



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

City Council Called Special Session

Tuesday, June 21, 2022 at 6:00 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REGULAR AGENDA

- 1. Consideration, discussion, and possible action of items relating to June 11, 2022, City of Manor Runoff Election.**
Submitted by: Lluvia T. Almaraz, City Secretary
 - **Canvass of the Election Returns for the City of Manor Runoff Election.**
 - **Presentation of Certificate of Election by Mayor Harvey to Newly Elected Council Member, Place 6 – Deja Hill.**
 - **Oath-of-Office to Council Member, Place 6 – Deja Hill by Presiding Judge John Yeager**
- 2. Consideration, discussion, and possible action on an ordinance declaring the results of the June 11, 2022, City of Manor Runoff Election.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 3. Consideration, discussion, and possible action on an Interlocal Agreement with Travis County for Updates to the Hazard Mitigation Action Plan.**
Submitted by: Ryan Phipps, Chief of Police

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: Wednesday, June 15, 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.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 21, 2022
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action of items relating to June 11, 2022, City of Manor Runoff Election.

- Canvass of the Election Returns for the City Council Runoff Election.
- Presentation of Certificate of Election by Mayor Harvey to Newly Elected Council Member, Place 6 – Deja Hill.
- Oath-of-Office to Council Member, Place 6 – Deja Hill by Presiding Judge John Yeager.

BACKGROUND/SUMMARY:

- Canvass of the Election Returns for the City Council Special Election

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

- Certified Canvass Report

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council conduct all items relating to the June 11, 2022, City of Manor Runoff Election.

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

City of Manor Cumulative Report
Travis County Joint General and Special Runoff Elections
June 11, 2022

STATISTICS

	TOTAL	Election Day	Early Voting	By Mail	Provisional
Registered Voters - Total	7,381				
Ballots Cast - Total	68	15	36	17	0
Voter Turnout - Total	0.92%				

City of Manor Cumulative Report
Travis County Joint General and Special Runoff Elections
June 11, 2022

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	Election Day	Early Voting	By Mail	Provisional
Kathy White	29	7	14	8	0
Deja Hill	39	8	22	9	0
Total Votes Cast	68	15	36	17	0

City of Manor Canvass
Travis County Joint General and Special Runoff Elections
June 11, 2022

Travis County

126 A

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	9	69.23%	1	5	3	0
Deja Hill	4	30.77%	0	3	1	0
Overvotes	0	0.00%	0	0	0	0
Undervotes	0	0.00%	0	0	0	0

City of Manor Canvass
 Travis County Joint General and Special Runoff Elections
 June 11, 2022

Travis County

127 C

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	6	23.08%	1	1	4	0
Deja Hill	20	76.92%	3	14	3	0
Overvotes	0	0.00%	0	0	0	0
Undervotes	0	0.00%	0	0	0	0

City of Manor Canvass
Travis County Joint General and Special Runoff Elections
June 11, 2022

Travis County

142 C

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	0		0	0	0	0
Deja Hill	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0

City of Manor Canvass
 Travis County Joint General and Special Runoff Elections
 June 11, 2022

Travis County

143 C

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	2	22.22%	2	0	0	0
Deja Hill	7	77.78%	2	2	3	0
Overvotes	0	0.00%	0	0	0	0
Undervotes	0	0.00%	0	0	0	0

City of Manor Canvass
Travis County Joint General and Special Runoff Elections
June 11, 2022

144 B

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	12	60.00%	3	8	1	0
Deja Hill	8	40.00%	3	3	2	0
Overvotes	0	0.00%	0	0	0	0
Undervotes	0	0.00%	0	0	0	0

City of Manor Canvass
Travis County Joint General and Special Runoff Elections
June 11, 2022

145 I

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	0		0	0	0	0
Deja Hill	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0

City of Manor Canvass
 Travis County Joint General and Special Runoff Elections
 June 11, 2022

Travis County

490 F

City of Manor Council Place 6 Unexpired Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	By Mail	Provisional
Kathy White	0		0	0	0	0
Deja Hill	0		0	0	0	0
Overvotes	0		0	0	0	0
Undervotes	0		0	0	0	0



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 21, 2022
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance declaring the results of June 11, 2022, City of Manor Runoff Election.

BACKGROUND/SUMMARY:

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

- Ordinance No. 660

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve Ordinance No. 660 declaring the results of June 11, 2022, City of Manor Runoff Election.

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

ORDINANCE NO. 660

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, CANVASSING THE ELECTION RETURNS AND DECLARING THE RESULTS OF THE RUNOFF ELECTION OF THE CITY OF MANOR HELD ON SATURDAY, JUNE 11, 2022, FOR THE CITY OF MANOR’S COUNCIL MEMBER PLACE NO. 6 VACANCY; AND DECLARING THE EFFECTIVE DATE OF THIS ORDINANCE.

Whereas, pursuant to the Texas Election Code, the City Council of the City of Manor, Texas, convened on this the 21st day of June 2022 at 6:00 p.m. for canvassing the vote in the Runoff Election to fill the Council Member Place 6 vacancy held on June 11, 2022.

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

Section One. Canvass of Vote. There came to be considered the returns of the runoff election held on the 11th day of June 2022, for electing a Councilmember to fill the vacancy in Place 6, and it is appearing from said returns, duly and legally made, that there were cast at said election 68 votes (*total votes*); and that each of the candidates in said election received the following votes:

RUNOFF ELECTION

	<u>Early</u>	<u>Vote by Mail</u>	<u>Election</u>	<u>Vote %</u>	<u>Total</u>
COUNCIL MEMBER, PLACE 6					
Kathy White	14	8	7	42.65%	29
Deja Hill	22	9	8	57.35%	39

Section Two. Finding and Declarations. It is found, determined and declared by the City Council that said election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law; and that Deja Hill was duly elected to City Council, Place 6. Deja Hill is hereby declared duly elected to City Council, Place 6, subject to taking of their oaths of office as provided by the laws of the State of Texas and the City Charter.

Section Three. Open Meetings. It is further found and determined that in accordance with this Ordinance of this governing body that the City Secretary posted written notice of the date, place and subject of this meeting in the bulletin board of the City Hall, a place

convenient to the public, and said notice having been so posted continuously for at least 72 hours preceding the date of this meeting. A copy of the return of aid posting shall be attached to the minutes of the meeting and shall be made a part thereof for all intents and purposes.

PASSED AND APPROVED on this 21 day of June 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 21, 2022
PREPARED BY: Ryan Phipps, Chief of Police
DEPARTMENT: Police

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Interlocal Agreement with Travis County for Updates to the Hazard Mitigation Action Plan.

BACKGROUND/SUMMARY:

Period review and update to the County/City Hazard Mitigation Action Plan that follow FEMA and Texas Division of Emergency Management requirements. This update is partially funded by a grant awarded to Travis County from FEMA for the update of our current plan. The cost is \$3,000.

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

- Interlocal Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the Interlocal Agreement with Travis County for Updates to Hazard Mitigation Action Plan and cost of \$3,000; and authorize the Mayor and City Attorney to execute the agreement.

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

**INTERLOCAL AGREEMENT BETWEEN
CITY OF MANOR AND COUNTY OF TRAVIS
FOR UPDATE TO HAZARD MITIGATION ACTION PLAN**

This Agreement is made and entered into by and between Manor, Texas (the “City”) and County of Travis, a corporate and political subdivision of the State of Texas (the “County”), hereinafter collectively referred to as the “Parties,” upon the premises and for the consideration stated herein.

WHEREAS, the County desires to update the Travis County Hazard Mitigation Plan (the “Plan”) approved by the Federal Emergency Management Agency (“FEMA”) on November 3, 2017;

WHEREAS, the County applied for and was awarded a grant by the Federal Emergency Management Agency (“FEMA”) to update the Plan;

WHEREAS, the Parties desire to cooperate in the 2022 update to the Plan to incorporate hazard mitigation planning for the City;

WHEREAS, the County will contract with a project consultant to update the Plan, following FEMA and Texas Division of Emergency Management requirements described in the FEMA grant application and grant contract;

WHEREAS, the Parties are authorized to enter into this Agreement in all respects by the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. The City will be responsible for:
 - (a) Designating a project representative;
 - (b) Attending up to four committee meetings;
 - (c) Providing City-specific information related to past hazards and at-risk populations and properties;
 - (d) Reviewing and commenting on drafts of the Plan, with specific emphasis on the City;
 - (e) Attending two public meetings;
 - (f) Facilitating the City’s adoption of the final Plan (including a signed resolution of adoption); and
 - (g) Paying \$3000.00 as the City’s portion of Plan preparation costs. This is a one-time payment by City. Using this agreement as the invoice, the City shall make payment within 30 days after receiving a written request from the County. The City may pay by check or electronic payment through ACH. Payments by check must be mailed or delivered to the

address for notice for Travis County. For electronic payments, the City may contact the Treasurer’s Office at (512) 854-9365 for assistance with setting up electronic payment through ACH, which deposits payments directly into the Travis County account. Payment is deemed to have been made on the date of receipt of the ACH transfer of funds. Overdue payments accrue interest as specified in Texas Government Code, chapter 2251.

2. The County will be responsible for:

- (a) Hiring and managing a consultant to prepare the Plan update;
- (b) Obtaining and administering grant funding for the Plan update from the Texas Division of Emergency Management;
- (c) Managing the Plan development process; and
- (d) Providing data and information on natural hazards in Travis County, as required in the planning process.

3. Miscellaneous.

(a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party of privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: _____, Title (or successor)

Local Jurisdiction

Mailing Address

COUNTY: Charles Brotherton, County Executive (or successor)
Travis County Emergency Services
P.O. Box 1748
Austin, Texas 78767

Bonnie Floyd, MBA, CPM, CPPO (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either oral or written regarding updates to the Plan. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. No official, representative, agent or employee of Travis County, Texas, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.

(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(h) Current Funds. Each party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying party.

(i) Term of the Agreement. This Agreement shall commence on the date on which it is signed by both Parties and shall continue until the final plan is approved by FEMA and copies are provided to the City.

(j) Retention, Accessibility, and Audit of Records. The City shall maintain all records and documentation for the Plan in a readily available state and location for at least three years after the agreement term. The City shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to the Plan, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by the City.

(k) Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Agreement for all purposes.

(l) The Parties agree to comply with FEMA and Texas Division of Emergency Management requirements described in the grant application and grant contract.

(m) Third Party Rights Not Created and Non-Waiver of Immunity. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or

immunity to which they are legally entitled against any person or legal entity that is not a party to this Agreement.

(n) Independent Contractors, No Agency. The parties to this Agreement are independent contractors. An official or employee of one party is not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this Agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this Agreement, or waive any violations of this Agreement unless expressly granted specific authority to do so by the respective governing bodies, as applicable.

(o) Applicable Law and Venue. This Agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this Agreement are performable in Travis County, Texas.

(p) Multiple Counterparts. This Agreement may be executed (original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Manor, TEXAS

By: _____

Name: _____

Title: _____

Authorized Representative

Date: _____

Approved as to Form:

Assistant City Attorney

Date: _____

TRAVIS COUNTY, TEXAS

By: _____

Andy Brown, County Judge

Date: _____