, as more particularly set forth in this Third Amendment.

F. The Parties also desire to amend the Agreement to address additional items that have arisen now that development of the Project is underway, including a change in the procedure for placing the Nagel 2 Tract (defined below) into the City’s CCN and identifying the timing for construction of a certain trail more particularly identified below.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Third Amendment to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this Third Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Signage. Notwithstanding the terms of Section 15.04.018 and Section 15.04.019 of the City's Code of Ordinances, it is hereby agreed that signage advertising, identifying and/or pertaining to the residential community being developed on the Property (i.e. Carillon) may be located on the Commercial Parcels within the areas identified in the Private Signage Easements. Furthermore, such signage may be constructed on the Commercial Parcels prior to development of the Commercial Parcels (e.g. construction of the signage will occur now in connection with the development of the residential portion of the Project). Except as provided herein, Developer shall comply with Section 15.04.018 and Section 15.04.019 of the City's Code of Ordinances for signage located on the Commercial Parcels within the areas identified in the Private Signage Easements.

4) Nagle Tract. The second and third paragraphs of Section 4 of the First Amendment are hereby deleted and replaced with the following:

“The Developer will negotiate and finalize a transfer agreement between Manville Water Supply Corporation (“**Manville**”) and the City to transfer the portion of the Property more particularly described on **Exhibit “P”** attached hereto (the “**Nagle 2 Tract**”) from Manville’s CCN to the City’s CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. Developer shall thereafter submit to the Public Utility Commission of Texas and diligently pursue obtaining approval of the CCN transfer agreement for the Nagle 2 Tract. The Developer shall be responsible for any and all costs of obtaining the transfer agreement between Manville and the City and the PUC approval of the CCN transfer. If the Developer and Manville settle on an amount to be paid to Manville in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Manville and the City, the Developer shall be responsible for all amounts due and payable to Manville required to obtain Manville’s approval of the CCN transfer agreement.”

5) Exhibit F (Parkland). Developer agrees that the trail identified on Exhibit F as “Proposed Pedestrian Trail Across floodplain to connect to Manor Heights” will be constructed prior to the City’s issuance of any certificate of occupancy within Phase 5 of the Project.

6) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Third Amendment. To the extent there is any inconsistency between the Agreement and this Third Amendment, the provisions of this Third Amendment shall control.

7) No Waiver. Neither City's nor Developer's execution of this Third Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

8) Governing Law. This Third Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

9) Anti-Boycott Verification. To the extent this Third Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Developer represents that neither 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 Third 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.

10) Iran, Sudan and Foreign Terrorist Organizations. To the extent this Third 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 Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

11) Anti-Boycott Verification – Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

12) Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Third Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

13) 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 Third Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

14) Counterparts. This Third Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Third Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on next page]

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of the FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on next page]

ACKNOWLEDGED AND AGREED TO:

RHOF, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____, _____ of RHOF LLC, a Texas limited liability company,
on behalf of said company.

(SEAL)

Notary Public, State of _____

Exhibit "P"
Nagle 2 Tract



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director of Development Services
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Amendment One to the Interlocal Agreement by and Between Capital Metropolitan Transportation Authority and City of Manor, Texas for Build Central Texas.

BACKGROUND/SUMMARY:

Capital Metro is requesting an amendment to the interlocal agreement with the City for Build Central Texas.
 This item was postponed at the June 1, 2022, Regular Council Meeting

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

- Amendment One to the Interlocal Agreement

STAFF RECOMMENDATION:

City staff recommends approval as to form of Amendment One to the Interlocal Agreement by and Between Capital Metropolitan Transportation Authority and City of Manor, Texas for Build Central Texas and direct the Mayor to execute the agreement once finalized.

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

**AMENDMENT ONE
 TO THE
 INTERLOCAL AGREEMENT
 BY AND BETWEEN
 CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
 AND**

FOR BUILD CENTRAL TEXAS

This Amendment One to the Interlocal Agreement for Build Central Texas (“**Amendment One**”) is made by and between Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code (“**Capital Metro**”) and _____, a _____ (the “**Suburban Community**”). Capital Metro and _____ are referred to in this Amendment One individually as a “Party” and collectively as the “Parties”.

RECITALS

1. Capital Metro and Suburban Community are parties to that certain Interlocal Agreement for Build Central Texas, dated effective _____ (the “**Agreement**”), under which the parties set forth the terms and conditions for Suburban Community’s participation in the Build Central Texas Program – Suburban Communities Program (“**BCT Program**”).
2. The Parties wish to revise and expand on the process for administering and participating in the BCT Program each fiscal year (September 30 through October 1) (a “**Fiscal Year**”).
3. In addition, the Parties wish to set forth the process, guidelines and responsibilities for each Party related to a transit supportive infrastructure fund created by Capital Metro to fund certain transit supportive infrastructure projects proposed by the Suburban Community.

AGREEMENT

1. **BCT Program Funding, Guidelines and Procedures.** Article II of the Agreement is deleted and replaced in its entirety with the following:

“II. BCT Program Funding, Guidelines and Procedures

- A. Funding for Suburban Community in the BCT Program will be allocated annually in an amount equal to the difference between the sales tax contributions attributed to Suburban Community and the Total Cost of Service attributed to Suburban Community for the prior fiscal year (the “**BCT Allocation**”). For the purposes of this Agreement, Total Cost of Service shall be defined as operations and maintenance costs for transit service provided to Suburban Community plus capital depreciation (the “**Total Cost of Service**”).
- B. For Fiscal Year 2022, the BCT Allocation is shown on the attached Appendix A. The Parties agree that \$800,000 of the Fiscal Year 2022 BCT Allocation will be set aside for future expenses related to the Project Connect Green Line project, as shown on the attached

Appendix A.

- C. For future fiscal years, Capital Metro staff will notify Suburban Community of the BCT Allocation for Suburban Community by March 31 of the applicable fiscal year, and the terms and conditions of this Agreement will apply (the “**BCT Allocation Notification**”). The City may elect to allocate portions of the BCT Allocation towards the Project Connect Green Line project in future fiscal years. A report showing a detailed calculation of the Total Cost of Service in a form substantially similar to that set forth in Exhibit will accompany the BCT Allocation reported to Suburban City each year.
- D. Capital Metro shall provide audited annual financial statements to Suburban Community upon request. All cost information and service metrics are available monthly on the Capital Metro website dashboard. Any additional data valuable to Suburban Community will be reasonably provided upon request. Suburban Community may audit documentation related to the Total Cost of Service and the BCT Allocation to ensure compliance with the terms of this Agreement. Capital Metro shall make available to Suburban Community’s designated auditor during regular business hours and upon reasonable notice, applicable records related to the calculation of the Total Cost of Service and the BCT Allocation. If the event that such audit demonstrates that the Total Cost of Service or BCT Allocation was calculated incorrectly and resulted in an underpayment of the BCT Allocation, the correct amount shall be paid by Capital Metro within thirty (30) days of notification by Suburban Community. In the event that such audit demonstrates that the Total Cost of Service or BCT Allocation was calculated incorrectly and resulted in an overpayment of the BCT Allocation, the overpayment amount will be refunded to Capital Metro within thirty (30) days of the determination. Suburban Community must exercise its right to audit a particular Total Cost of Service and/or BCT Allocation within twelve (12) months of their corresponding BCT Allocation Notification.
- E. Once Capital Metro staff notifies Suburban Community of a BCT Allocation under this Agreement, Suburban Community shall submit to Capital Metro a proposed project list for the applicable fiscal year in accordance with the Suburban Communities Program Procedures and Guidelines attached to this Agreement as **Appendix B** (the “**BCT Guidelines and Procedures**”). The project list may include a proposal to rollover a BCT Allocation for use in a later fiscal year. If a project list for any fiscal year is not submitted to Capital Metro by the end of the fiscal year in which funds are allocated, then such fiscal year funds are forfeited. Suburban Community may, during the applicable fiscal year, submit for Capital Metro’s approval, a revised project list to allocate unattached funds to prior-approved projects.
- F. For projects approved for Fiscal Year 2022, Capital Metro shall make payments to Suburban Community as follows:
- a. a check for fifty percent (50%) of the BCT Allocation will be available by June 1, 2022.
 - b. For projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the applicable BCT Allocation, payment for outstanding project costs will be made out of the remaining fifty percent (50%) of the BCT Allocation by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory

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documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.

- c. For projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the applicable BCT Allocation, payment for outstanding project costs will be made out of the remaining fifty percent (50%) of the BCT Allocation by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the project and otherwise in accordance with the BCT Guidelines and Procedures.
- G. For projects approved for Fiscal Year 2023 and subsequent fiscal years, Capital Metro shall make payments to Suburban Community as follows:
- a. For projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the applicable BCT Allocation, fifty percent (50%) of the budgeted costs for each such project shall be mailed to Suburban Community upon submittal of an invoice on Suburban Community letterhead. Payment for the remaining project costs will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.
 - b. For projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the applicable BCT Allocation, twenty percent (20%) of the budgeted costs for each such project shall be mailed to Suburban Community upon submittal of an invoice on Suburban Community letterhead, provided that such payment will not exceed One Million Dollars (\$1,000,000). Payment for the remaining project costs will be paid by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the project and otherwise in accordance with the BCT Guidelines and Procedures.
- H. Capital Metro shall provide Suburban Community requested technical or project assistance in pursuing federal grant funds to complement the funding available under the Program that supports transit supportive infrastructure and joint Suburban Community and Capital Metro goals.
2. **BCT Guidelines and Procedures.** The BCT Guidelines and Procedures attached to the Agreement as Exhibit A are deleted and replaced in their entirety by the revised BCT Guidelines and Procedures attached to this Amendment One as **Appendix A**. Suburban Community will comply with the BCT Guidelines and Procedures, which set out the rules and regulations governing participation in the BCT Program and payments to be made to Suburban Community under this Agreement. Capital Metro reserves the right, in its sole discretion to make amendments to the BCT Program Guidelines and Procedures from time to time, provided that such amendments shall not reduce the funding for prior-approved projects, shorten the deadlines for Suburban Community to submit proposed projects to Capital Metro (unless Capital Metro provides the City with sixty days' written notice of the

amendments), change the Total Service Cost, cause the BCT Allocation to become unavailable, or change a material term of this Agreement.

3. Transit Supported Infrastructure Fund

- A. By action of the Capital Metro Board of Directors on March 28, 2022, Capital Metro approved a Transit Supportive Infrastructure Fund to fund transit supportive infrastructure projects for Suburban Communities with the amount shown on the attached Appendix A being apportioned for use by Suburban Community (“**Transit Infrastructure Fund Allocation**”). Unless otherwise provided in this Section 3, the projects funded with Transit Infrastructure Fund Allocation (the “**Suburban Community Infrastructure Projects**”) will be subject to the BCT Guidelines and Procedures, with references to the BCT Program and BCT projects deemed to mean the Transit Supportive Infrastructure Fund and the Transit Infrastructure Fund Allocation.
- B. Suburban Community will submit to Capital Metro for approval a list of proposed Suburban Community Infrastructure Projects by ~~May 31~~ June 30, 2022. The project list may include a proposal to use Transit Infrastructure Funds beyond Fiscal Year 2022. If the project list is not submitted to Capital Metro by September 30, 2022 then the Transit Infrastructure Funds are forfeited. Suburban Community may submit for Capital Metro’s approval, a revised project list to allocate unattached funds to prior-approved projects. Capital Metro will review and approve Suburban Community Infrastructure Projects in accordance with the BCT Guidelines and Procedures.
- C. Capital Metro shall make payments to Suburban Community for approved Suburban Community Infrastructure Projects as follows:
- a. For Suburban Community Infrastructure Projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the Suburban Community Transit Infrastructure Funds, fifty percent (50%) of the budgeted costs for the Suburban Community Infrastructure Funds shall be mailed to Suburban Community on or after June 1, 2022, upon submittal of an invoice on Suburban Community letterhead. Payment for the remaining costs for such Suburban Community Infrastructure Projects will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.
 - b. For Suburban Community Infrastructure Projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the Suburban Community Transit Infrastructure Funds, twenty percent (20%) of the budgeted costs for each such project shall be mailed to Suburban Community on or after June 1, 2022, upon submittal of an invoice on Suburban Community letterhead, provided that such payment will not exceed One Million Dollars (\$1,000,000). Payment for the remaining costs will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the applicable Suburban Community Infrastructure Project, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the applicable Suburban Community Infrastructure Project and otherwise in accordance with the BCT Guidelines and Procedures.
- D. Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act,

Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project documentation to ensure compliance with the terms of this Agreement and the BCT Guidelines and Procedures.

4. **Invoicing and Payment.** Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project documentation to ensure compliance with the terms of this Agreement and the BCT Guidelines and Procedures.
5. **Term and Termination.** Article III of the Agreement is deleted and replaced in its entirety with the following:

“III. Term and Termination

- A. The initial term of this Agreement is from the date of the last Party to sign (“**Effective Date**”) through September 30, 2032, unless terminated earlier in accordance with this Agreement. After the initial term, the Agreement will automatically renew annually on the anniversary of the Effective Date unless either Party provides written notice ninety (90) days in advance of the end date of its intent not to renew. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.
 - B. If, at any time during the term of the Agreement, Suburban Community is no longer included in Capital Metro’s service area, this Agreement will automatically terminate and be null and void as of the date on which Suburban Community is removed from Capital Metro’s service area. As of such date, neither party will have any obligations under this Agreement, including any obligation by Capital Metro to make any payments to Suburban Community under this Agreement.
 - C. Notwithstanding anything contained herein to the contrary, in the event of termination of the Agreement, the funding for any projects approved prior to the termination of the Agreement shall remain available and payable to Suburban Community under the terms set forth in this Agreement, and the obligation to pay the BCT Allocation to Suburban Community for such approved projects shall survive termination of this Agreement.
 - D. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro’s performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of such termination or cancellation, Capital Metro will not be liable to Suburban Community for any damages, which are caused or associated with such termination, or cancellation. In such event, Capital Metro shall cooperate with Suburban Community to determine whether there is an alternative source of funding for the BCT Allocation or an alternative structure that can be used to achieve the purposes of this Agreement.”
6. **Entire Agreement.** The terms of this Amendment One are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment One, the language in this Amendment One will control.

7. **Capitalized Terms.** Capitalized items used in this Amendment One and not otherwise defined have the meanings assigned to them in the Agreement.

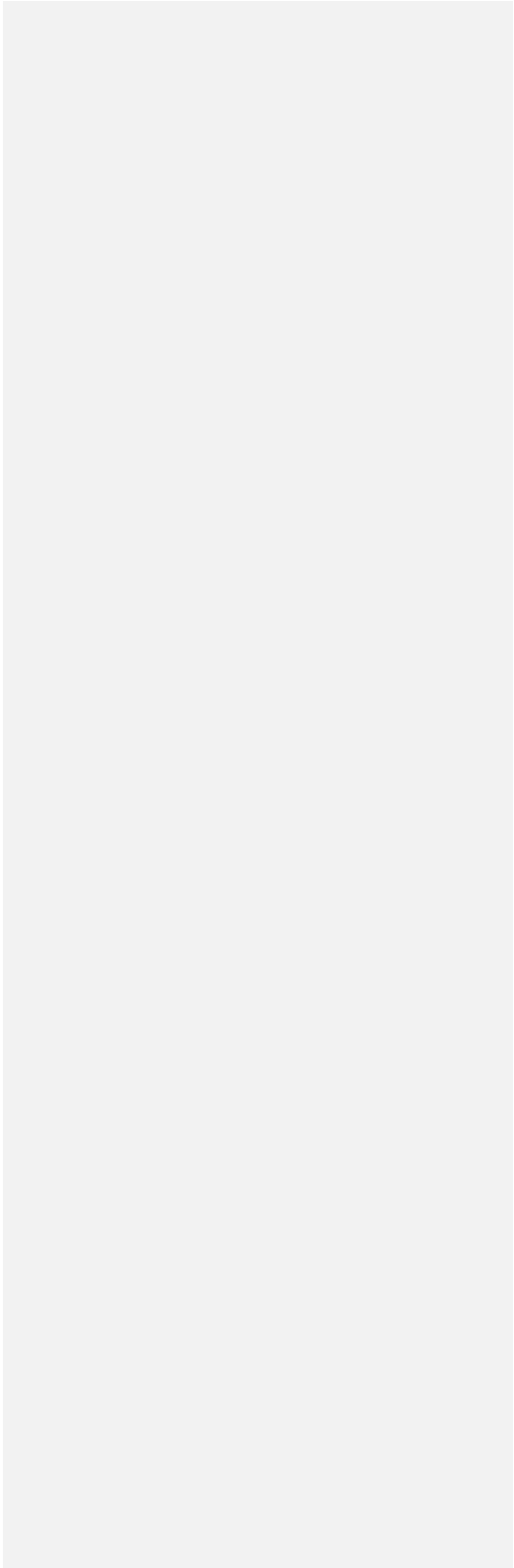
IN WITNESS WHEREOF, this Amendment One has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

Name: _____
Title: _____
Signature Date _____

Name: _____
Title: _____
Signature Date _____

APPENDIX A
BCT ALLOCATION AMOUNT
AND
TRANSIT INFRASTRUCTURE FUND ALLOCATION



APPENDIX B

THE BUILD CENTRAL TEXAS - SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area (collectively, the “**Suburban Communities**”) benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Build Central Texas Program - Suburban Communities Program project proposals. Capital Metro staff will be available to assist with any questions that may arise regarding the program.

Project Criteria

1. The purpose of a project must be for transit related capital improvements and generally will fall into one of the following categories, unless otherwise agreed to by Capital Metro:
 - a. Transit Capital Improvements:
 - i. Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows.
 - ii. Must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the Suburban Community that the project is along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
 - b. Street Resurfacing and Improvements:
 - i. Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition.
 - ii. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition, as determined by Capital Metro staff. Written verification of such resurfacing must be submitted.

c. Mobility Improvements:

- i. Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, transit-related bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related bicycle and pedestrian improvements are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or service.

2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.

Project Submittal

1. When Capital Metro staff notifies the Suburban Community of a fiscal year allocation, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year (October 1-September 30). The proposed project list must be submitted on or before May 31 of each fiscal year that funds are allocated provided the project list does not exceed the fiscal year allocation. The project list shall define the scope of work for the services to be provided by Suburban Community.
2. Upon request, Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project that does not meet the established Project Criteria. Any project not rejected by Capital Metro shall be deemed approved.
3. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. Capital Metro will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Proposed projects will be reviewed by Capital Metro Planning and Development Department and Capital Projects staff to ensure that projects do not conflict with other regional projects. When the projects are approved, the Suburban Community will be notified.

Final project proposals should be in letter form and directed to Capital Metro at the following address or via electronic email address:

Capital Metropolitan Transportation Authority
Attn: Finance

Page 9 of 11

2910 East Fifth Street
 Austin, Texas 78702
Melanie.Capesius@capmetro.org

Capital Metro will notify the Suburban Community in writing of any changes to the above address.

4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Notwithstanding the foregoing, emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.
5. In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of small businesses in publicly funded projects, Small Business Enterprise (“SBE”) participation is strongly encouraged. Each Suburban Community may set SBE goals on procurements using its own “Small Business Program” or the Suburban Community may follow Capital Metro’s SBE program.
6. If a project list for any fiscal year that funds are allocated is not submitted to Capital Metro by the end of the fiscal year in which funds are allocated, then such fiscal year funds are forfeited; Suburban Community may, during the applicable fiscal year, submit for Capital Metro’s approval, a revised project list to allocate unattached funds to prior-approved projects.
7. For projects with costs of \$500,000 or more, the Suburban Community and Capital Metro, through its Planning and Development Department staff, will develop milestones specific to the project prior to commencement of the project.
8. Requests for modifications to project lists or any substitution of the projects previously approved must be submitted in writing to Capital Metro. Written approval by Capital Metro of proposed changes is required.

Project Administration

Throughout the term of any project, Suburban Community will:

1. Maintain regular communication with Capital Metro.
2. If requested, provide Capital Metro with all requested documentation needed to conduct a project audit. In the event Capital Metro determines that fiscal year funds were not spent on an approved project, then upon demand, the Suburban Community shall reimburse Capital Metro for any funds identified by in such audit as not spent on an approved project.
3. Ensure all pedestrian projects and policies developed through the BCT Program are developed in accordance with the requirements of the Americans with Disabilities Act.
4. Notify Capital Metro or its representative when the project is complete or substantially

completed.

5. Upon request, arrange a site visit to allow Capital Metro or its representative an opportunity to inspect a project.

Invoicing and Payment

1. The Suburban Community is responsible for invoicing Capital Metro based on milestones, as applicable, and/or completion or substantial completion of the project in accordance with the terms of the Agreement. The invoices should be in letter form to Capital Metro and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc.
2. The Suburban Community shall provide Capital Metro with any documentation pertaining to any approved project, including pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents if requested by Capital Metro.
3. The Suburban Community is responsible for informing Capital Metro in a timely manner of any substantial delays or alterations in the project scope of work.
4. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.
5. Payments to Suburban Community are expressly contingent upon Suburban Community's strict compliance with this Agreement, including the BCT Guidelines and Procedures.
6. All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to Capital Metro.

**AMENDMENT ONE
TO THE
INTERLOCAL AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND

FOR BUILD CENTRAL TEXAS**

This Amendment One to the Interlocal Agreement for Build Central Texas (“**Amendment One**”) is made by and between Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code (“**Capital Metro**”) and _____, a _____ (the “**Suburban Community**”). Capital Metro and _____ are referred to in this Amendment One individually as a “Party” and collectively as the “Parties”.

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Appendix A.

Commented [PS1]: Council to confirm agreement with this term.

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documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.

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amendments), change the Total Service Cost, cause the BCT Allocation to become unavailable, or change a material term of this Agreement.

3. Transit Supported Infrastructure Fund

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- C. Capital Metro shall make payments to Suburban Community for approved Suburban Community Infrastructure Projects as follows:
 - a. For Suburban Community Infrastructure Projects funded with less than Five Hundred Thousand Dollars (\$500,000) of the Suburban Community Transit Infrastructure Funds, fifty percent (50%) of the budgeted costs for the Suburban Community Infrastructure Funds shall be mailed to Suburban Community on or after June 1, 2022, upon submittal of an invoice on Suburban Community letterhead. Payment for the remaining costs for such Suburban Community Infrastructure Projects will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the project, together with satisfactory documentation for payment, and otherwise in accordance with the BCT Guidelines and Procedures.
 - b. For Suburban Community Infrastructure Projects funded with Five Hundred Thousand Dollars (\$500,000) or more of the Suburban Community Transit Infrastructure Funds, twenty percent (20%) of the budgeted costs for each such project shall be mailed to Suburban Community on or after June 1, 2022, upon submittal of an invoice on Suburban Community letterhead, provided that such payment will not exceed One Million Dollars (\$1,000,000). Payment for the remaining costs will be made to Suburban Community by check upon submission of an invoice from Suburban Community evidencing completion or substantial completion of the applicable Suburban Community Infrastructure Project, together with satisfactory documentation for payment, in accordance with an established project milestone schedule agreed upon by the Parties prior to commencement of the applicable Suburban Community Infrastructure Project and otherwise in accordance with the BCT Guidelines and Procedures.
- D. Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project

documentation to ensure compliance with the terms of this Agreement and the BCT Guidelines and Procedures.

4. **Invoicing and Payment.** Capital Metro shall pay all invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Capital Metro shall have the right to audit project documentation to ensure compliance with the terms of this Agreement and the BCT Guidelines and Procedures.
5. **Term and Termination.** Article III of the Agreement is deleted and replaced in its entirety with the following:

“III. Term and Termination

- A. The initial term of this Agreement is from the date of the last Party to sign (“**Effective Date**”) through September 30, 2032, unless terminated earlier in accordance with this Agreement. After the initial term, the Agreement will automatically renew annually on the anniversary of the Effective Date unless either Party provides written notice ninety (90) days in advance of the end date of its intent not to renew. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.
- B. If, at any time during the term of the Agreement, Suburban Community is no longer included in Capital Metro’s service area, this Agreement will automatically terminate and be null and void as of the date on which Suburban Community is removed from Capital Metro’s service area. As of such date, neither party will have any obligations under this Agreement, including any obligation by Capital Metro to make any payments to Suburban Community under this Agreement.
- C. Notwithstanding anything contained herein to the contrary, in the event of termination of the Agreement, the funding for any projects approved prior to the termination of the Agreement shall remain available and payable to Suburban Community under the terms set forth in this Agreement, and the obligation to pay the BCT Allocation to Suburban Community for such approved projects shall survive termination of this Agreement.
- D. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro’s performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of such termination or cancellation, Capital Metro will not be liable to Suburban Community for any damages, which are caused or associated with such termination, or cancellation. In such event, Capital Metro shall cooperate with Suburban Community to determine whether there is an alternative source of funding for the BCT Allocation or an alternative structure that can be used to achieve the purposes of this Agreement.”

6. **Entire Agreement.** The terms of this Amendment One are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment One, the language in this Amendment One will control.

7. **Capitalized Terms.** Capitalized items used in this Amendment One and not otherwise defined have the meanings assigned to them in the Agreement.

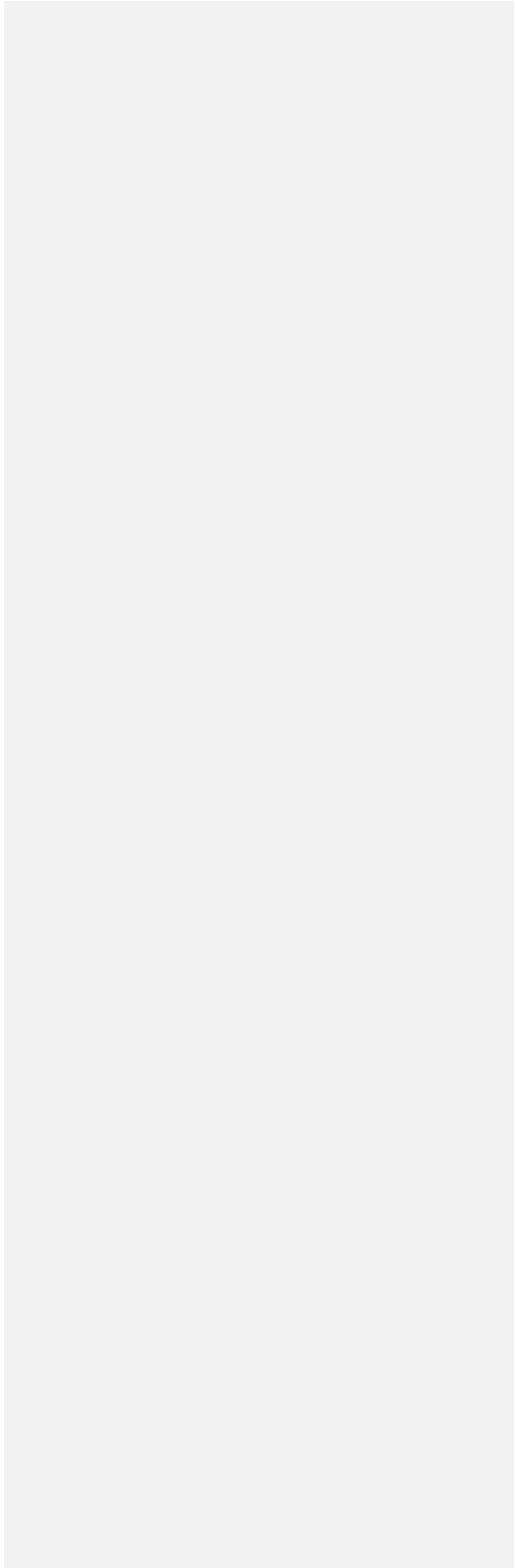
IN WITNESS WHEREOF, this Amendment One has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

Name: _____
Title: _____
Signature Date _____

Name: _____
Title: _____
Signature Date _____

APPENDIX A
BCT ALLOCATION AMOUNT
AND
TRANSIT INFRASTRUCTURE FUND ALLOCATION



APPENDIX B

THE BUILD CENTRAL TEXAS - SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area (collectively, the “**Suburban Communities**”) benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Build Central Texas Program - Suburban Communities Program project proposals. Capital Metro staff will be available to assist with any questions that may arise regarding the program.

Project Criteria

1. The purpose of a project must be for transit related capital improvements and generally will fall into one of the following categories, unless otherwise agreed to by Capital Metro:
 - a. Transit Capital Improvements:
 - i. Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows.
 - ii. Must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the Suburban Community that the project is along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
 - b. Street Resurfacing and Improvements:
 - i. Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition.
 - ii. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition, as determined by Capital Metro staff. Written verification of such resurfacing must be submitted.

c. Mobility Improvements:

- i. Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, transit-related bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related bicycle and pedestrian improvements are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or service.

2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.

Project Submittal

1. When Capital Metro staff notifies the Suburban Community of a fiscal year allocation, the Suburban Community shall submit to Capital Metro a proposed project list for that fiscal year (October 1-September 30). The proposed project list must be submitted on or before May 31 of each fiscal year that funds are allocated provided the project list does not exceed the fiscal year allocation. The project list shall define the scope of work for the services to be provided by Suburban Community.
2. Upon request, Suburban Community may be required to submit to Capital Metro additional project details and timelines. Capital Metro has the right to reject any submitted project that does not meet the established Project Criteria. Any project not rejected by Capital Metro shall be deemed approved.
3. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. Capital Metro will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Proposed projects will be reviewed by Capital Metro Planning and Development Department and Capital Projects staff to ensure that projects do not conflict with other regional projects. When the projects are approved, the Suburban Community will be notified.

Final project proposals should be in letter form and directed to Capital Metro at the following address or via electronic email address:

Capital Metropolitan Transportation Authority
Attn: Finance

Page 9 of 11

2910 East Fifth Street
 Austin, Texas 78702
Melanie.Capesius@capmetro.org

Capital Metro will notify the Suburban Community in writing of any changes to the above address.

4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Notwithstanding the foregoing, emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.
5. In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of small businesses in publicly funded projects, Small Business Enterprise (“SBE”) participation is strongly encouraged. Each Suburban Community may set SBE goals on procurements using its own “Small Business Program” or the Suburban Community may follow Capital Metro’s SBE program.
6. If a project list for any fiscal year that funds are allocated is not submitted to Capital Metro by the end of the fiscal year in which funds are allocated, then such fiscal year funds are forfeited; Suburban Community may, during the applicable fiscal year, submit for Capital Metro’s approval, a revised project list to allocate unattached funds to prior-approved projects.
7. For projects with costs of \$500,000 or more, the Suburban Community and Capital Metro, through its Planning and Development Department staff, will develop milestones specific to the project prior to commencement of the project.
8. Requests for modifications to project lists or any substitution of the projects previously approved must be submitted in writing to Capital Metro. Written approval by Capital Metro of proposed changes is required.

Project Administration

Throughout the term of any project, Suburban Community will:

1. Maintain regular communication with Capital Metro.
2. If requested, provide Capital Metro with all requested documentation needed to conduct a project audit. In the event Capital Metro determines that fiscal year funds were not spent on an approved project, then upon demand, the Suburban Community shall reimburse Capital Metro for any funds identified by in such audit as not spent on an approved project.
3. Ensure all pedestrian projects and policies developed through the BCT Program are developed in accordance with the requirements of the Americans with Disabilities Act.
4. Notify Capital Metro or its representative when the project is complete or substantially

completed.

5. Upon request, arrange a site visit to allow Capital Metro or its representative an opportunity to inspect a project.

Invoicing and Payment

1. The Suburban Community is responsible for invoicing Capital Metro based on milestones, as applicable, and/or completion or substantial completion of the project in accordance with the terms of the Agreement. The invoices should be in letter form to Capital Metro and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc.
2. The Suburban Community shall provide Capital Metro with any documentation pertaining to any approved project, including pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents if requested by Capital Metro.
3. The Suburban Community is responsible for informing Capital Metro in a timely manner of any substantial delays or alterations in the project scope of work.
4. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.
5. Payments to Suburban Community are expressly contingent upon Suburban Community's strict compliance with this Agreement, including the BCT Guidelines and Procedures.
6. All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to Capital Metro.

APPENDIX A

Suburban City	Updated BCT	FY2022 Capital Fund	FY2021 Sales Tax	FY2021 Service Cost
Manor	\$1,065,048	\$1,585,190	\$2,051,587	\$986,539



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance annexing 62.84 acres, , more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving an Agreement for the Provision of Services for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

This property is at the SE corner of US 290 and Old Kimbro Road. A non-annexation development agreement was approved for it in 2017. Since the property has filed for a rezoning application and intends to change the current use, they are required to annex into the city limits per that non-annexation development agreement. The property owner also worked with the City to locate a lift station on the property as part of the Cottonwood WWTP development to provide wastewater service to the tract when it develops.

This Public Hearing is requested to be postponed until July 20th. Notices will be resent out. Since the zoning is also requested to be postponed due to P&Z lack of quorum/action, the applicant would like the annexation to coincide with the zoning request. The new dates for this annexation would be:

Public Hearing and First Reading – 7/20, Second Reading 8/3

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

- Ordinance
- Post Annexation Provision of Services Agreement

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council postpone first reading to the July 20, 2022, Regular Council Meeting.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 and Old Kimbro Road, Manor, TX to Townhome (TH) and Medium Commercial (C-2).

Applicant: Kimley-Horn and Associates
Owner: Millcreek Residential

BACKGROUND/SUMMARY:

This property is currently being annexed at the request of the property owner. They are proposing approximately 52 acres of Townhome and 10 acres of Medium Commercial at the intersection. The current proposal is for 331 townhome units.

This item is requested to be postponed until July 20th. P&Z did not take up this item at the June 8th meeting due to a lack of quorum so it has been moved to P&Z's July 13th meeting for consideration, then it will come before the Council on July 20th. Second reading will be on August 3rd.

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

- Ordinance
- Letter of Intent
- Zoning Map
- Area Map
- Notice
- Labels

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council postpone first reading to the July 20, 2022, Regular Council Meeting.

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

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO TOWNHOME (TH) AND MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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 Ordinance. City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), to zoning district Townhome (TH) and Medium Commercial (C-2). The Property is accordingly hereby rezoned to Townhome (TH) and Medium Commercial (C-2).

SECTION 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the ___ day of June 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of ___ 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A-1"

Property Legal Description Townhome (TH):

METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;

2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears **North 26°27'38" East** a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 **3/29/2022**
 Frank. W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-021
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg

EXHIBIT "A-2"

Property Legal Description Medium Commercial (C-2):

METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and

ORDINANCE NO.

- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

 3/29/2022
 Frank. W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-021
 Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg

March 24, 2022

Mr. Scott Dunlop
City of Manor
Planning Department
105 E. Eggleston St.
Manor, TX 78653

Via Electronic Submittal

Re: Application for Rezoning; ±62 acres located east of Old Kimbro Rd, south of US Hwy 290, Manor, TX 78653 (the "Property")

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located east of Old Kimbro Rd, south of US Hwy 290, Manor, TX 78653 (see Location Map attached) and is currently unzoned and in the City of Manor Extra Territorial Jurisdiction (ETJ). The proposed zoning is a combination of Townhome (TH) on the ±53 acre tract (description attached) and Medium Commercial (C-2) zoning on the ±9 acre tract (description attached). The purpose of the rezoning is to allow for a townhome development with associated commercial zoning to allow for a future, neighborhood serving commercial development along the Hwy 290 corridor that will meet the needs of Manor's growing population. An annexation application is being submitting concurrently with the zoning application.

Surrounding zoning is commercial to the north, agriculture to the west, and no zoning to the south and east. Surrounding land uses include agriculture and single family residential to east, south, and west, and commercial to the north.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.



Amanda Couch Brown



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and

2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY DOCUMENT.**

Frank. W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

Job Number: 21-021

Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg



10090 W Highway 29 | Liberty Hill, Texas 78642
 TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

THENCE with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;

2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **667.27** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 72°21'49" East** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **North 27°21'49" East** a distance of **638.36** feet to the **POINT OF BEGINNING** and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Frank. W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

Job Number: 21-021

Attachments: K:\21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 53.42ac ALTA.dwg

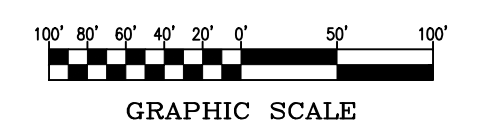
DESIGN AND BOUNDARY VERIFICATION SURVEY OF 62.805 ACRES (2,735,807 SQUARE FEET) OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING ALL OF CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Table with 2 columns: REVISIONS, DESCRIPTION. Includes project name, job number, date, and drawing file path.

DRAWING NAME: 20-021 Old Kimbro Road. SHEET 01 of 01.

FILE PATH: K:\2021-KIM OLD KIMBRO ROAD\2008096315\20-021 OLD KIMBRO ROAD.DWG SHEET PLOT SIZE: ARCHIT FULL BLEED D (24.00 X 36.00 INCHES) LAST SAVED: 05/20/2021 9:29:40PM PLOT DATE: 05/20/21 9:22:44

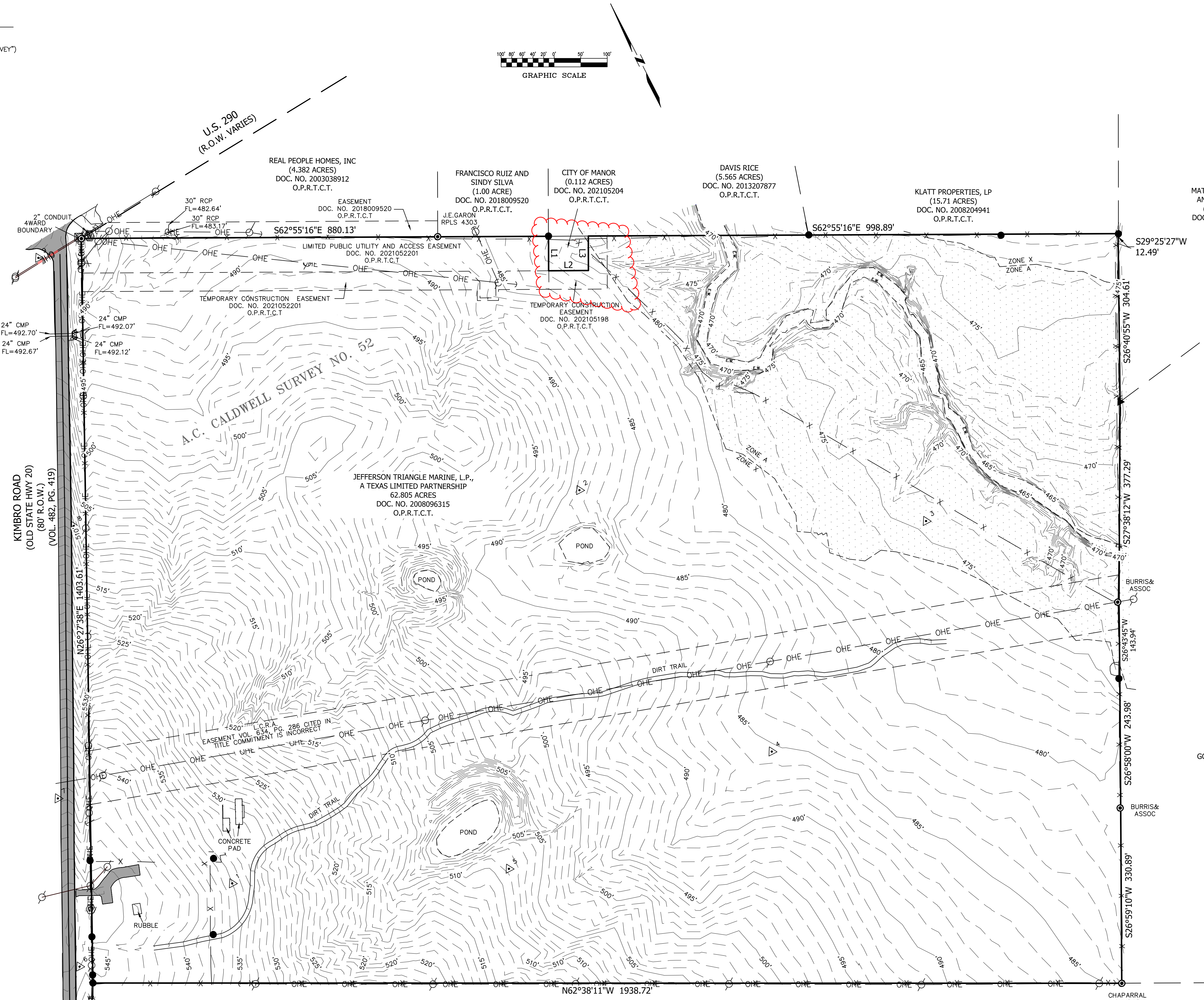
- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH CAP FOUND (OR AS NOTED), 60D NAIL FOUND (OR AS NOTED), FENCE CORNER POST FOUND, CALCULATED POINT NOT SET, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DEED RECORDS OF TRAVIS COUNTY, TEXAS, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, EDGE OF PAVEMENT, EDGE OF WATER COURSES FROM RECORDS.



- LEGEND: GUY ANCHOR, OVERHEAD ELECTRIC, POWER POLE, SIGN POST SIGN, TELEPHONE JUNCTION BOX, WATER METER, WATER VALVE, BARB WIRE FENCE, FLOOD ZONE, ASPHALT PAVING, YELLOW PAINT STRIPE.

Line Table with 3 columns: Line #, Direction, Length. Lists lines L1, L2, and L3.

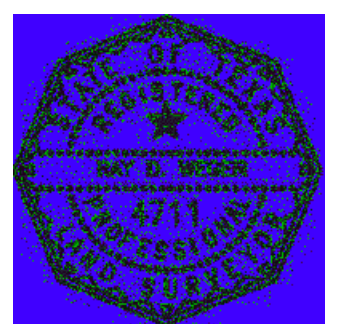
Point Table with 5 columns: Point #, Northing, Easting, Elevation, Raw Description. Lists points 1 through 9.

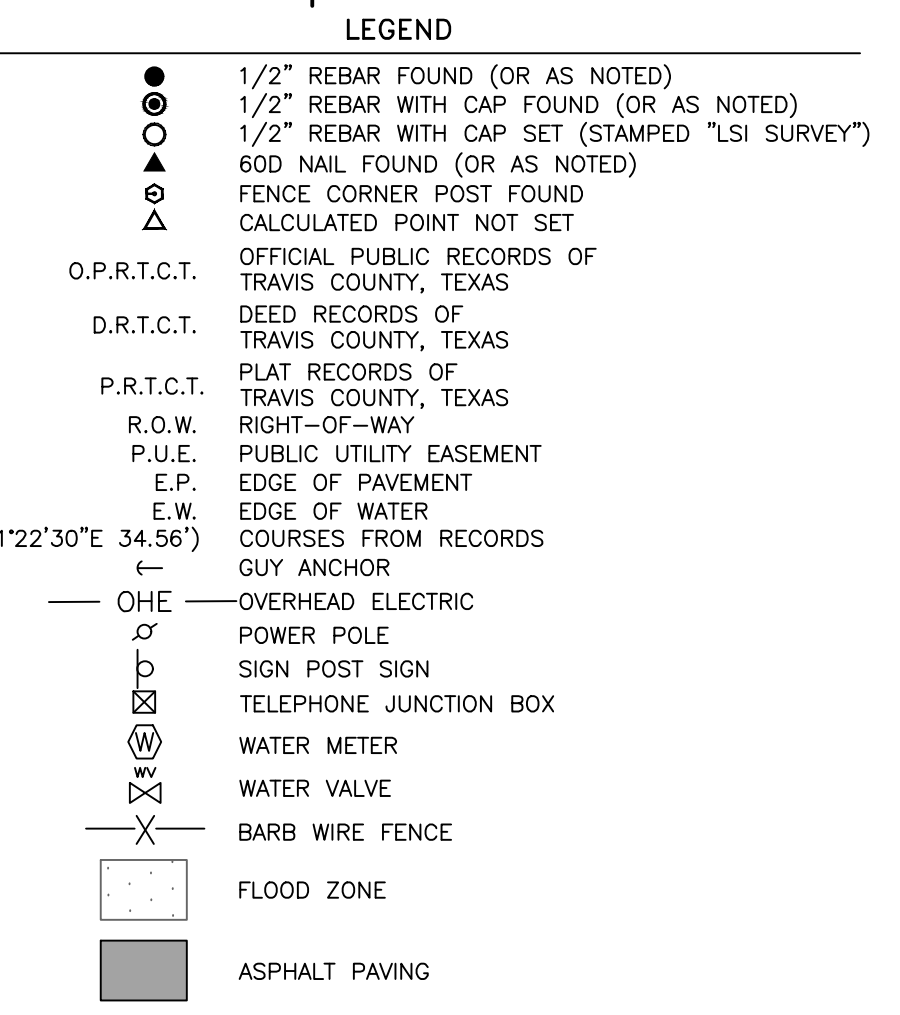
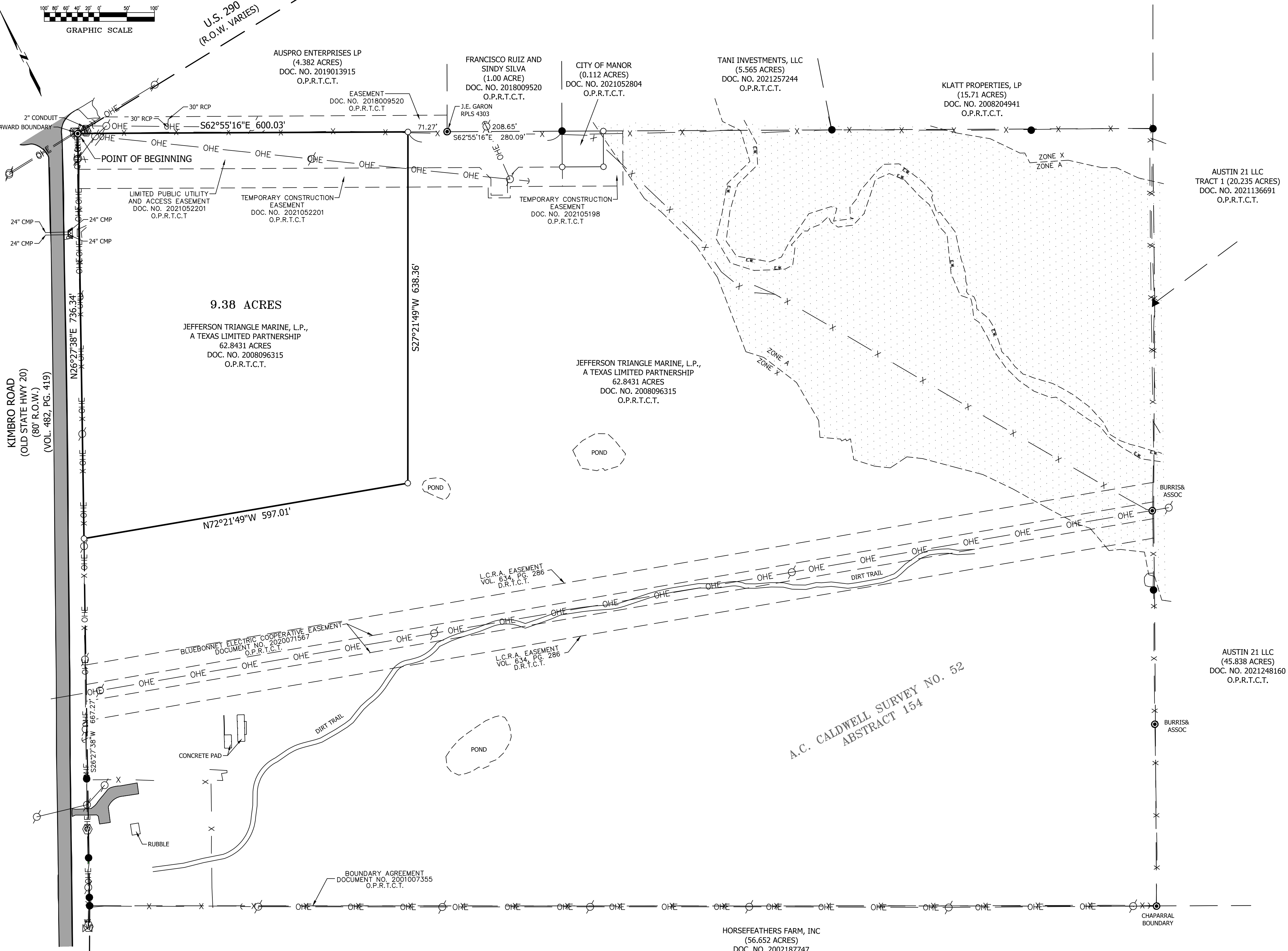


GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS (GEOID 12B). SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. EXISTING TREES WERE NOT LOCATED ON THE PROPERTY OR SHOWN FOR THIS DESIGN SURVEY.

FLOOD NOTE: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48530050SH, DATED SEPTEMBER 26, 2009 AND MAP NO. 4845300485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

TOPO CERTIFICATION: THIS MAP WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 19, 2021. RAY D. WEGER, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS NO. 4711.





GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION. ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(c), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021. DATE OF PLAT OR MAP: MARCH 8, 2022

HORSEFEATHERS FARM, INC (56.652 ACRES) DOC. NO. 2002187747 O.P.R.T.C.T.

- 2021 ALTA/NSPS TABLE A NOTES: ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY. ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY. ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE SURVEYOR. ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS. ITEM 7a: NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY. ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY. ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FRANK W. FUNK REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6803

LEGAL DESCRIPTION:

IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C) BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 8000362100979 ISSUE DATE: SEPTEMBER 30, 2021 EFFECTIVE DATE: SEPTEMBER 20, 2021

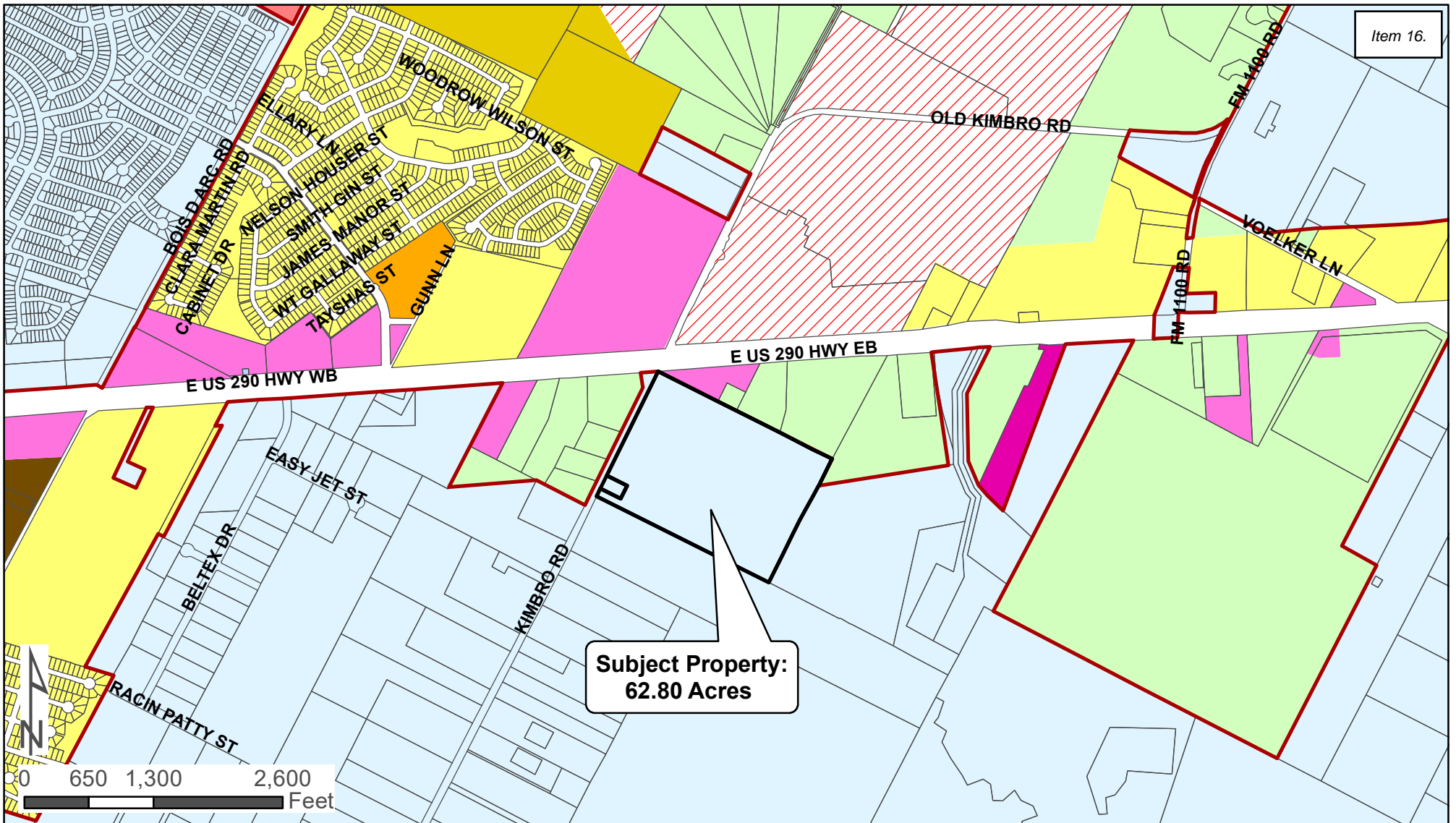
ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER) b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING: ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER) c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER) d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: BOUNDARY AGREEMENT DATED: DECEMBER 18, 2000 EXECUTED BY: JUDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (SHOWN ON SURVEY) e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC. PURPOSE: EASEMENT RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREON) f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: DEVELOPMENT AGREEMENT DATED: SEPTEMBER 20, 2017 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS RECORDING DATE: DECEMBER 15, 2017 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (NOT A SURVEY MATTER) h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: EASEMENT AGREEMENT DATED: MARCH 25, 2020 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP RECORDING DATE: MAY 4, 2020 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED: TEMPORARY CONSTRUCTION EASEMENT DATED: FEBRUARY 5, 2021 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR RECORDING DATE: JANUARY 1, 2021 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY) j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CITY OF MANOR PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT RECORDING DATE: MARCH 11, 2021 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (SHOWN ON SURVEY) k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)

IF ANY PORTION OF THE PROPOSED LAND AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED: OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF. OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY. LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER) m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

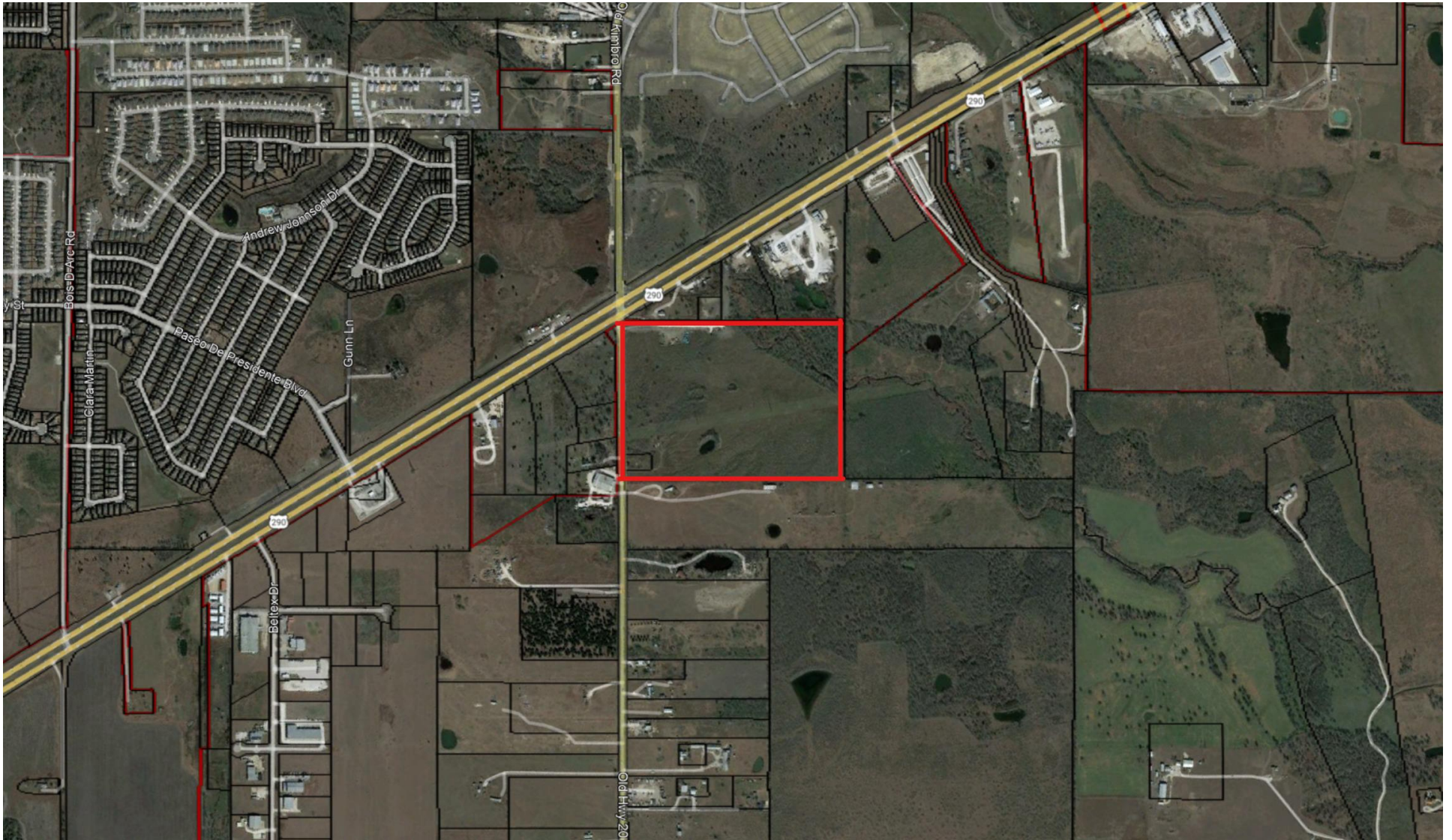
Table with columns: REVISIONS, DATE, DESCRIPTION. Includes project name, job number, drawing file path, and drawing name.



Proposed Zoning: Townhome (TH) Medium Commercial (C-2)

Zone

- | | | |
|-------------------------------|---------------------------|--------------------------------|
| A - Agricultural | I-1 - Institutional Small | NB - Neighborhood Business |
| SF-1 - Single Family Suburban | I-2 - Institutional Large | DB - Downtown Business |
| SF-2 - Single Family Standard | GO - General Office | IN-1 - Light Industrial |
| TF - Two Family | C-1 - Light Commercial | IN-2 - Heavy Industrial |
| TH - Townhome | C-2 - Medium Commercial | PUD - Planned Unit Development |
| MF-1 - Multi-Family 15 | C-3 - Heavy Commercial | ETJ |
| MF-2 - Multi-Family 25 | | |





April 27, 2022

City of Manor Development Services

Notification for a Rezoning Application

Case Number: 2022-P-1428-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 62.84 acres, more or less, and being located near the intersection of US Hwy 290 E and Old Kimbro Rd., Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for 62.84 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, and being located near the intersection of US Hwy 290 E and Old Kimbro Rd., Manor, TX to Townhome (TH) and Medium Commercial (C-2).

***Applicant:* Kimley-Horn & Associates**

***Owner:* Millcreek Residential**

The Planning and Zoning Commission will meet at 6:30PM on May 11, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 18, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may also be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

PHAN HOAN VAN & THU THI HUYNH
5701 LONG CT
AUSTIN TX 78730-5056

TAPIA TOMAS
12908 OLD KIMBRO RD
MANOR TX 78653-4519

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

CYPRESS BLUFF LLC
12822 KIMBRO RD
MANOR TX 78653

JEFFERSON TRIANGLE MARINE LP
9225 KATY FRWY
HOUSTON TX 77024-1521

AUSTIN27 LLC
117 Fort Hood Ln
Georgetown TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

AUSTIN 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

KLATT PROPERTIES LP
2001 PICADILLY DR
ROUND ROCK TX 78664-9511

TANI INVESTMENTS LLC ETAL
7606 Brae Acres Ct
Houston TX 77074-4123

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

CITY OF MANOR
105 E EGGLESTON ST
MANOR TX 78653-3463

RUIZ FRANCISCO & SINDY SILVA
13232 HIGH SIERRA ST
MANOR TX 78653-5378

AUSPRO ENTERPRISES LP
PO BOX 13549
AUSTIN TX 78711-3549

TIMMERMAN COMMERCIAL
INVESTMENTS LP (1729480)
501 VALE ST
AUSTIN TX 78746-5732



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Water Service Area Transfer Agreement between the City of Manor, Texas and Manville Water Supply Corporation for a 13.189 acre tract.

BACKGROUND/SUMMARY:

Building Hope is requesting water service from the City for their school campus. City Council previously approved a deposit agreement with IDEA, Building Hope is IDEA’s successor and assign, to transfer water service from Manville Water Supply Corporation to the City of Manor. The attached Water Service Area Transfer Agreement has been executed by Manville and is provide to City Council for consideration, which would then go through the PUC process.

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

- Water Service Area Transfer Agreement

STAFF RECOMMENDATION:

It is City staff’s recommendation that the City Council approve the Water Service Area Transfer Agreement between the City of Manor, Texas and Manville Water Supply Corporation for a 13.189 acre tract and authorize the City Manager to execute the agreement.

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AFFIDAVIT

1. My name is Tony Graf. I am the General Manager for Manville Water Supply Corporation ("Manville") a retail public utility providing utility services in Travis County. I am over the age of 18 years and reside in Travis County, Texas. I am of sound mind and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.

2. During a public meeting held on May 12, 2022, the Manville Board of Directors (Board) considered various matters including the request and proposed agreement of the City of Manor ("Manor") to transfer 13.189 acres of land ("Transfer Area") from Manville's water certificate of convenience and necessity (CCN) No. 11144 to Manor's water CCN No. 10947.


3. I attest that proper notice of the May 12, 2022, Board meeting was issued as required under Texas Open Meetings Act, Government Code Chapter 551. A copy of the Board meeting agenda is provided with this affidavit.

4. FM 973 Building Hope, LLC ("Building Hope") owns the 13.189 acres, a tract of land it acquired from IDEA Public Schools in 2021. On July 6, 2021, Building Hope conveyed to Manville a 0.435 acre easement within the Transfer Area to be used for public utility purposes.

5. The Board approved Manor's request to remove the Transfer Area from Manville's CCN and acknowledged that the easement obtained from Building Hope constitutes all of the compensation Manville seeks for agreeing to the service area transfer to Manor.

Acknowledgement

I declare under penalty of perjury that the foregoing is true and correct. Affiant further sayeth not.



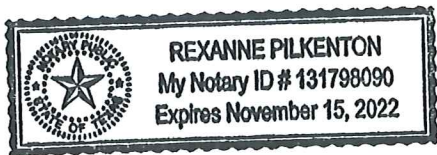
Tony Graf, General Manager
Manville Water Supply Corporation


State of Texas

County of Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Tony Graf, as the General Manager of Manville Water Supply Corporation, known to me to be the person whose name is subscribed on this document and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated and he is authorized to do so.

Given under my hand and seal of office this 26 day of May, 2022.





Notary Public in and for the State of Texas

WATER SERVICE AREA TRANSFER AGREEMENT

This Water Service Area Transfer Agreement (the “Agreement”) is made and entered into as of May 26, 2022 (the “Effective Date”) by and between the Manville Water Supply Corporation (“Manville”), a retail public utility and Texas corporation and the City of Manor (“City” or “Manor”), a Texas home rule municipal corporation. Manville and the City are each a “Party” and collectively, “Parties.”

RECITALS

WHEREAS, the Parties are retail public utilities as defined in Texas Water Code (TWC) Section 13.002 (19) providing water and sewer service under authorizations issued by the Public Utility Commission of Texas or its predecessor (“PUC”);

WHEREAS, Manville holds water certificate of convenience and necessity (“CCN”) No. 11144. Manville’s primary service area under the CCN is within Travis County;

WHEREAS, the City holds CCN No. 10947 and serves certain areas within Travis County;

WHEREAS, TWC § 13.248 authorizes contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Public Utility Commission (“PUC”) after public notice and hearing;

WHEREAS, FM 973 Building Hope, LLC (“Building Hope”) owns a 13.189 acre tract of land (“Transfer Tract”) within Manville’s service area, a property acquired from IDEA Public Schools in 2021.

WHEREAS, Manville has previously stated it is not opposed to the City providing service to the Transfer Tract, noting that the area is within the Manor city limits;

WHEREAS, the Transfer Tract is home to various educational facilities which Building Hope is readying to begin operations the first day of the Fall 2022 school year;

WHEREAS, Building Hope has requested that the City provide water service to the various improvements on the Transfer Tract and the City is willing and has the infrastructure in place capable of providing water service;

WHEREAS, Manville desires to have removed from its CCN the 13.189 acre portion of service area that overlaps with the Transfer Tract illustrated on the Overview, Location, and Detailed maps in Exhibit A of this Agreement for transfer of said portion to the City’s water CCN; and

WHEREAS, the City desires to accept such transfer and have added to its CCN the 13.189 acre portion that overlaps with the Transfer Tract; and

WHEREAS, to facilitate the transfer Building Hope conveyed to Manville a 0.435 easement for public utility purposes within the Transfer Tract.

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement shall be a “contract” designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Notice of No Opposition.** In 2017, Manville notified the City that Manville is not opposed to the City providing service to the 13.189 acre tract, noting the property is within the Manor city limits. A copy of the No Opposition letter is provided with this Agreement in Exhibit B.
3. **Transfer of the CCN Transfer Area.** Manville transfers and conveys to the City, and the City accepts from Manville, a 13.189 acre portion of Manville’s CCN No. 11144 that overlaps with the Transfer Tract; and the Parties thereby agree to modification of the boundaries of their water CCNs, accordingly. The Parties further agree that the City shall submit all the documentation required by the PUC for the modification of the boundaries of the Parties’ respective CCNs at the City’s sole expense.
4. **Easement.** Building Hope conveyed to Manville a 0.435 acre easement within the Transfer Tract to be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances or making connections thereto. A copy of the easement executed by Building Hope on July 6, 2021, and recorded on August 18, 2021, is provided with this Agreement in Exhibit C.
5. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application(s) to transfer the Transfer Tract from Manville to the City, Manville shall have no further obligation to provide retail water service to the Transfer Tract.
6. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and the laws of the State of Texas.
7. **Entire Agreement.** This Agreement, along with any exhibits, reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.
8. **Notice.** The following notice requirements shall apply with regard to notice by the Parties to each other, except with regard to other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code §§ 22.74 and 24.239. When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if

sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. Notices and routine communications to the City and Manville shall be addressed as follows:

City:

City of Manor
 Attn: Scott Moore,
 City Manager
 105 Eggleston Street
 Manor, Texas, 78653
 Phone: (512) 272-5555
 smoore@cityofmanor.org

with copy to:

The Knight Law Firm, LLP
 Attn: Paige H. Saenz
 223 West Anderson Lane, Suite A105
 Austin, Texas 77852
 Phone: (512) 323-5778
 Email: paige@cityattorneytexas.com

Manville:

Manville Water Supply Corporation
 Attn: Tony Graf, General Manager
 P.O. Box 248
 Coupland, Texas, 78615
 Phone: (512) 856-2488
 Email: Tonygraf@manvillewsc.org

9. Successors and Assigns. This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, whose consent shall not be unreasonably withheld. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.

10. Venue. Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Travis County, Texas.

11. Recitals. The above recitals are true and correct and are incorporated into this Agreement for all purposes.

12. Multiple Originals. This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

13. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

14. Enforceability. The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date provided above.

MANVILLE WATER SUPPLY CORPORATION
a Texas corporation

By: Tony Graf
Name: Tony Graf
Title: General Manager

CITY OF MANOR, TEXAS,
a municipal corporation

By: _____
Name: Dr. Larry Wallace Jr.
Title: Mayor

ATTEST:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

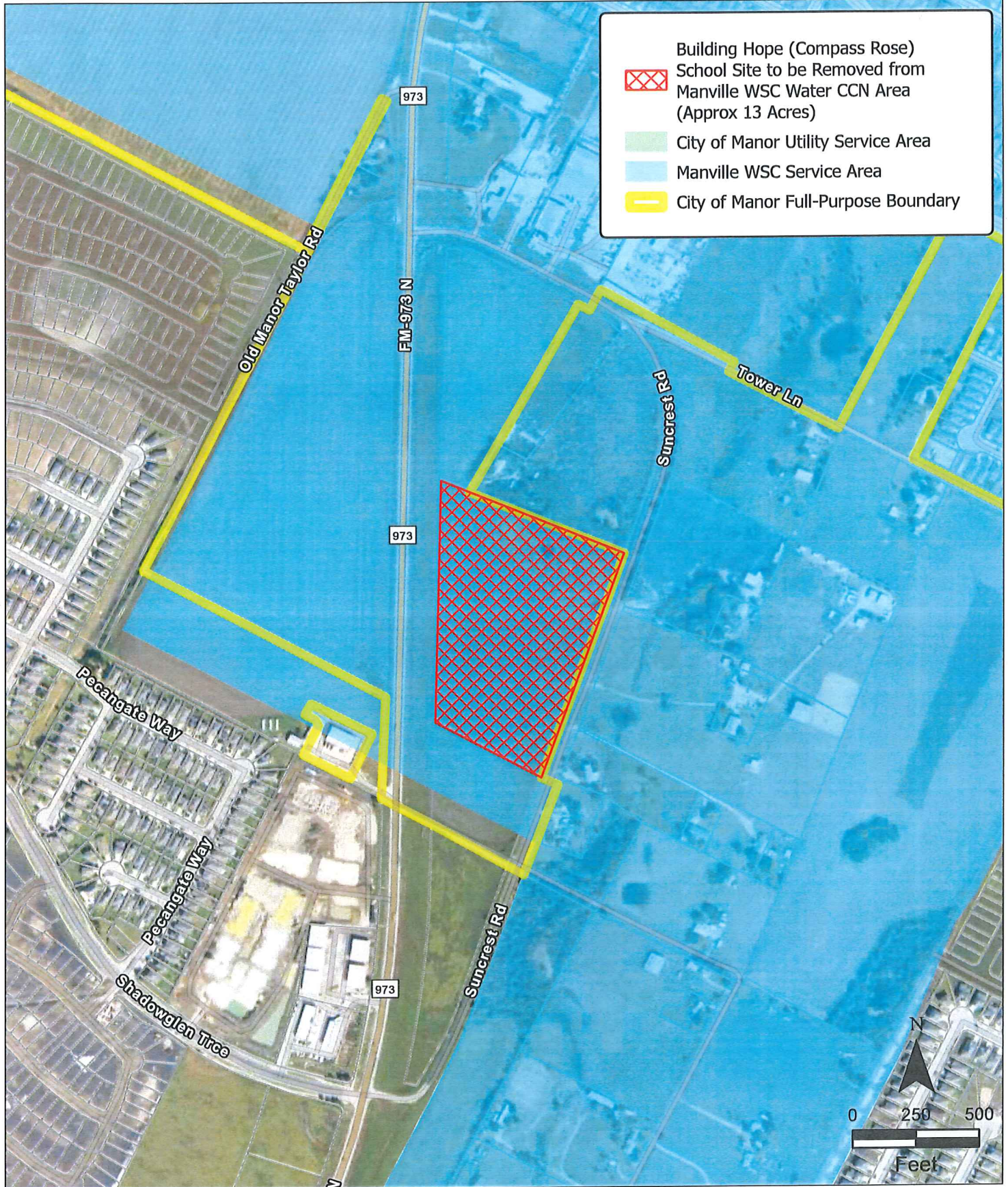
EXHIBIT A

Transfer Tract Maps

Figure A - Overview Map

Figure B - Location Map

Figure C - Detailed Map



PROJECT NUMBER
14667.11

DATE
4/27/2022

OVERVIEW MAP
Public Utility Commission of Texas
Site on N FM 973 between Tower Ln. and Suncrest Rd.
Manor, Travis County, Texas

FIGURE
A
291



PROJECT NUMBER
14667.11

DATE
4/27/2022

LOCATION MAP
Public Utility Commission of Texas
Site on N FM 973 between Tower Ln. and Suncrest Rd.
Manor, Travis County, Texas

FIGURE

292



PROJECT NUMBER
14667.11

DATE
4/27/2022

DETAILED MAP
Public Utility Commission of Texas
Site on N FM 973 between Tower Ln. and Suncrest Rd.
Manor, Travis County, Texas

FIGURE
293

EXHIBIT B

Letter of No Opposition
Manville Water Supply Corporation
Tony Graf, General Manager

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248
Coupland, TX 78615

(512) 856-2488
Fax (512) 856-2029

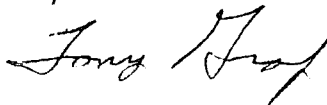
January 12, 2017

Mr. Tom Bolt
City Manager
City of Manor
P.O. Box 387
Manor, TX 78653

Re: Certificate of Convenience and Necessity (CCN) 11144 for 13.189 acres as described in the attached Exhibits A - plat and field notes.

Manville Water Supply Corporation holds water Certificate of Convenience and Necessity (CCN) for the above referenced tract described in the attached Exhibit A (plat and field notes). The property is also located within the city limits of the City of Manor and Manville Water has no opposition to the City of Manor providing water service for this referenced tract.

Tony Graf

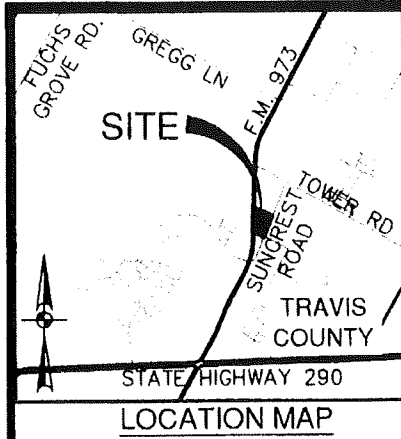


General Manager
Manville WSC

cc: by email - Frank Phelan, Stacey Weichert

EXHIBIT A

Item 17.



LOCATION MAP

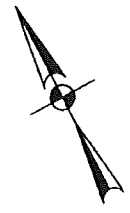
NOT-TO-SCALE

LEGEND:

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD
- FOUND IRON ROD (CAP AS NOTED)
- CALCULATED POINT

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS ARE FOR INFORMATIONAL PURPOSES ONLY.



1 inch = 200'

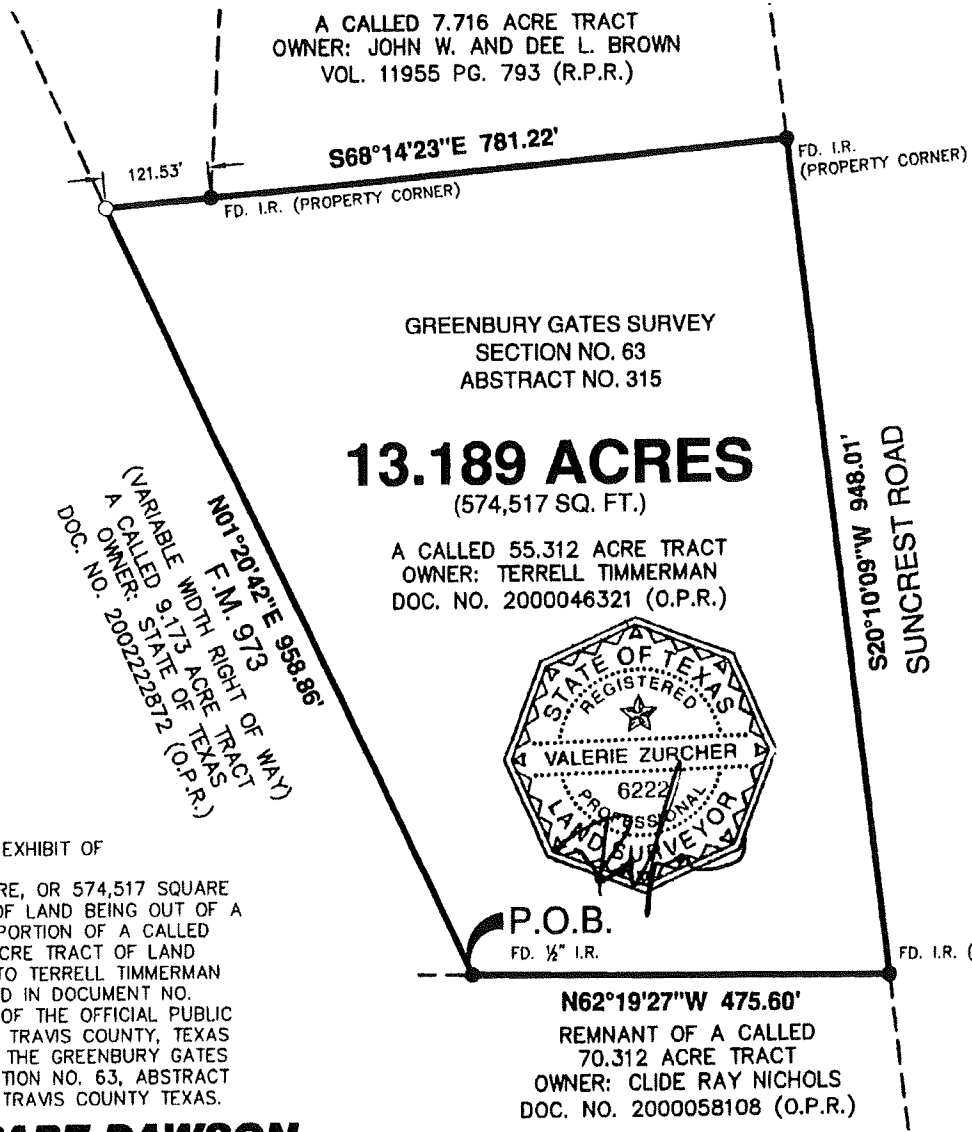
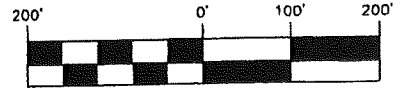


EXHIBIT OF

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 55.312 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN RECORDED IN DOCUMENT NO. 2000046321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLB FIRM REGISTRATION #10028801

Date: Nov 04, 2016, 10:44am User: VZurcher File: H:\Survey\SURVEY16\16-59033\ExhibitA\EX59033-16_13.189Ac.dwg

NOVEMBER 4, 2016

JOB No.:

SHEET 1 OF 1

59033-16



FIELD NOTES

FOR

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 55.312 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN RECORDED IN DOCUMENT NO. 2000046321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 13.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found on a point in the east right-of-way line of F.M. 973, said point being the southwest corner of said Remnant Portion, same being the southeast corner of a called 9.173 acre tract conveyed to the State of Texas as F.M. 973, a variable width right-of-way recorded in Document No. 2002222872 of the Official Public Records of Travis County, Texas, also being a point in the north line of a Remnant Portion of a called 70.312 acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000058108 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 01°20'42" E, with the west line of said Remnant Portion of a 55.312 acre tract, same being the east right-of-way line of said F.M. 973, a distance of **958.86 feet** to a calculated point for the northwest corner hereof;

THENCE S 68°14'23" E, departing the east right-of-way line of said F.M. 973, through the interior of said Remnant Portion of a 55.312 acre tract, at a distance of 121.53 feet passing an iron rod with cap marked "Property Corner" found at the southwest corner of a called 7.716 acre tract conveyed to John W. and Dee L. Brown in Volume 11955, Page 793 of the Real Property Records of Travis County, Texas, same being the northeast ell corner of said 55.312 acre tract, continuing with a north line of said 55.312 acre tract, same being the south line of said 7.716 acre tract, a total distance of **781.22 feet** to an iron rod with cap marked "Property Corner" found at the southeast corner of said 7.716 acre tract, same being an east corner of said 55.312 acre tract, also being a point in the west margin of Suncrest Road for the northeast corner hereof;

THENCE S 20°10'09" W, with the east line of said 55.312 acre tract, same being the west margin of said Suncrest Road, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found at the southeast corner of said 55.312 acre tract, same being the northeast corner of said Remnant Portion of a 70.312 acre tract for the southeast corner hereof;

TBPE Firm Registration #470 - TBPLS Firm Registration #10028601

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Transportation | Water Resources | Land Development | Surveying | Environmental

7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

13.189 Acres
Job No. 59033-16
Page 2 of 2

THENCE N 62°19'27" W, departing the west margin of said Suncrest Road, with the south line of said 55.312 acre tract, same being the north line of said Remnant Portion of said 70.312 acre tract, a distance of **475.60 feet** to the **POINT OF BEGINNING** and containing 13.189 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job Number 59033-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 4, 2016
JOB No.: 59033-16
DOC.ID.: H:\survey\SURVEY16\16-59033\Exhibits\Word\59033-16_13.189Ac_ZoningParcel2.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

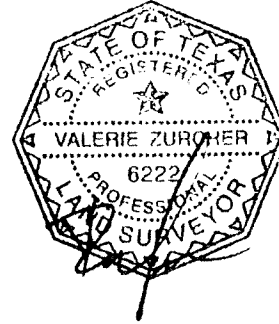


EXHIBIT C

Easement

FM 973 Building Hope, LLC, Grantor
Manville Water Supply Corporation, Grantee

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Aug 18, 2021 12:20 PM Fee: \$42.00

2021184500

Electronically Recorded

MANVILLE W.S.C. EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FM 973 BUILDING HOPE, LLC (A Texas limited liability company) ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **Manville Water Supply Corporation**, a Texas Non-Profit Corporation ("Grantee"), a perpetual and exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract")

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract (ii) all matters visible or apparent within the Easement Tract, and (iii) the matters set forth herein.

The Easement shall be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances (collectively, the "Facilities"), or making connections thereto.

The Easement shall also be used for the purpose of providing surface access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Grantor shall have the right to use the surface of the Easement Tract for those purposes which do not conflict with Grantee's subsurface use but shall keep the easement tract free and clear of buildings, landscaping, trees, fences or walls, commercial signage, and entry-way monument signs. In the event Grantor installs a driveway over and across the easement herein granted, all Manville lines beneath the said driveway shall be sleeved at Grantor's expense. Grantor shall not construct any obstruction on the easement property, and any improvement made by Grantor must comply with all applicable municipal or other governmental ordinances, codes, and engineering guidelines. Grantor shall obtain Grantee's permission and approval prior to the start of construction of improvements.

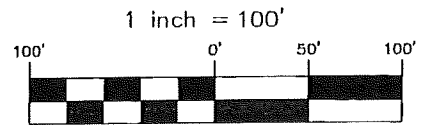
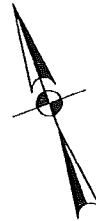
In the event that the surface condition of the Easement Tract is disturbed as a result of any maintenance, repair, or construction activities by Grantee or its agents, employees or contractors, within the easement, Grantee shall be responsible to restore the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. Grantee shall be solely responsible for performing all maintenance and repair of the Facilities and agrees to maintain all the Facilities in a good condition and repair at all times. Grantee has full responsibility for the improvement and maintenance of the easement property. Grantee is authorized to remove and relocate vegetation fences or other improvements on the easement property or along its boundary lines when necessary, in the judgment of Grantee, to construct, maintain, repair, remove or replace the Facilities. Grantee shall not be required to repair or replace to their original condition any landscaping, vegetation, driveways, parking areas or other unauthorized improvements on the Easement Property that are or may be damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the permitted Facilities within the easement.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the

Exhibit "A"

EXHIBIT OF


A 0.435 ACRE OR 18,939 SQUARE FOOT TRACT OF LAND SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS BEING OUT OF A CALLED 13.189 ACRE TRACT CONVEYED TO FM 973 BUILDING HOPE, LLC RECORDED IN DOCUMENT NO. 202111591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- DOC. NO. DOCUMENT NUMBER
- FD FOUND
- IR IRON ROD
-  FOUND 1/2" IRON ROD WITH CAP AS NOTED

A CALLED 7.716 ACRE TRACT
OWNER: DELORES LEE HARRIS BROWN,
a/k/a/ DEE L. BROWN, INDIVIDUALLY
DOC. NO. 2020177326 (O.P.R.)

L2 P.O.B.
FD. I.R.(PROPERTY)

0.435 ACRES
(18,939 SQUARE FEET)

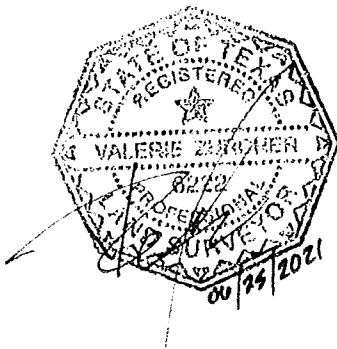
GREENBURY GATES SURVEY
SECTION NO. 63
ABSTRACT NO. 315

A CALLED 13.189 ACRE TRACT
OWNER: FM 973 BUILDING
HOPE, LLC
DOC. NO. 202111591 (O.P.R.)

LINE TABLE		
LINE #	BEARING	LENGTH
L2	S68°14'23"E	20.01'

N20°10'09"E ~ 945.93'

SUNCREST ROAD S20°10'09"W ~ 948.01'
(PUBLIC RIGHT OF WAY
WIDTH UNKNOWN)



MATCHLINE - SEE SHEET 2 OF 2



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 II MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

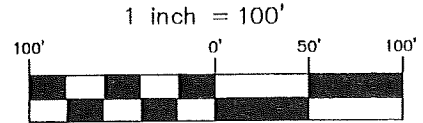
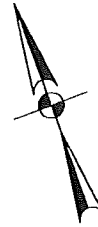
JUNE 11, 2021
REVISED: JUNE 25, 2021

SHEET 1 OF 2
JOB No.: 51175-

Date: Jun 25, 2021, 2:18pm User ID: VZurcher
File: H:\Survey\CIVIL\51175-05\Easements\ESS1175-05_0-435Ac_WaterEmt.dwg

EXHIBIT OF

A 0.435 ACRE OR 18,939 SQUARE FOOT TRACT OF LAND SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS BEING OUT OF A CALLED 13.189 ACRE TRACT CONVEYED TO FM 973 BUILDING HOPE, LLC RECORDED IN DOCUMENT NO. 2021111591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- DOC. NO. DOCUMENT NUMBER
- FD FOUND
- IR IRON ROD
- FOUND 1/2" IRON ROD WITH CAP AS NOTED

MATCHLINE - SEE SHEET 1 OF 2

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N62°19'27"W	20.17'

GREENBURY GATES SURVEY
SECTION NO. 63
ABSTRACT NO. 315
A CALLED 13.189 ACRE TRACT
OWNER: FM 973 BUILDING
HOPE, LLC
DOC. NO. 2021111591 (O.P.R.)

0.435 ACRES
(18,939 SQUARE FEET)

N20°10'09"E ~ 945.93'

S20°10'09"W ~ 948.01'

SUNCREST ROAD
(PUBLIC RIGHT OF WAY
WIDTH UNKNOWN)

L1 FD. I.R.(1753)

A REMNANT PORTION OF A
CALLED 15.000 ACRE TRACT
OWNER: CLIDE RAY NICHOLS
DOC. NO. 2000046322 (O.P.R.)



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 H MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028901

JUNE 11, 2021
REVISED: JUNE 25, 2021

SHEET 2 OF 2

JOB No.: 51175-

Date: Jun 25, 2021, 2:18pm User ID: VZurcher File: H:\Survey\CIVIL\51175-05\Easements\ESS1175-05_0.435Ac_WaterExam.dwg



Manville W.S.C. Easement - Exhibit "A"

FIELD NOTES FOR

A 0.435 ACRE, OR 18,939 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 13.189 ACRE TRACT OF LAND CONVEYED TO FM 973 BUILDING HOPE, LLC, IN DOCUMENT NO. 2021111591 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 0.435 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING at an iron rod with cap marked "Property Corner" found on a point in the west right-of-way line of Suncrest Road, a variable width right-of-way, said point being the northeast corner of said 13.189-acre tract, same being a southeast corner of a called 7.716-acre tract conveyed to Delores Lee Harris Brown, a/k/a/ Dee L. Brown, Individually, recorded in Document No. 2020177326 of the Official Public Records of Travis County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE with the west right-of-way line of said Suncrest Road, same being the east boundary line of said 13.189-acre tract, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found on a point in the west right-of-way line of said Suncrest Road, said point being the southeast corner of said 13.189-acre tract, same being the northeast corner of a Remnant Portion of a called 15.00-acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000046322 of the Official Public Records of Travis County, Texas, for the southeast corner hereof;

THENCE N 62°19'27" W, departing the west right-of-way line of said Suncrest Road, with the south boundary line of said 13.189-acre tract, same being the north boundary line of a Remnant Portion of said 15.00-acre tract, a distance of **20.17 feet** to a calculated point for the southwest corner hereof;

THENCE N 20°10'09" E, departing the north boundary line of a Remnant Portion of said 15.00-acre tract, through the interior of said 13.189-acre tract, a distance of **945.93 feet** to a calculated point in the north boundary line of said 13.189-acre tract, same being the south boundary line of said 7.713-acre tract for the northwest corner hereof;

THENCE S 68°14'23" E, with the north line of said 13.189-acre tract, same being the south line of said 7.716-acre tract, a distance of **20.01 feet** to the **POINT OF BEGINNING** and containing 0.435 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job Number 51175-05.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: June 11, 2021

REVISED: June 25, 2021

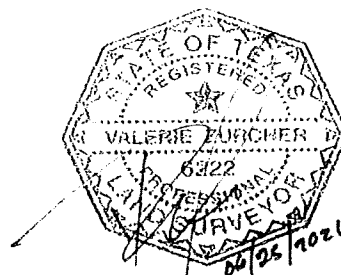
JOB No.: 51175-05

DOC.ID.: H:\Survey\CIVIL\51175-05\Easements\Word\

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 512-454-8711 address: 10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759 website: PAPE-DAWSON.COM
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028801



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 15, 2022
PREPARED BY: Tracey Vasquez, HR Manager
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Compensation Consulting Firm regarding a Pay Scale study.

BACKGROUND/SUMMARY:

The City of Manor will be recruiting a talented and accomplished Compensation Consulting Firm with a highly successful track record that specializes in public sector consulting.

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

- McGrath Human Resources Group
- Evergreen Solutions, LLC
- Ray and Associates
- Matrix for Compensation Study

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve a Compensation Consulting Firm regarding a Pay Scale study.

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

**Professional Proposal Prepared for the
City of Manor, Texas**



Classification and Compensation Study

**Submitted By:
McGrath Human Resources Group**

**PO Box 865
Jamestown, TN 38556**

**PO Box 190
Wonder Lake, IL 60097**

**Dr. Victoria McGrath, CEO
victoriaphd@mcgrathconsulting.com
815.728.9111**



McGrath
HUMAN RESOURCES GROUP



March 18, 2022

Tracey Vasquez
 105 E. Eggleston Street
 Manor, TX 78653

Dear Tracey Vasquez:

Thank you for the opportunity to submit our qualifications to become your compensation business partner and perform a Compensation Study for the City of Manor, Texas.

Maintaining a competitive wage and compensation plan in today's fiscally conservative environment is extremely challenging, yet essential to attract, motivate, engage, and retain a qualified workforce. McGrath Human Resources Group understands the issues public sector entities are facing as our firm provides human resources consulting services primarily for the public sector, with emphasis on compensation. We offer a transparent, engaging, and collaborative approach to updating the compensation solution built specifically for each client, which aligns with your compensation philosophy and strategy to attract and retain competent professionals, conforms to all legal requirements, and fits within the City's fiscal reality.

Why Choose McGrath Human Resources Group?

We do not ask you to adapt to an off-the-shelf solution.

- ❖ Even in municipalities that appear to be similar, each entity has unique qualities, culture and needs.
- ❖ We work hard to understand your goals, fiscal realities, and compensation history so we can offer practical and sustainable options for a compensation solution that addresses your needs while holding to best practices maintaining validity and compliance in the system.

We specialize in and understand public employment and local municipalities.

- ❖ We specialize in public sector consulting; thus, we are in a unique position to understand and work with your stakeholders to make a sound investment that will benefit the City.
- ❖ Our consulting team is comprised of individuals with previous *city and county government* work experience, including within public safety.
- ❖ An investment in your employee's compensation plan is an investment in your community, and we recognize the investment you are making is with taxpayer dollars.



Our long history brings a unique breadth of experience.

- ❖ We have experience with the development of innovative or traditional approaches, with the knowledge of climates where those approaches usually succeed to help us tailor the best solutions for you.
- ❖ We wish to foster a partnership with our clients by pursuing a depth of understanding of your philosophy, culture, challenges, and successes so the synergy outcome provides a compensation system that makes sense philosophically and fiscally for your organization.

We are successful.

- ❖ In our 21st year in business, with over 400 clients in 40 states, we are proud that 99% of our projects have been fully adopted and implemented.
- ❖ Our success stems from sound principles and best practices throughout our work and the relationships we build through collaboration and transparency with the project.

Detailed information regarding our firm, consulting team, work plan, methodology and process, proposed work schedule, project fees, and other information is presented within this proposal. All conditions contained in the attached proposal are valid for a minimum of 90 days from March 18, 2022. I am the authorized individual to contractually bind the Firm.

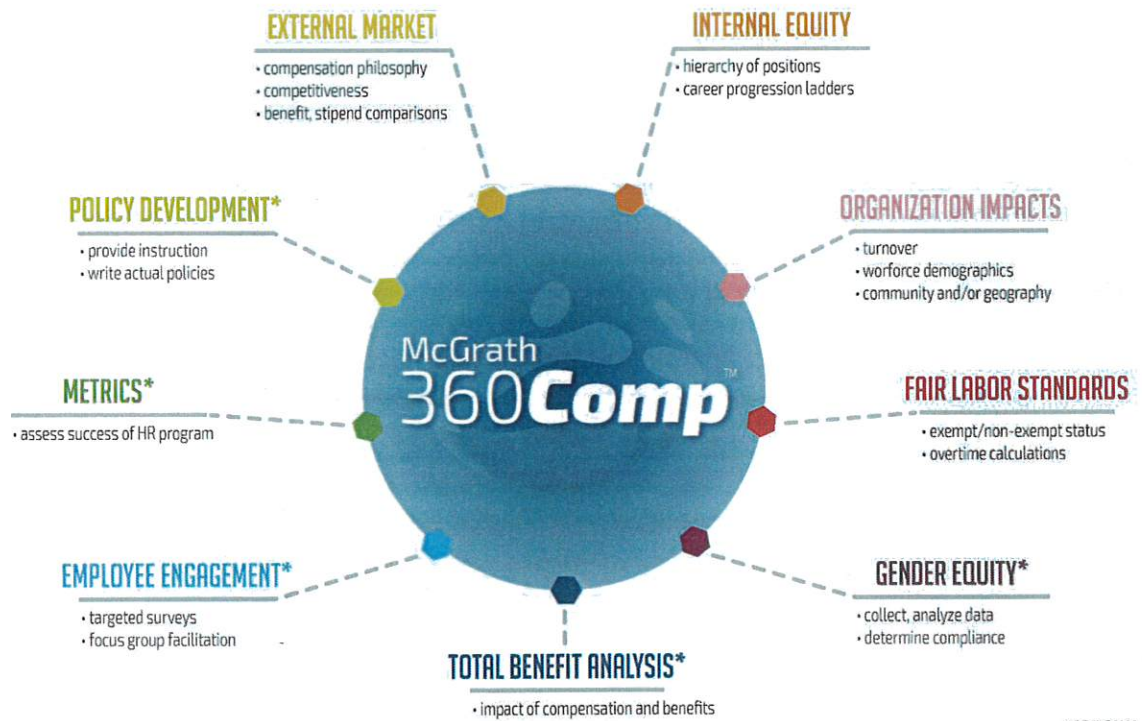
As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask. We look forward to the opportunity to work with the City of Manor and its employees on this important project.

Sincerely,



Victoria J. McGrath, Ph.D., CEO
 815.728.9111 (office)
 931.214.2262 (direct)
victoriaphd@mcgrathconsulting.com





*OPTIONAL



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Statement of Qualifications

McGrath Consulting Group, Inc. was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). The principals of the Firm have over 50 years of combined professional public sector experience, in addition to consulting.

McGrath Human Resources Group is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide. The Human Resources consulting team is comprised of experienced human resources practitioners from both the private sector and local city and county government; and have been part of this human resources consulting team between 8-21 years.

Company Name	McGrath Human Resources Group
Parent Organization	McGrath Consulting Group, Inc.
Established	May 1, 2000
Years of Service	21
Type of Firm	Private Corporation Illinois, USA
Company Mailing Address	P.O. Box 190 Wonder Lake, IL 60097 PO Box 865 Jamestown, TN 38556 <i>The Office is in the process of relocation from IL to TN</i>
Responsible Party	CEO – Dr. Victoria McGrath, Ph.D., SPHR
Email Address	victoriaphd@mcgrathconsulting.com
Phone Number	(815) 728-9111
Fax Number	(815) 331-0215
Insurance	State Farm: Auto, General Liability Travelers: Workers Compensation Accord: Professional Liability Chubb: Cyber Security Liability

We do not offer an off-the-shelf work product, but rather, we approach each client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, training, policy development, operational studies, and staffing studies.

Finally, our Human Resources team is also involved in organizational studies related to public safety. This is important because we have found that having professional expertise in public safety is beneficial in public sector compensation studies to better address the unique compensation laws, best practices, and challenges these professions add to most public-sector compensation systems, of which, the City of Manor is no exception.



References

McGrath Consulting is proud to list over 450 clients in 39 states. Below are a few compensation studies either within the region and/or are similar to your project. **Additional client names, projects and locations are viewable on our website at www.mcgrathhumanresources.com** and their contact information will be provided upon request.

Client Name	Description
City of Fulshear, TX Contact: Kristi Brashear Title: Human Resources Director Phone: 281-346-1796 Email: kbrashear@fulsheartexas.gov	Conducted comprehensive market analysis and position analysis of all positions and developed new compensation system in 2021.
City of Smithville, MO Contact: Cynthia Wagner Title: City Administrator Phone: 816-532-3897 Email: cwagner@smithvillemo.org	Conducted comprehensive market analysis and position analysis of all positions and developed new compensation system in 2021. Benefits also analyzed.
City of Alamosa, CO Contact: Jolene Webb Title: Human Resources Manager Phone: 719-587-2029 Email: jwebb@ci.alamosa.co.us	Conducted comprehensive market analysis and position analysis of all positions and developed new compensation system in 2021.
City of Excelsior Springs, MO Contact: Molly McGovern Title: City Manager Phone: 816-630-0752 Email: mmcGovern@excelsiorsprings.gov	Conducted comprehensive market analysis and position analysis of all positions and developed new compensation system in 2022. Benefits also analyzed.
City of West Bend, WI Contact: Michelle Hoey Title: HR Director Phone: 262-335-5107 Email: hoeym@ci.west-bend.wi.us	Conducted comprehensive market analysis and position analysis of all positions and developed new compensation system in 2022.
Dodge County, WI Contact: Tonia Mindemann Title: Interim Human Resources Director Phone: 920-386-3691 Email: tmindemann@co.dodge.wi.us	Comprehensive compensation schedule was developed with benefit recommendations for 250+ non-union job classifications, inclusive of a skilled nursing facility. Implementation in 2021 due to COVID delays. Project also included job description updates and performance evaluation process. Services ongoing.
City of Watertown, SD Contact: Kristen Bobzien Title: Finance Officer Phone: 605-753-3563 Email: kbobzien@watertownsd.us	Conducted comprehensive compensation analysis of all union and non-union positions within the City ~120 positions in 2019. Included the development of separate salary schedules for police, fire, AFSCME, and non-union – however, keeping internal equity and compression issues in line. Updated job descriptions in 2020. Services ongoing.



<p>City of Dodge City, KS Contact: Ernestor De La Rosa Title: Assistant City Manager Phone: 620-225-8100 Email: Ernestord@dodgecity.org</p>	<p>Completed a comprehensive compensation study for all positions, with continued support to public safety salary schedules.</p>
<p>City of Crossville, TN Contact: Leah Crockett Title: Human Resources Manager Phone: 931-456-5681 Email: leahcrockett@crossvilletn.gov</p>	<p>Comprehensive compensation schedule for all City positions was developed.</p>
<p>City of Oak Ridge, TN Contact: Mark Watson Title: City Manager Phone: 865-425-3550 Email: mwatson@oakridgetn.gov</p>	<p>Comprehensive compensation schedules for all City positions were developed, and development of job descriptions for approximately 190 positions. All Departments, including Police, Fire, and Public Works, and Electric were included.</p>
<p>Town of Greeneville, TN Contact: Patsy Fuller Title: Human Resources Director Phone: 423-639-7105 Email: Pfuller@greenevilletn.gov</p>	<p>Developed a compensation system for all employees within the Town.</p>
<p>City of Alcoa, TN Contact: Melissa Thompson Title: Human Resources Director Phone: 855-380-4753 Email: mthompson@cityofalcoa.tn.gov</p>	<p>Completed a comprehensive compensation study for all employees. Project was completed in March 2020 and partially implemented due to COVID. A market update for full implementation is occurring in 2022.</p>
<p>City of Northfield, MN Contact: Michelle Mahowald Title: Human Resources Director Phone: 507-645-3012 Email: michelle.mahowald@ci.northfield.mn.us</p>	<p>A comprehensive compensation schedule of union and non-union positions was developed into one (1) classification system, and job descriptions were updated. This schedule was updated in 2021. This Compensation system had to be compliant with the State of Minnesota's Pay Equity Act. <i>Northfield is in the Minneapolis-St. Paul metropolitan area.</i></p>
<p>Village of Lake in the Hills, IL Contact: Anita Neville Title: Human Resource Manager Phone: 847-960-7423 Email: aneville@lith.org</p>	<p>Completed a compensation study for all non-union positions and the police union. Police salary schedule was awarded as part of an arbitration hearing. Completed job descriptions for all positions. <i>Lake in the Hills is in the greater Chicago area.</i></p>
<p>Village of Mount Pleasant, WI Contact: Carol Thiel Title: Human Resources Director Phone: 262-664-7838 Email: cthiel@mtpleasant.wi.gov</p>	<p>Comprehensive compensation schedule was updated in 2019 based upon market updates and organizational restructuring resulting in significant position adjustments. Job Descriptions were also developed in 2019. <i>Mount Pleasant is part of the Milwaukee area.</i></p>



Public Sector Project History

McGrath primarily works with public-sector organizations including counties, cities, villages, townships, districts, and even State agencies. The following is a *portion* of our prior government project experience:

Adams County, WI	City of Topeka, KS
Barron County, WI	City of Watertown, SD
Bluffton Township Fire District, SC	City of Webster Groves, MO
Burnett County, WI	City of West Bend, WI
City of Alcoa, TN	City of White Bear Lake, WI
City of Arlington, WA	City of Woodstock, IL
City of Aspen, CO	Clearfield City, UT
City of Beloit, WI	Codington County, SD
City of Burlington, WA	County of Delaware, PA
City of Carthage, MO	Cowley County, KS
City of Chanhassen, MN	Cy Fair Volunteer Fire Department, TX
City of Clayton, MO	Daniel Boone Regional Library, MO
City of Columbus, KS	Davison County, SD
City of Crossville, TN	Dodge County, WI
City of Denison, TX	Douglas County, WI
City of Dodge City, KS	Eau Claire County, WI
City of Durango, CO	Everett Roehl Marshfield Public Library, WI
City of Durant, OK	Geary County, KS
City of Duvall, WA	Kansas Sentencing Commission, KS
City of Eau Claire Library, WI	Kent County, MI
City of Eau Claire, WI	Manhattan Library, KS
City of Excelsior Springs, MO	Marion County, KS
City of Fayetteville, NC	Monroe County, WI
City of Flint, MI	Montgomery County, OH
City of Fulshear, TX	Montgomery County, TN
City of Gallatin, TN	New Kent County, VA
City of Garden City, KS	Older People's Commission, MI
City of Goodland, KS	Portage County, WI
City of Hamilton, OH	Pueblo City-County Library District, CO
City of Huber Heights, OH	Reno County, KS
City of Kechi, KS	Riley County Police Department, KS
City of Kirkwood, MO	Riley County, KS
City of La Crosse, WI	Rochester Avon Recreation Authority, MI
City of La Pine, OR	Rock County, WI
City of Lake Geneva, WI	Saginaw Township, MI
City of Lawrence, KS	Sedgwick County, KS
City of Marshfield, WI	Somerset School District, WI



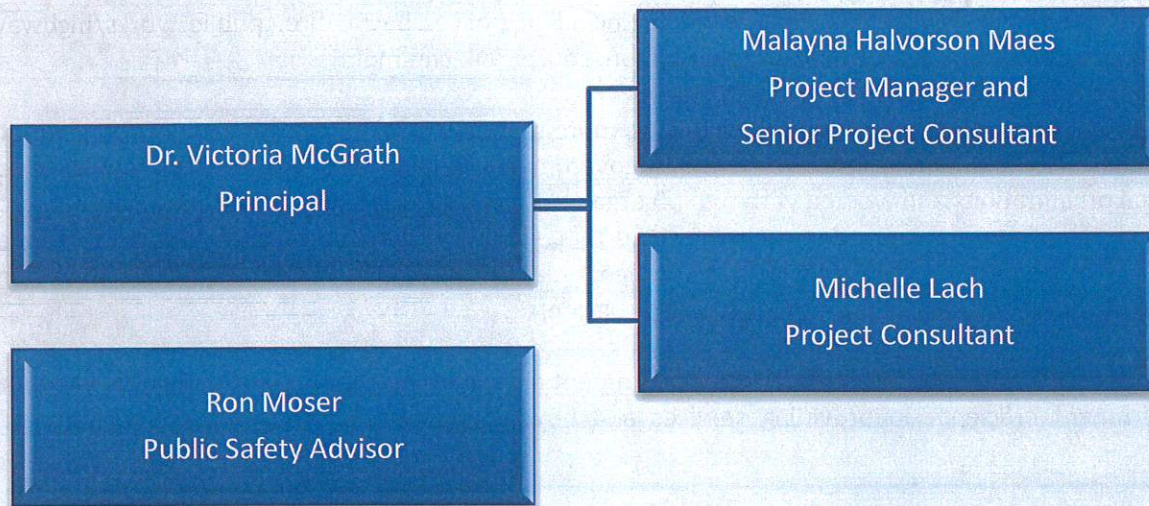
City of Marysville, WA	South Snohomish County Fire & Rescue Authority, WA
City of McPherson, KS	St. Croix County, WI
City of Northfield, MN	Sumner County, TN
City of Oak Harbor, WA	Town of Greeneville, TN
City of Oak Ridge, TN	Town of Holly Springs, NC
City of Park Ridge, IL	Utah County, UT
City of Platte, MO	Vernon County, WI
City of Pleasant Valley, MO	Village of Cary, IL
City of Rochester Hills, MI	Village of Glen Ellyn, IL
City of Salina, KS	Village of Lake in the Hills, IL
City of Sherwood, OR	Village of Mount Pleasant, WI
City of Smithville, MO	Village of North Aurora, IL
City of St. Charles, MO	Village of Oak Park, IL
City of Stayton, OR	Village of Parkridge, IL
City of Tooele, UT	Wisconsin Employee Trust Funds, WI



Project Team and Team Organization

All consultants are McGrath consultants, and there is no subcontracting.

The Consultants were selected for this project based upon their areas of expertise, specialties, and related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team for the City of Manor and an overview of their project responsibilities are provided.



Principal: A principal of the company is actively involved in every project and is accountable for the project. This position will have authority over the contract and to bind the Firm.

Project Manager: This role has project oversight, will coordinate all work with the consulting team, will have direct routine communication with the City’s project designee, and will be hands on in all aspects of the project’s activities and service as a project consultant.

Project Consultant: This role works on various project activities, which will include communication documents/tools, interviews, position questionnaire analysis, job description review, classification system development, market data collection and analysis, pay plan review, compensation system development, costing, and drafting reports.

Advisor: This role has specific subject matter expertise that may be called upon for additional consultation for the consulting team for public safety positions.



Victoria McGrath, Ph.D., SPHR
Chief Executive Officer and Project Principal

Dr. Victoria McGrath has an extensive background in the field of human resources, predominately in the public sector; but she also has a number of years in the private sector having worked in health care, banking, and education. She brings over 19 years of practitioner experience in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI, which had over 500 employees, including five (5) labor unions; the Elmbrook School District, WI – the 2nd largest school district in Wisconsin, also with 5 labor unions; and Citicorp Banks. She has dealt with labor/employee relations; policy, procedure and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath's local government experience touched all local services including police/sheriff, fire, public works/highway, engineering, library, health department, administration, courts, jail, and more.

Dr. McGrath has provided management assistance to more than 200 local government clients on a variety of management issues. In addition to working with government, she has been a speaker for a number of professional organizations and worked with two (2) organizations in developing courses in human resource management to current and upcoming supervisors. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master's in Public Policy Administration Program).

Dr. McGrath's doctoral dissertation dealt with Government as a Learning Organization. Her research dealt with government efficiency in providing services and how governmental services can become more effective.

YEARS WITH FIRM: 21

EDUCATION

- ◆ Ph.D. – Municipal Government as a Learning Organization, University of Wisconsin – Milwaukee, WI
- ◆ Master of Science – Management, Cardinal Stritch College, WI
- ◆ Bachelor of Science – Industrial Relations & Finance, University of Wisconsin – Milwaukee, WI

PROFESSIONAL AFFILIATIONS

- ◆ Society for Human Resources Management
- ◆ Illinois Public Employer Labor Relations Association
- ◆ National Public Employer Labor Relations Association
- ◆ International City/County Manager Association

SAMPLE PROJECT EXPERIENCE

Barron County, WI

Bluffton Township Fire District, SC

Burnett County, WI

CAS, Medicare Ambulance, OH

Dodge County, WI

Douglas County, WI

Eau Claire County, WI

Everett Roehl Marshfield Public Library, WI



Centre Region of Government, PA
 Centre Region Solid Waste Authority, PA
 Chippewa County, WI
 City of Alamosa, CO
 City of Alcoa, TN
 City of Arlington, WA
 City of Ashland, WI
 City of Aspen, CO
 City of Beloit, WI
 City of Bloomington, MN
 City of Burlington, WA
 City of Carthage, MO
 City of Clayton, MO
 City of Clearfield City, UT
 City of Countryside, IL
 City of Des Peres, MO
 City of Dodge City, KS
 City of Durango, CO
 City of Eau Claire, WI
 City of Edwardsville, KS
 City of Fayetteville, NC
 City of Lake Geneva, TN
 City of Hamilton, OH
 City of Huntington, WV
 City of Huntsville, TX
 City of Kechi, KS
 City of Kirkwood, MO
 City of Lawrence, KS
 City of Manhattan, KS
 City of Mexico, MO
 City of New Berlin, WI
 City of Northfield, MN
 City of O'Fallon, IL
 City of Oak Harbor, WA
 City of Oak Ridge, TN
 City of Paducah, KY
 City of Park Ridge, IL
 City of Platte, MP
 City of Rochester Hills, MI
 City of Salina, KS

Ferguson Township, PA
 Fox River Water Reclamation District, IL
 Franklin School District, WI
 Geary County, KS
 Greene County EMS, TN
 Harris Township, PA
 Kansas Sentencing Commission, KS
 Kent County, MI
 Maine Township, IL
 Manhattan Library, KS
 Marion County, KS
 Older People's Commission (OPC), MI
 Patton Township, PA
 Riley County Police Department, KS
 Riley County, KS
 Rochester Avon Recreation Authority, MI
 Somerset School District, WI
 South Lyons Township Sanitary District, IL
 South Snohomish County F&R Authority, WA
 Spring Benner Walker Joint Authority, PA
 St Croix County, WI
 St Croix Indians, WI
 Sumner County, TN
 Town of Avon, IN
 Town of Berwyn Heights, MD
 Town of Greeneville, TN
 Town of Riverdale Park, MD
 Town of Syracuse, IN
 Unified City of Yorkville, IL
 Utah County, UT
 Vernon County, WI
 Village of Bedford Park, IL
 Village of Cary, IL
 Village of Glen Ellyn, IL
 Village of Lake in the Hills, IL
 Village of Mount Pleasant, WI
 Village of North Aurora, IL
 Village of Oak Park, IL
 Village of Parkridge, IL
 Village of Riverside, IL



Malayna Halvorson Maes
Project Manager and Senior Consultant

Malayna Halvorson Maes has served as a human resource professional in both the private and public sectors for over 20 years. She worked previously in health care human resources, then as the Human Resources Director and senior advisor for a large county in northwestern Wisconsin. Thus, she has direct experience with the many challenges facing municipal employers.

During her time in county government, Ms. Maes advised the organization through the significant changes at the State level (referred to as Act-10) that resulted in a reduction from five (5) collective bargaining units to one (1) unit, due to reduced legal authority of organized labor in the public sector. As a change agent, she facilitated the development of significant policy changes for the organization. This included conducting a complete evaluation of the compensation system for the county which included a rewrite of all job descriptions, and the implementation of a pay for performance evaluation system. This system was created through the work of a combined employee – manager committee and included the implementation of a performance management software system to streamline the 360-evaluation process. She brings a practical understanding to the development and implementation of complex compensation systems.

As a former Wisconsin Human Resources Director, she is knowledgeable of all facets of local government, including police, public works, engineering, health services, and more. She has been active in a number of professional organizations including SHRM, Chippewa Valley Society of Human Resource Management; WIPFLI Senior HR Forum; Wisconsin Association of County Personnel Directors, and the National Public Employer Labor Relations Association. In addition, she served on the WACPD training Committee, Chair of the Legislative Affairs Committee, a Board of Director member as well as a member of the Services Committee for WPELRA; thus, she takes an active role in defining the profession.

YEARS WITH FIRM: 8

EDUCATION

- ◆ Bachelor of Arts– Psychology, Luther College, Decorah, IA

PROFESSIONAL AFFILIATIONS

- ◆ Society for Human Resources Management
- ◆ National Public Employer Labor Relations Association
- ◆ World at Work, Total Rewards Association

CERTIFICATION

- ◆ Certified Compensation Professional (in process)

SAMPLE PROJECT EXPERIENCE

Barron County, WI

Burnett County, WI

Chippewa County, WI

City of Alamosa, CO

City of Alcoa, TN

City of Park Ridge, IL

City of Rochester Hills, MI

City of Sherwood, OR

City of Stayton, OR

City of Watertown, SD



<i>City of Arlington, WA</i>	<i>City of Woodstock, IL</i>
<i>City of Ashland, WI</i>	<i>Codington County, SD</i>
<i>City of Bloomington, MN</i>	<i>County of Delaware, PA</i>
<i>City of Burlington, WA</i>	<i>Cypress Creek EMS, TX</i>
<i>City of Clayton, MO</i>	<i>Dodge County, WI</i>
<i>City of Crossville, TN</i>	<i>Douglas County, WI</i>
<i>City of Denison, TX</i>	<i>Eau Claire County, WI</i>
<i>City of Dodge City, KS</i>	<i>Everett Roehl Marshfield Public Library, WI</i>
<i>City of Durango, CO</i>	<i>Kent County, MI</i>
<i>City of Durant, OK</i>	<i>Marion County, KS</i>
<i>City of Eau Claire Library, WI</i>	<i>Older People's Commission (OPC), MI</i>
<i>City of Eau Claire, WI</i>	<i>Portage County, WI</i>
<i>City of Edwardsville, KS</i>	<i>Pueblo City-County Library District, CO</i>
<i>City of Fayetteville, NC</i>	<i>Riley County Police Department, KS</i>
<i>City of Fulshear, TX</i>	<i>Riley County, KS</i>
<i>City of Lake Geneva, TN</i>	<i>Rochester Avon Recreation Authority, MI</i>
<i>City of Garden City, KS</i>	<i>Somerset School District, WI</i>
<i>City of Hamilton, OH</i>	<i>St Croix County, WI</i>
<i>City of Huber Heights, OH</i>	<i>St Croix Indians, WI</i>
<i>City of Kirkwood, MO</i>	<i>Town of Berwyn Heights, MD</i>
<i>City of La Pine, OR</i>	<i>Town of Greeneville, TN</i>
<i>City of Lawrence, KS</i>	<i>Vernon County, WI</i>
<i>City of Marshfield, WI</i>	<i>Village of Glen Ellyn, IL</i>
<i>City of Marysville, WA</i>	<i>Village of Lake in the Hills, IL</i>
<i>City of McPherson, KS</i>	<i>Village of Mount Pleasant, WI</i>
<i>City of Northfield, MN</i>	<i>Village of Parkridge, IL</i>
<i>City of Oak Harbor, WA</i>	<i>Winnebago County, WI</i>
<i>City of Oak Ridge, TN</i>	<i>Wisconsin Employee Trust Funds, WI</i>



Michelle Lach**Project Consultant - Data**

Ms. Lach provides critical research and analytical skills to our compensation and benefits studies. Ms. Lach had nine (9) years of professional human resources experience prior to her time with the Firm. Her experience with the Firm includes the development of employee handbooks and job descriptions, but now works exclusively with compensation and benefit survey designs and execution, and market research. These critical responsibilities include obtaining, compiling, and analyzing complex data and other information for projects, and supporting the project manager as needed. She has been with the Firm for 15 years.

YEARS WITH FIRM: 15**EDUCATION**

- ♦ Bachelor of Arts– Communication and Organizational Development
Bowling Green State University, KY

SAMPLE PROJECT EXPERIENCE

<i>Barron County, WI</i>	<i>City of St Charles, MO</i>
<i>Bluffton Township Fire District, SC</i>	<i>City of Stayton, OR</i>
<i>Burnett County, WI</i>	<i>City of Watertown, SD</i>
<i>Chippewa County, WI</i>	<i>City of Woodstock, IL</i>
<i>City of Alamosa, CO</i>	<i>Codington County, SD</i>
<i>City of Alcoa, TN</i>	<i>Coffey County, KS</i>
<i>City of Arlington, WA</i>	<i>Cypress Creek EMS, TX</i>
<i>City of Ashland, WI</i>	<i>Dodge County, WI</i>
<i>City of Aspen, CO</i>	<i>Douglas County, WI</i>
<i>City of Bloomington, MN</i>	<i>Eau Claire County, WI</i>
<i>City of Burlington, WA</i>	<i>Everett Roehl Marshfield Public Library, WI</i>
<i>City of Carthage, MO</i>	<i>Geary County, KS</i>
<i>City of Clayton, MO</i>	<i>Greene County EMS, TN</i>
<i>City of Clearfield City, UT</i>	<i>Kent County, MI</i>
<i>City of Crossville, TN</i>	<i>Maine Township, IL</i>
<i>City of Denison, TX</i>	<i>Manhattan Library, KS</i>
<i>City of Des Peres, MO</i>	<i>Marion County, KS</i>
<i>City of Dodge City, KS</i>	<i>Older People's Commission (OPC), MI</i>
<i>City of Durango, CO</i>	<i>Patton Township, PA</i>
<i>City of Durant, OK</i>	<i>Pitkin County, CO</i>
<i>City of Eau Claire Library, WI</i>	<i>Portage County, WI</i>
<i>City of Eau Claire, WI</i>	<i>Pueblo City-County Library District, CO</i>
<i>City of Edwardsville, KS</i>	<i>Riley County Police Department, KS</i>
<i>City of Fayetteville, NC</i>	<i>Riley County, KS</i>
<i>City of Fulshear, TX</i>	<i>Rochester Avon Recreation Authority, MI</i>
<i>City of Gallatin, TN</i>	<i>Somerset School District, WI</i>
<i>City of Garden City, KS</i>	<i>St Croix County, WI</i>



City of Hamilton, OH
 City of Huber Heights, OH
 City of Huntington, WV
 City of Kechi, KS
 City of Kirkwood, MO
 City of La Pine, OR
 City of Lawrence, KS
 City of Manhattan, KS
 City of Marshfield, WI
 City of Marysville, WA
 City of McPherson, KS
 City of Northfield, MN
 City of O'Fallon, IL
 City of Oak Harbor, WA
 City of Oak Ridge, TN
 City of Paducah, KY
 City of Park Ridge, IL
 City of Platte, MP
 City of Rochester Hills, MI
 City of Salina, KS
 City of Sheridan, WY
 City of Sherwood, OR

St Croix Indians, WI
 Sumner County, TN
 Town of Avon, IN
 Town of Greeneville, TN
 Utah County, UT
 Vernon County, WI
 Village of Bedford Park, IL
 Village of Cary, IL
 Village of Lake in the Hills, IL
 Village of Mount Pleasant, WI
 Village of North Aurora, IL
 Village of Oak Park, IL
 Village of Parkridge, IL
 Village of Riverside, IL
 Village of South Elgin, IL
 Village of Theresa, WI
 Village of Vernon Hills, IL
 Village of West Milwaukee, WI
 Village of Wilmette, IL
 Village of Winfield, IL
 Winnebago County, WI
 Wisconsin Employee Trust Funds, WI

PUBLIC SAFETY ADVISOR

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed.

- Ron Moser has over 30 years of experience in law enforcement serving six municipalities in three states. Serving as Chief for departments within a metropolitan area. Mr. Moser also served as Director of Emergency Management and Village Manager for Hanover Park, Illinois, a municipality of Cook County. He currently heads the law enforcement division performing operational studies throughout the United States. Mr. Moser has two master's degrees in Criminal Justice and Corrections and Law Enforcement Administration.

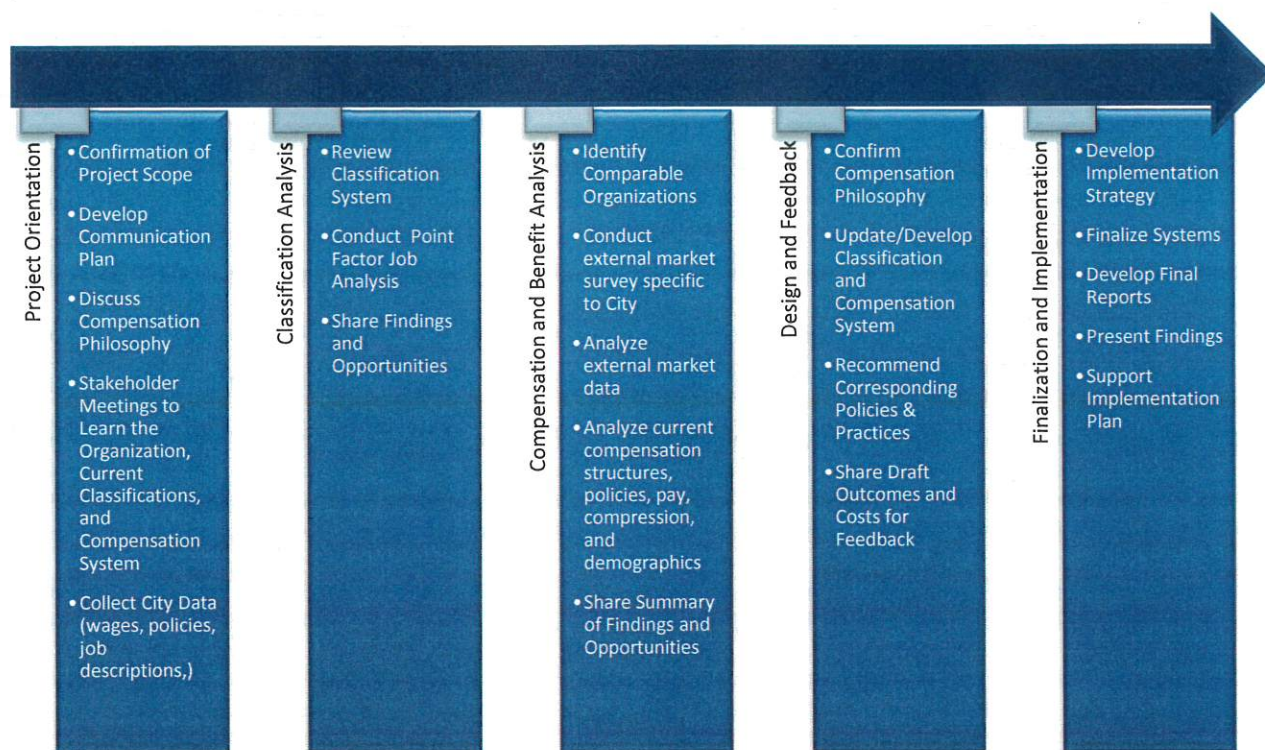
Proposed Approach

In any governmental organization, salaries and benefits are typically the largest budget item. An investment in your employee's compensation plan is an investment in your community, and we recognize the investment you are making is with tax dollars. We also understand a competitive compensation system is an important element for the City's ability to hire, cultivate, and retain employees who provide service and value to all City stakeholders, regardless of the organization's size.



Similarly, internal equity, proper classification, career opportunities and addressing compression issues serves to enhance the employee’s feeling of value and willingness to actively engage in their work for the organization. Therefore, it is important for the City to have a system that promotes the active engagement of employees, is non-discriminatory, is legally defensible, is efficient to manage, and can accommodate organizational growth and change. Thus, we tailor our services to meet the needs and unique structure and culture of the City.

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. After conducting a needs assessment with the City, defining the City’s compensation philosophy with City leaders, and analyzing the current Compensation and Classification System in place, our Firm utilizes Best Practices throughout the process. This includes data collection of salary and benefit data and job content data from multiple City sources and its mutually identified comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City. A visual summary of the project plan is provided. A detailed methodology and work plan follows.



Methodology and Work Plan

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables. **The proposed steps can be discussed and adjusted to meet the projects needs for the City.**



1. Project Orientation

- ❖ Communicate with the City's project designee to:
 - Provide a list of documents and data needed to begin the project.
 - Discuss project expectations and milestones.
 - Begin developing a communication plan.
 - Schedule initial meetings.

We tailor each project to meet the needs, unique structure, and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the project is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with City leaders and all Department Directors/Managers to:

- ❖ Explore your organization's current compensation and benefit system, compensation philosophy and strategy.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

We believe in having direct conversations with management and administration to identify challenges and concerns with the current system and future needs so we may develop comprehensive recommendations that best address those needs.

Other Introductory communications may also be recommended:

- ❖ Conduct introductory meetings with elected officials to discuss elements of compensation philosophy and expectations.
- ❖ Introductory employee communications and/or meetings to explain the process of a compensation study, introduce the consulting team, expected assistance, describe the general outcome of the Study, and other related topics as desired by the City. This can be done in-person or virtually.

Communication with elected officials and/or employees during the project allows engagement and offers factual information.

3. Compensation Philosophy

From first site visit, the consulting team will identify:

- ❖ The strengths of the current compensation and benefits.
- ❖ Areas that need to be addressed or are concerns to the current programs.
- ❖ Current compensation program success and challenges.
 - ❖ Other characteristics about the City which may impact compensation.

Identifying and establishing a compensation philosophy allows for the development of strategic recommendations.



An analysis of this data as well as external data collection will be the basis of developing a compensation philosophy that will guide the design and complexity of the City's compensation program. A consistent philosophy will provide a strong foundation for the City. Without a philosophy, leaders often find themselves unsure what to offer as a total compensation package.

4. Classification Analysis (Job Analysis)

A **job analysis** objectively evaluates the duties, responsibilities, tasks, and authority level of each City position and identifies the hierarchy and career progression opportunities.

Job analysis is critical not only for internal equity, but also the establishment of a standardized process to establish pay equity between positions.

The classification analysis is recommended to include completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors. The **McGrath 360Comp™** PQ has been developed *specifically for use in public sector* organizations. This Questionnaire is recommended to be completed on all job titles for purposes of:

- ❖ Expounding upon information provided in job descriptions.
- ❖ Evaluating position responsibilities regarding necessary competencies, experience, education, finances, judgement, decision-making and other expectations which provide value to the City.
- ❖ Clarifying instances where statements in the existing job descriptions are vague or absent.
- ❖ Updating and aligning classification changes.
- ❖ Identifying career progression opportunities.
- ❖ Establishing job categories/job families.

The **McGrath 360Comp™** point factor process used to complete the job analysis goes beyond the typical "Knowledge, Skills and Abilities" (KSA's) and explores factors that are unique to public sector positions including the following aspects of a job:

- ❖ Records, Reports and Programs
- ❖ Impact of Decisions and Consequents of Errors
- ❖ Contact with Others (both inside and outside the organization)
- ❖ Equipment, Machines and Tools
- ❖ Budget, Financial, and Cash Handling
- ❖ Education, Experience, Licensure/Certifications
- ❖ Complexity and Judgment
- ❖ Confidential Data
- ❖ Stress (degree of mental or emotional fatigue or stress inherent to the job)
- ❖ Technology
- ❖ Leadership and Supervisory Responsibilities
- ❖ Work Environment and Physical Requirements

Supervisory Review. Each incumbent's supervisor or Department Head will be given time to review the completed PQ for content and accuracy, and to comment in a designated area of the document. They will sign off on their review prior to submission to the Consultants. If needed, the consulting team may speak with Department Heads, Supervisors, and Human Resources for additional position clarification.

From this process, the current classification system will be updated, as needed.

The point factor system for job analysis is teachable, so our clients can continue to use this methodology on their own should they choose. Compensation systems are more likely to be kept up-to-date and relevant which extends the lifecycle of a plan with this tool.



5. Compensation Analysis

A Compensation analysis determines the organization’s relative position in the comparable labor market. This analysis allows City leaders to understand the organization’s compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

A market survey is developed specific to the City’s positions. We believe that collecting fresh market data establishes a more accurate look of the current market. We do not utilize third-party market surveys unless requested or discussed with the client in advance.

- ❖ The City and consulting team will mutually **identify Comparable Organizations** as the labor market. The goal is to establish a comprehensive list of public/private organizations that are similar in scope and/or in job responsibilities with whom the organization is competing to attract and retain employees. The City will have input into the list and must approve the list of comparables prior to starting the external market survey.
- ❖ McGrath consultants will prepare and conduct a tailored compensation and special pay survey specific to the City’s positions to **collect external market data**. The following is a sample section of a market survey that has been modified in format to fit the proposal.

Job Title	Dept.	Description	# of Emp. in Job Title	Minimum Salary	Midpoint Salary	Max. Salary	Avg Salary of Incumbents	Your position title if different	Questions or to leave a Comment
Assistant City Manager	Administration	Second in con							
City Manager	Administration	Chief Adminis							
City Secretary/City Clerk	Administration	Maintains off							
Assistant City Secretary/Assistant City Clerk	Administration	Assists the Ci							
Receptionist	Administration	Entry level cu							
Executive Assistant to the City Manager	Administration	Confidential S							
City Attorney	Administration	Servces as Cit							
PIO/Communications Specialist	Administration	Chief commun							

- ❖ The consultants will **analyze salary data**. The market survey collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City’s alignment against the market. The following shows a slightly modified data format to fit the proposal.

Position Title	Minimum	Midpoint	Maximum	Mkt Ave Min	Comp Ratio	Mkt Ave Mid	Comp Ratio	Mkt Ave Max	Comp Ratio	Ave Inc.	Mkt Ave Inc	Comp Ratio
	\$18.43	\$20.73	\$23.02									
Clerical Assistant	\$38,331.90	\$43,112.58	\$47,871.62	\$36,066.55	56%	\$44,260.22	47%	\$52,990.22	40%	\$43,025.01	\$45,853.37	44%
Maintenance Worker	\$38,331.90	\$43,112.58	\$47,871.62	\$31,511.15	72%	\$38,557.94	62%	\$46,875.15	52%	\$40,477.80	\$37,603.44	58%
CSR	\$38,331.90	\$43,112.58	\$47,871.62	\$31,625.67	71%	\$36,679.04	68%	\$42,570.67	62%	\$42,744.83	\$34,191.95	75%
Permit Clerk	\$38,331.90	\$43,112.58	\$47,871.62	\$32,228.81	69%	\$38,644.11	62%	\$46,919.72	52%	\$38,604.47	\$36,454.16	56%
Utility Maintenance Tech I	\$38,331.90	\$43,112.58	\$47,871.62	\$32,873.86	67%	\$41,015.96	55%	\$48,420.96	49%	\$39,471.91	\$38,346.94	53%
Utility Services Representative	\$38,331.90	\$43,112.58	\$47,871.62	\$31,350.60	72%	\$36,528.84	68%	\$45,461.41	55%	\$39,089.02	\$36,671.91	57%
	\$20.27	\$22.79	\$25.31									
Code Inspector	\$42,160.77	\$47,395.71	\$52,652.29	\$39,211.06	58%	\$47,405.38	50%	\$58,851.09	39%	\$48,899.14	\$47,040.73	54%
Deputy Court Clerk	\$42,160.77	\$47,395.71	\$52,652.29	\$31,883.28	82%	\$38,457.92	73%	\$47,471.98	61%	\$44,994.56	\$37,490.48	70%
Utility Maintenance Tech II	\$42,160.77	\$47,395.71	\$52,652.29	\$36,330.45	66%	\$43,968.02	58%	\$52,047.19	51%	\$42,182.40	\$41,189.62	52%



- ❖ The consultants will examine the status of your current compensation systems including **structural analysis, special pay analysis, compression analysis, and incumbent pay analysis** to give guidance to the consultants for compensation and implementation recommendations and will also provide information to the City regarding overtime, promotional and retention opportunities, internal equity, and how multiple pay plans are working together.
- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the City.
- ❖ The consultants will gather and analyze external and internal demographic data and workforce metrics to define:
 - Employee's tenure within the organization as well as tenure in current position.
 - Turnover rate for the organization.
 - Local geographic and economic factors impacting the attraction and retention of employees.

Understanding your employee demographics and external challenges allows for the development of strategic recommendations.

The outcome of this portion of the project is very important because it identifies current trends and future predictors. This information guides the consulting team in developing strategy options and recommendations for the City's current and future needs.

6. Benefits Analysis (Optional Service)

When data is received through the benefits survey to the identified labor market, the Consultants will analyze the findings and identify any trends and/or areas of concern regarding the City's benefits package as compared with the Market. This will also help identify the correct wage and benefit mix needed to maintain competitiveness within the market. The analysis includes the option of:

Wages alone do not make up total compensation. A review of benefits in conjunction with wages allows the organization to see the total compensation picture.

- ❖ General **Benefits Analysis** identifies the City's general position in the market for the offering of insurance, retirement, paid leave, holiday, and other benefits as requested by the City.
- ❖ A **Total Compensation Analysis** calculates the monetary value on the major benefits along with salary.

7. McGrath 360Comp™ Integration

Upon completion of the compensation analysis and job analysis, etc. the consultants will engage the City Leaders to:

- ❖ Confirm the recommended compensation philosophy.
- ❖ Discuss the data obtained and share the findings and trends found in the analysis as it compares to the current Compensation System.
- ❖ Discuss the future compensation systems and the structure/model(s) that will best align with the City's compensation strategy.
 - ❖ Discuss the tie between the compensation system, performance, and tenure.

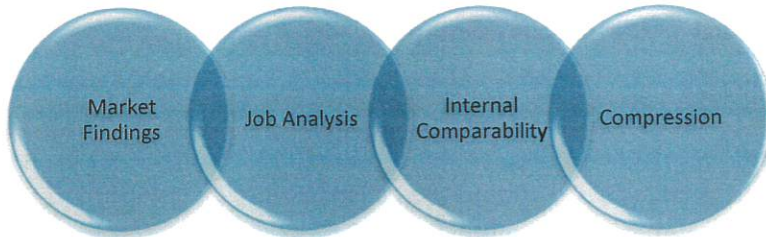
Visualizing and understanding the full picture between the job analysis, compensation analysis, and market findings, allows the City and consulting team to have a meaningful dialogue to confirm the desired place in the market and desired compensation system model and related solutions.



8. System Update/Development and Review

The Classification and Compensation System will be updated or redeveloped with the following information:

Allowing City leaders and department directors the opportunity to review our recommendations in advance of finalization provides an opportunity for dialogue and sound quality control.



The consultants will develop a **detailed fiscal impact** of the Compensation Systems and will present implementation strategy options that fit the fiscal needs, culture, and compensation strategy of the City. While some entities can fully implement the compensation system immediately, some clients have utilized a phased approach. We will work with the City to assure that any phased approach fits with best practices and your fiscal realities.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Classification and Compensation System**. This visit will include meetings with the City's project designee and each Department Director to review placements within the Classification and Compensation System to identify any concerns prior to finalization. This provides an opportunity to discuss any changes in placement in the current system and/or ensure proper placement.

9. Finalization

A **Compensation Policy/Procedure Manual** will be developed for Administration. This report details:

The City will receive the Compensation and Classification documents and cost estimates in editable format for the City to maintain/integrate.

- a. Study methodology and findings.
- b. Recommended compensation structure modifications.
- c. Recommended position title, classification specification or career progression changes.
- d. Fiscal impact and implementation strategies.
- e. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward, to include range adjustments, range progression, hire rates, transfer, promotion, demotion, reclassifications, over the range, specialty pay, incentives, etc.

An **Executive Summary Report** for governing body and public distribution will also be provided as appropriate.

These reports will first be provided to City Administration in draft form to allow for feedback before the reports are placed into final form and provided electronically.



10. Presentation and Communication

The Study includes a ***presentation to the City Council***.

The consulting team will also be available to introduce the recommendations to employee groups to the depth, and in the manner, you prefer and offer suggestions and recommendations. We prepare correspondence and notices tailored to our client, whether for written, verbal or electronic presentation.

We stand behind our methodology and process, and recommendations. We are available to present findings to the City.

11. Ongoing Support and Training

McGrath Human Resources Consultants will continue to work with your organization to ***support implementation*** of the compensation system at no additional cost.

We will continue to assist the City through implementation and beyond.

The City may also consider its future needs as follows:

- ❖ McGrath Human Resources believes in providing our clients with the tools to be able to manage their Compensation System independently, if the client desires. In addition to policy recommendations to manage and maintain the Compensation System, we offer to teach the Human Resources staff the point factor/position analysis process and management of the compensation system.
- ❖ Alternatively, some clients prefer that McGrath Human Resources set current and future pay grade placements, position changes, and job description development rather than completing that in-house. This can be done for a nominal fee depending upon the time involved in the placement.



Work Schedule

Since we work closely with our clients, open communication and collaboration between the consulting team and project designee is critical for the project to be most successful. Because of that, we will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our designated project manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

Proposed Timeline

The timeliness of the market data collection is heavily dependent upon the workload and staffing of the comparable organizations we are asking to participate, so additional time is built into the schedule for better survey participation/timely responses to capture current data.

We recommend the following schedule:

Activity	Month 1				Month 2				Month 3				Month 4				Month 5			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1 - Project orientation/planning	█	█	█	█																
Task 2 and 3- Project Kickoff meetings with identified stakeholders for information meetings			█	█																
Task 4 –Position Questionnaire distribution/ collection and Job Analysis			█	█	█	█	█	█												
Task 5 and 6- Market Data collection and analysis; and internal analysis			█	█	█	█	█	█	█	█	█	█								
Task 7 - Review Findings with City											█	█								
Task 8 – Develop/Update Compensation and Classification Systems													█	█	█	█				
Task 8 - Review Recommendations and Cost with City																	█	█	█	█
Task 9 -Finalize changes. Provide Draft Reports for City review. Finalize Reports.																			█	█
Task 10 - Presentations																				█

COVID-19 Modifications to Our Site Visit Plans

We understand the concern and uncertainty, as well as resource re-allocation challenges you may be experiencing around COVID-19, and we are committed to being responsive and flexible to meet our customers' needs. We can accommodate onsite or remote site visits, with fluid scheduling as conditions change.



Project Cost

By submission of the proposal, McGrath Human Resources Group shows its intention to accept and contract with the City of Manor, Texas. McGrath Human Resources sets project fees based on the total project. McGrath Human Resources sets project fees based on the total project. Therefore, the fees listed below include all consulting professional fees, administrative costs, and excludes travel.

Classification and Compensation Study	\$34,795
Benefits Study (Optional Service Add-on)	\$ 4,955

Travel*

Typically, travel is included in the total cost; however, since in-person site visits may not be feasible or desired due to COVID, travel expenses will be billed separately – and only if incurred. This would be limited to airfare, mileage/car rental, hotel and dinner for a maximum of one (1) consultant. We prefer not to charge you for expenses that may not occur. At the time of the contract, we can establish a not-to-exceed amount for travel once we have identified the number of anticipated on-site visits, if desired by the City.

Terms of Payment

Payment for the Project will be made in three (3) installments:

- \$ 5,000 upon completion of the signed contract;
- \$29,750 upon submission of the draft report; and
- \$ 5,000 and travel upon submission of the final report.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from March 18, 2022. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Optional Services

In most compensation studies, there are areas that must be addressed that are not planned for. In the 21 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is so beyond the scope of the original project, the Consultant will work with the City to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the City has been approved.



Additional Firm Services

McGrath Human Resources Group offers a wide spectrum of services to our public-sector clients including:

- Compensation and Benefit Analysis
- Compensation System Design and Implementation
- Employee Handbooks
- Policies and Procedures
- Executive Recruitment
- Assessment Center Testing
- Job Descriptions
- Human Resources Audits
- General Recruitment
- Performance Evaluations
- Management/Labor Relations
- Personnel Records
- Training
- Compliance

A full listing is available on our website: www.mcgrathhumanresources.com. Discussions regarding these options can be made at any time, and pricing and timeframes negotiated.





Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308
850.383.0111 - fax 850.383.1511

March 31, 2022

Ms. Tracey DuBois-Vasquez
Human Resources Manager
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

SUBMITTED VIA EMAIL: tvasquez@cityofmanor.org

Dear Ms. DuBois-Vasquez:

We appreciate the opportunity to submit a letter proposal to conduct a Compensation Study for the City of Manor. I have prepared a work plan outlining the tasks, activities, and milestones necessary to accomplish this study as well as a proposed timeline and cost. Evergreen understands the City has approximately 80 employees.

Detailed Work Plan

Task 1.0 Project Initiation

TASK GOALS

- Finalize the project plan with the City.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Discuss with the City's Project Manager (CPM) and any other key staff the following objectives:
- review our proposed methodology, approach, and project work plan to identify any necessary revisions;
 - reach agreement on a schedule for the project including all assignments and project milestones/deliverables;
 - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.

- 1.3 Obtain relevant materials from the City, including:
- any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions; and
 - current position and classification descriptions, and salary schedule(s).
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

KEY PROJECT MILESTONES

- Comprehensive project management plan
- Comprehensive database of City staff

TASK GOAL

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

TASK ACTIVITIES

- 2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Discuss the strengths and weaknesses of the current pay plan(s) for the City.
- 2.3 Discuss any pay compression issues that may exist and possible solutions.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system for the City as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 2.0 Evaluate the Current System



**Task 3.0
Identify Approved
List of Benchmarks
and Survey Targets**

TASK GOALS

- Identify positions to benchmark for the market salary survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary assessment.

TASK ACTIVITIES

- 3.1 Identify and review with the CPM the classifications that will be used as benchmarks for the market salary survey. **Note:** Evergreen will work with the CPM to select 60 classifications to use as benchmarks for the market salary survey.
- 3.2 Finalize the list of benchmark positions.
- 3.3 Review with the CPM up to 20 peer organizations that should be included in the market salary survey.
- 3.4 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Manor area;
 - economic and budget characteristics; and
 - other demographic data.
- 3.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data, including potential sources and weighting of secondary data, if necessary.
- 3.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 3.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

**Task 4.0
Conduct Market
Survey and Provide
External
Assessment
Summary**

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM for review.



TASK ACTIVITIES

- 4.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss the questions to include in the market salary survey.
- 4.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 4.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 4.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 4.5 Validate all data submitted.
- 4.6 Develop summary report of external labor market salary survey assessment results.
- 4.7 Submit summary report of external labor market salary survey assessment results to the CPM.

KEY PROJECT MILESTONES

- Market salary survey instrument
- Summary report of external labor market salary survey assessment results

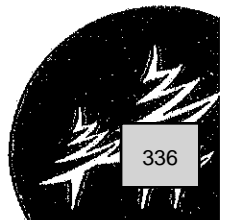
**Task 5.0
Develop Strategic
Positioning
Recommendations**

TASK GOALS

- Assess the appropriateness of the City's existing compensation philosophy.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 5.1 Identify the accepted compensation philosophy and accompanying thresholds.
- 5.2 Using the market salary survey data collected in **Task 4.0**, and compensation data reviewed in **Task 2.0**, determine the proper pay scale including number of grades and ranges.
- 5.3 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 5.4 Produce a revised or new pay scale(s) that best meets the needs of the City from an external equity standpoint.



**Task 6.0
Conduct Solution
Analysis**

KEY PROJECT MILESTONES

- Proposed compensation strategic direction, taking into account external equity
- Plan for addressing unique, highly competitive positions

TASK GOALS

- Slot classifications into the revised or new pay scale based on survey results.
- Propose several possible options for implementation.

TASK ACTIVITIES

- 6.1 Use a market based approach, or other appropriate techniques, to properly slot each classification into the revised or new pay scale.
- 6.2 Place all classifications into pay grades based on **Task Activity 6.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 6.3 Create implementation solutions for consideration that take into account the current compensation philosophy and financial impact, as well as the findings from the compensation analysis. Recommend alternative compensation policy changes.
- 6.4 Determine the best solution to meet the needs of the City in the short- and long-term.
- 6.5 Document the accepted solution.

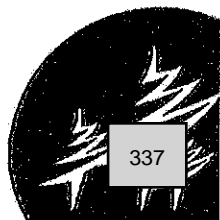
KEY PROJECT MILESTONES

- Revised or new pay scale(s)
- Classification assignments by pay grade
- Implementation plan(s)
- Documented final solution

**Task 7.0
Develop Draft and
Final Reports**

TASK GOALS

- Develop and submit a draft and final report of the Compensation Study to the City of Manor.
- Present final report, if requested.



- how to keep the system fair and competitive over time.

8.2 Recommend recruitment/retention strategies, where appropriate.

8.3 Finalize and present recommendations to the CPM for review.

KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

Proposed Cost and Timeline

Our total, not-to-exceed, fixed cost to complete all tasks in our work plan is **\$23,500**. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket expenses. Evergreen can conduct this study in approximately three months from the execution of a contract. Our cost doesn't include any onsite visits as all of the work can be conducted virtually.

Our preferred method of invoicing is as follows:

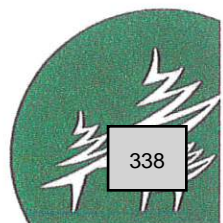
- 33% - upon completion of Tasks 1 – 2
- 33% - upon completion of Tasks 3 – 4
- 34% - upon completion of Tasks 5 – 8

We would love the opportunity to work with the City of Manor. If you need any additional information, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,



Dr. Jeffrey Ling, President
Evergreen Solutions, LLC



Detailed Cost Estimate

Comprehensive Classification and Compensation Study- With the City Performing Key Elements of the Project

Comprehensive Classification, Compensation and Benefits Study for the City of Manor	Cost
Review Materials from City in Preparation for Initiating Project	\$ 895
<p>Initial Consultation with City Management and City Council – Includes:</p> <p>Working with the City Council, City Manager, and the Human Resources Manager to Determine Desired Position in Market and Benchmark Jobs to Include in Survey, includes preparation of comparative matrix with 15 potential cities (for City Council to select 12) and PowerPoint presentation to Council. (Travel Time to Manor Included in Next Item, Assuming Meeting With Council One Evening, Then Conducting Briefing Sessions for Employees Next Day).</p>	\$ 3,990
<p>Classification of All City Jobs – Includes:</p> <p>Travel Time to Manor and Return to Austin; Conducting Employee Briefing Sessions to Ensure That all Employees Hear the Same Information on the Same Day (Cuts Down on the Rumor Mill). Distribution, Explanation, and Review of Job Analysis Questionnaires (JAQs) to All Employees at Briefing Sessions (JAQs to be Completed by All Employees).</p> <p>Review JAQs in Preparation for Interviews; Conduct Interviews of Department Heads and Representative Sample of Employees to Ensure Thorough Understanding of Jobs and How Each Department Functions, Including Preparing for the Interviews and Working with Human Resources Manager to Schedule Them. <i>(Assumes Principal of Ray Associates On-Site for 1.5 Full Days; Human Resources Manager for City May Conduct Additional Interviews)</i></p> <p>Scoring All City Jobs (61 Estimated Job Titles for 94 Employees) Using Ray Associates’ Copyrighted Point Factor Job Analysis System© to Determine Internal Equity of Positions in the City, Both Within Each Department and Between and Among Departments. Ray Associates provides Point Factor Job Analysis System to City and Katherine Ray conducts 4 hours of training for Human Resources Manager in Austin <i>(Assumes City’s Human Resources Manager Does All Internal Equity Job Scoring, Which Will be Reviewed by Ray Associates.)</i></p> <p>Determination and Recommendation of Appropriate Job Titles for All City Jobs Based on the Information Contained in the JAQs and Best Practices in Other Cities.</p>	\$ 2,950
	\$ 4,990
	\$ 2,390
	\$ 950

Comprehensive Classification, Compensation and Benefits Study for the City of Manor	Cost
<p>Implementation of the New Compensation Plan –Includes: Transition Cost Schedule Showing Migration of Each City Employee from Current Compensation Plan to New Compensation Plan, and Preparation of Inventories of Job Titles by Department, Pay Group, and Alphabetically;</p> <p>“Red Flag” Review - Meeting with City Management to Review and Discuss Consultants’ Recommendations, Transition Cost Schedule, and to Resolve Any Questions About the Recommendations Prior to Presentation to City Council; Adjustments if Necessary. <i>(Assumes City’s Human Resources Manager Makes Any Necessary Adjustments to Point Factor Scores Following “Red Flag” Review in consultation with Katherine Ray.)</i></p>	<p>\$ 3,660</p> <p>\$ 1,560</p>
<p>Preparation and Presentation of Study Results to Management and to Council, if Desired – Includes: Preparation of Report on the Study, Detailing Methodology, Findings and Conclusions, and Consultants’ Recommendations Regarding the City’s Job Titles (Classifications), Compensation and Benefits Package (Total Compensation). The Report will Include Appendices (Salary Survey Charts, Recommended Pay Schedules, Inventories of Job Titles in Three Formats, Detailed Benefits Tables, and Any Other Necessary Back-Up Information for the Report.</p> <p>Preparation of PowerPoint Presentation Summarizing the Information Contained in the Report and Presentation to City Council.</p>	<p>\$ 3,950</p> <p>\$ 2,315</p>
<p>Professional Services Costs – Compensation and Benefits Study <i>(Does not include reasonable and documented expenses, such as travel, additional copies of reports, and other directly related expenses. The cost does include the time necessary to oversee the project from beginning to end and ensure quality control.)</i></p>	<p><u>\$44,510</u></p>

These costs are based on the following:

- ◆ 94 City Employees
- ◆ 61 City Job Titles
- ◆ 40 Selected City Job Titles Included in the Salary Survey
- ◆ Not More Than 12 Employers Surveyed for Salaries and Benefits
- ◆ The Same Employers Used for Salaries and Benefits and for General Government Employees as well as Public Safety Employees.

Should the above numbers increase significantly (more than 10 percent), the costs for the project will increase accordingly, and a change order will be processed.

Scoring Matrix for Compensation Study Consultant Services:

Points		Vendor #1	Vendor #2	Vendor #3
20	**Provides a comprehensive evaluation on each position:	Evergreen	McGrath	Ray
10	**Fee schedule within budget:	Evergreen	McGrath	Ray
15	**Provided a detailed scope of services and methodology regarding the project:	McGrath	Evergreen	Ray
15	**Qualifications and experience:	McGrath	Evergreen	Ray
10	** Project schedule:	Evergreen	McGrath	Ray
5	**Completed projects of comparable size and scope	McGrath	Evergreen	Ray
10	**Training for the Human Resources department to ensure that the staff can explain and administer the new system in the future:	McGrath	Evergreen	Ray
10	** Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work:	McGrath	Evergreen	Ray
5	** The system must be easily accommodating with organizational changes and growth:	McGrath	Evergreen	Ray
100	Total	McGrath-60	Evergreen-40	Ray-0