



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

City Council Regular Meeting

Wednesday, March 17, 2021 at 7:00 PM

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

AGENDA

Via Telephone/Video Conference (Zoom Meeting)

This meeting will be live streamed on Manor Facebook Live

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

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, March 17th, will only be open to the public via remote access.

Instructions for Public Speaking:

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

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

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A.** Declaring the Month of March 2021, as “*Women’s History Month*”
- B.** Declaring the Month of March 2021, as “*National Colorectal Cancer Awareness Month*”
- C.** Declaring the Month of March 2021, as “*Youth Art Month*”
- D.** Declaring March 25, 2021, as “*National Medal of Honor Day*”

PUBLIC COMMENTS

*Comments will be taken from the audience participating in zoom meeting 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 register and submit the speaker card following the instructions for public speaking above. **No Action May be Taken by the City Council During Public Comments.***

PUBLIC HEARINGS

- 1.** **Public Hearing: Conduct a public hearing on a Concept Plan for the Manor Wolf Subdivision, one hundred twenty-five (125) lots and being 50.34 acres, more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.**
Applicant: BGE, Inc.
Owner: Geraldine & Edward Wolf
Submitted by: Assistant Development Services Director Scott Dunlop

CONSENT AGENDA

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

- 2.** **Consideration, discussion, and possible action to approve the City Council Minutes of the March 3, 2021, City Council Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 3.** **Consideration, discussion, and possible action on the acceptance of the February 2021 Departmental Reports.**
Submitted by: Thomas Bolt, City Manager
 - Police – Ryan Phipps, Chief of Police
 - Development Services – Scott Dunlop, Asst. Dev. Services Director
 - Community Development – Debbie Charbonneau, Heritage and Tourism Manager
 - Municipal Court – Sarah Friberg, Court Clerk
 - Public Works – Michael Tuley, Director of Public Works
 - Finance – Lydia Collins, Director of Finance

REGULAR AGENDA

- 4. Consideration, discussion, and possible action on a Concept Plan for the Manor Wolf Subdivision, one hundred twenty-five (125) lots and being 50.34 acres, more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.**
Applicant: BGE, Inc.
Owner: Geraldine & Edward Wolf
Submitted by: Assistant Development Services Director Scott Dunlop
- 5. Consideration, discussion, and possible action on a resolution approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area#1 and Improvement Area #2).**
Submitted by: Thomas Bolt, City Manager
- 6. Consideration, discussion, and possible action on a Statement of Work for George Butler Associates, Inc. for the Manor Pavement Management Program.**
Submitted by: Frank T. Phelan, City Engineer
- 7. Consideration, discussion, and possible action on an ordinance amending the Code of Ordinances to formally create the Budget Committee.**
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:

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel to discuss the ShadowGlen development agreement; and*
- *Section 551.074 Personnel Matters – Discussion of City Manager’s Employment*

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.

- 8. Postponed Item: Consideration, discussion, and possible action on an amendment to the City Manager’s Contract.**
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, March 12, 2021, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



PROCLAMATION

Whereas, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

Whereas, women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

Whereas, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

Whereas, women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, women have served our country courageously in the military; and

Whereas, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

Whereas, despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

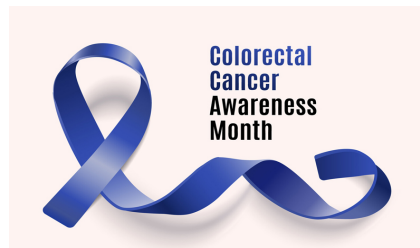
NOW THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of March 2021, as:

“Women’s History Month”

in the City of Manor, Texas and call upon all citizens to observe March as Women’s History Month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 17th day of March 2021.

Dr. Larry Wallace Jr., Mayor
City of Manor



PROCLAMATION

WHEREAS, National Colorectal Cancer Awareness Month is an annual celebration observed in the United States during the month of March, to increase awareness of colorectal cancer.; and

WHEREAS, colorectal cancer is the third-leading cause of cancer deaths among men and women in the United States; and

WHEREAS, symptoms include a change in bowel habits, rectal bleeding, persistent abdominal discomfort, weakness and fatigue, and unexplained weight loss; and

WHEREAS, many people with colorectal cancer experience no symptoms in the early stages of the disease; and

WHEREAS, overall, the lifetime risk of developing colorectal cancer is about 1 in 23 for men and 1 in 25 for women; and

WHEREAS, it is critical that all people, of all ages, know the signs and symptoms of the disease; and

WHEREAS, Colorectal Cancer Awareness Month is an opportunity to offer education on the signs and symptoms of colorectal cancer and the importance of early detection and screening.

NOW, THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of March 2021, as:

“National Colorectal Cancer Awareness Month”

in the City of Manor and encourage all citizens to talk to family and friends about getting screened and to join in on activities that will increase awareness and prevention of colorectal cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 17th day of March 2021.

Dr. Larry Wallace Jr., Mayor
City of Manor



Item C.

PROCLAMATION

WHEREAS, Youth Art Month is an annual observance each March to emphasize the value of art education for all children and to encourage support for quality school art programs; and

WHEREAS, Art education develops students’ creative potential and improves problem-solving and critical thinking skills by reinforcing and bringing to life what students learn in other subjects; and

WHEREAS, Art education teaches sensitivity to beauty, order and other expressive qualities, and also gives students a deeper understanding of multi-cultural values and beliefs; and

WHEREAS, Art education advances student mastery in art production, art history, art criticism and aesthetics; and

WHEREAS, our national leaders have acknowledged the necessity of including art’s experiences in all students’ education.

NOW, THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of March 2021 as:

“Youth Art Month”

in the City of Manor and call upon all citizens to give their full support to quality school arts programs for our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 17th day of March 2021.

Dr. Larry Wallace Jr., Mayor
City of Manor



City of Manor

PROCLAMATION

WHEREAS, for National Medal of Honor Day on March 25th, we honor the valor that the most courageous servicemen and servicewomen in the United States military have displayed; and

WHEREAS, the Medal of Honor is the highest award for valor in combat across all branches of the United States military; and

WHEREAS, awarded by the President of the United States, only military members who have gone above and beyond the call of duty will receive this distinction; and

WHEREAS, there are three versions of the Medal of Honor; one for the Army, one for the Navy and one for the Air Force, with personnel of the Marine Corps and the Coast Guard receiving the Navy version; and

WHEREAS, since its creation, there have been 3,468 Medals of Honor awarded to those who fight to keep our country safe – and today is the day to honor their exemplary service.

NOW THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim March 25, 2021, as:

“National Medal of Honor Day”

in the City of Manor, Texas, and do urge all citizens to recognize and honor all men and women who have been recipients of the Medal of Honor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 17th day of March 2021.

Dr. Larry Wallace Jr., Mayor
City of Manor

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing on a Concept Plan for the Manor Wolf Subdivision, one hundred twenty-five (125) lots and being 50.34 acres, more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

*Applicant: BGE, Inc.
Owner: Geraldine & Edward Wolf*

BACKGROUND/SUMMARY:

This item has been requested to be pulled by the developer as they have some minor revisions to the Concept Plan they would like to make before it's finally approved. Once re-approved by our engineer new public notices will go out for a new public hearing.

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council pull this item.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of March 3, 2021, Regular Meeting.

BACKGROUND/SUMMARY:

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

- March 3, 2021, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City Council Minutes of March 3, 2021, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
MARCH 03, 2021
Via Telephone/Video Conference
(Zoom Meeting)**

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

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, March 3rd, was only open to the public via remote access.

The following instructions were provided to the general public.

Instructions for Public Speaking:

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

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

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

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

PRESENT VIA ZOOM:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Lydia Collins, Director of Finance
Ryan Phipps, Chief of Police
Scott Dunlop, Assistant Development Services Director
Tracey Vasquez, HR Manager
Heath Ferguson, IT Manager
Frank T. Phelan, P.E., City Engineer
Samuel D. Kiger, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present via video/telephone conference, the regular session of the Manor City Council was called to order by Mayor Wallace at 7:02 p.m. on Wednesday, March 3, 2021.

PLEDGE OF ALLEGIANCE

At the direction of Mayor Wallace, City Manager Bolt led the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments received prior to the meeting.

REPORTS

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

A. Emergency Management Committee

At the direction of Mayor Wallace, Chief of Police Phipps gave an update on the Emergency Management Committee upcoming meeting.

The discussion was held regarding new implementations for the Emergency Management.

B. Health Care Reports

- Black Mammas ATX Program

At the direction of Mayor Wallace, Council Member Deja Hill discussed the Black Mammas ATX Program.

- American Heart Association

At the direction of Mayor Wallace, Council Member Weir gave an update on the American Heart Association - Go Red for Women Awareness.

- Substance Abuse and Mental Health Services Administration (SAMHSA)

At the direction of Mayor Wallace, Council Member Emily Hill gave an update on SAMHS for the City of Manor.

C. Education Committee

At the direction of Mayor Wallace, Council Member Emily Hill gave an update on the Education Committee meeting regarding libraries and education opportunities for the community.

Mayor Wallace announced that the Veterans Clinics were providing the COVID-19 Vaccine to all veterans.

CONSENT AGENDA

1. **Consideration, discussion, and possible action to approve the City Council Minutes of February 24, 2021, Regular Meeting.**
2. **Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).**

3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning 8.93 acres, more or less, out of the A.C. Caldwell Survey, Travis County Texas, and being located at 13300 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Ordinance No. 603: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) To Heavy Commercial (C-3); Making Findings of Fact; and Providing for Related Matters.

Ordinance No. 604: 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.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, to approve and adopt all items on the Consent Agenda.

There was no further discussion.

Motion to approve carried 6-0

REGULAR AGENDA

4. Consideration, discussion, and possible action on a Purchase Contract with Terrell Timmermann Farms, LP for a water easement with temporary construction easement.

The City staff recommended that the City Council approve the Purchase Contract with Terrell Timmermann Farms, LP for a water easement with temporary construction easement.

City Engineer Kiger discussed the proposed purchase contract with Terrell Timmermann Farms, LLP.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Deja Hill, to approve the Purchase Contract with Terrell Timmermann Farms, LP for a water easement with temporary construction easement.

There was no further discussion.

Motion to approve carried 6-0

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

The City staff recommended that the City Council approve Change Order No. 5 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$53,592.00.

City Engineer Phelan discussed the proposed Change Order to the construction contract.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, to approve Change Order No. 5 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$53,592.00.

The discussion was held regarding clarification on the amount of the project and funding.

There was no further discussion.

Motion to approve carried 6-0

6. Consideration, discussion, and possible action on a change order to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project.

The City staff recommended that the City Council approve Change Order No. 2 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project with Austin Engineering Company, Inc. in the amount of \$43,532.00.

City Engineer Phelan discussed the proposed Change Order to the construction contract.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Deja Hill, to approve Change Order No. 2 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements Phase 2 project with Austin Engineering Company, Inc. in the amount of \$43,532.00.

The discussion was held regarding clarification on the amount of the project and funding.

There was no further discussion.

Motion to approve carried 6-0

7. Consideration, discussion, and possible action on an ordinance adopting the Amended Annual Budget for the City of Manor for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

The City staff recommended that the City Council approve Ordinance No. 605 adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

Director of Finance Collins discussed the proposed Amended Budget for FY 2020-2021.

Ordinance No. 605: An Ordinance of The City of Manor, Texas, Adopting an Amended Annual Budget for the Ensuing Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Appropriating the Various Amounts Thereof, and Repealing all Ordinances or Parts of Ordinances in Conflict Therewith; and Providing for an Effective Date.

MOTION: Upon a motion made by Council Member Kruppa to approve adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

Council Member Kruppa amended his motion to include the approval of Ordinance No. 605.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Mayor Pro Tem Harvey, to approve Ordinance No. 605 adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

There was no further discussion.

Motion to approve carried 6-0

8. Consideration, discussion, and possible action on an ordinance authorizing the temporary suspension of certain residential building permit fees.

The City staff recommended that the City Council approve Ordinance No. 606 authorizing the temporary suspension of certain residential building permit fees.

Assistant Development Services Director Dunlop discussed the proposed ordinance for temporary suspension of certain building permit fees.

Ordinance No. 606: An Ordinance of The City of Manor, Texas, Authorizing the Temporary Suspension of Certain Residential Building Permit Fees; Making Findings of Fact; Providing a Savings Clause; Providing an Effective Date; and Providing for Certain Related Matters.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Weir, to approve Ordinance No. 606 authorizing the temporary suspension of certain residential building permit fees.

The discussion was held regarding the possibility of extending the date a month further from the proposed date.

There was no further discussion.

Motion to approve carried 6-0

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

The City staff recommended that the City Council appoint three (3) Capital Improvements Committee Council Members; and Chairperson to serve a one-year term.

The discussion was held regarding the duties and responsibilities of the committee.

Mayor Wallace opened the floor for volunteers or nominations.

Council Member Kruppa and Mayor Pro Tem Harvey stated they would like to volunteer.

Council Member Weir nominated Council Member Wallace.

Mayor Pro Tem Harvey nominated Council Member Kruppa for Chairman.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to appoint Council Member Kruppa; Mayor Pro Tem Harvey; Council Member Wallace and possible backup for Council Member Deja Hill; and appoint Council Member Kruppa as Chairperson for a one-year term.

There was no further discussion.

Motion to approve carried 6-0

Mayor Wallace adjourned the regular session of the Manor City Council into Executive Session at 8:24 p.m. on Wednesday, March 3, 2021, 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 551.074 Personnel Matters – Discussion of City Manager’s Employment* at 8:24 p.m. on Wednesday, March 3, 2021.

The Executive Session was adjourned at 9:30 p.m. on Wednesday, March 3, 2021.

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 9:30 p.m. on Wednesday, March 3, 2021.

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

10. Consideration, discussion, and possible action on an amendment to the City Manager’s Contract.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to postpone this item until the March 17, 2021, Regular Council Meeting.

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 9:30 p.m. on Wednesday, March 3, 2021.

These minutes approved by the Manor City Council on the 17th day of March 2021.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the February 2021 Departmental Reports.

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- February 2021 Department Monthly Reports

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve and accept the February 2021 Departmental Reports.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 3/17/2021

February 2021

Activity	Reported Month	Same month Prior year	Percentage difference		
Calls for Service	1321	2009	34.2↓	Patrol Car Rental	
Average CFS per day	47	69.2	32↓	Last Month	\$289
Open Cases	12	28	57↓	YTD	\$289
Charges Filed	29	48	39↓		
Alarm Responses	48	46	4.3↑		
Drug Cases	2	6	66.6↓		
Family Violence	5	12	58.3↓		
Arrests Fel/Misd	14 Fel/15 Misd	14 Fel/34 Misd	0 Fel/55.8 Misd		
Animal Control	16	22	27.2↓		
Traffic Accidents	36	51	29.4↓		
Impounds	32	95	66.3↓		
DWI Arrests	7	20	65↓		
Traffic Violations	162	829	80.4↓		
Ordinance Violations	9	13	30.7↓		
Victim cases	37	57	35↓		
Total Victims Served	25	60	58.3↓		
Laboratory Submissions	12	9	33.3↑		
Notes:					

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

February 1-28, 2021

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$38,406.00	\$152.00	
Commercial Sign	1	\$3,800.00	\$578.70	
Residential Deck/Patio	1	\$500.00	\$107.00	
Residential Electric	11	\$123,129.00	\$1,177.00	
Residential Foundation	1	\$1,200.00	\$97.00	
Residential Foundation Repair	1	\$14,500.00	\$97.00	
Residential Irrigation	44	\$93,644.22	\$4,708.00	
Residential Mechanical/HVAC	3	\$24,670.00	\$321.00	
Residential New	14	\$3,744,086.05	\$105,734.60	
Residential Plumbing	18	\$36,750.00	\$2,166.00	
Right of Way	1		\$5,467.00	
Totals	96	\$4,080,685.27	\$120,605.30	

Total Certificate of Occupancies Issued: 69

Total Inspections(Comm & Res): 1,333

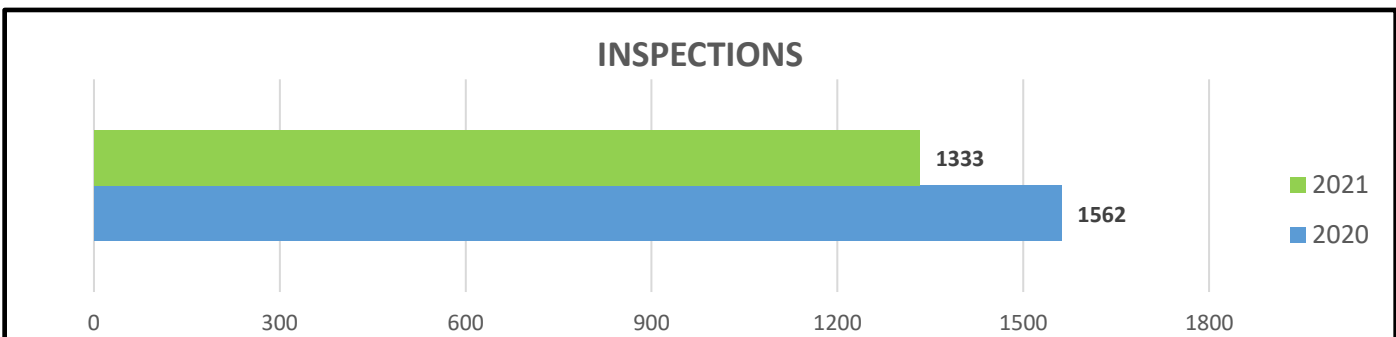
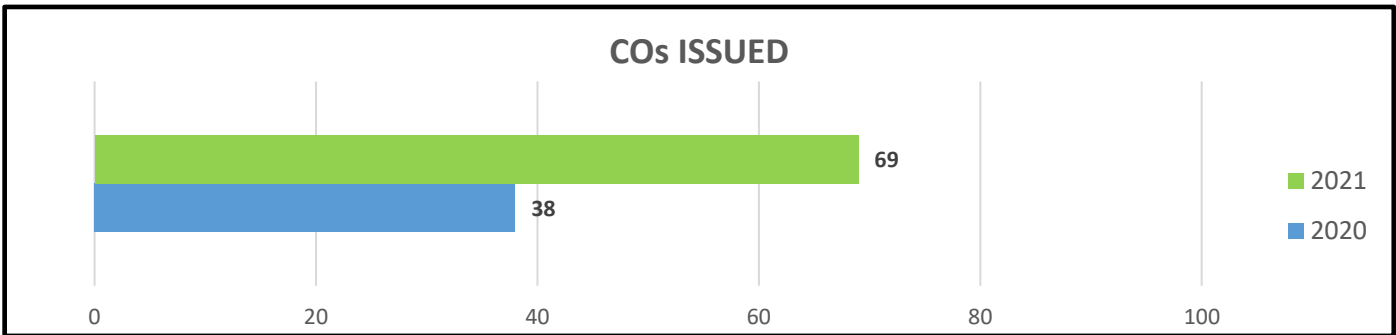
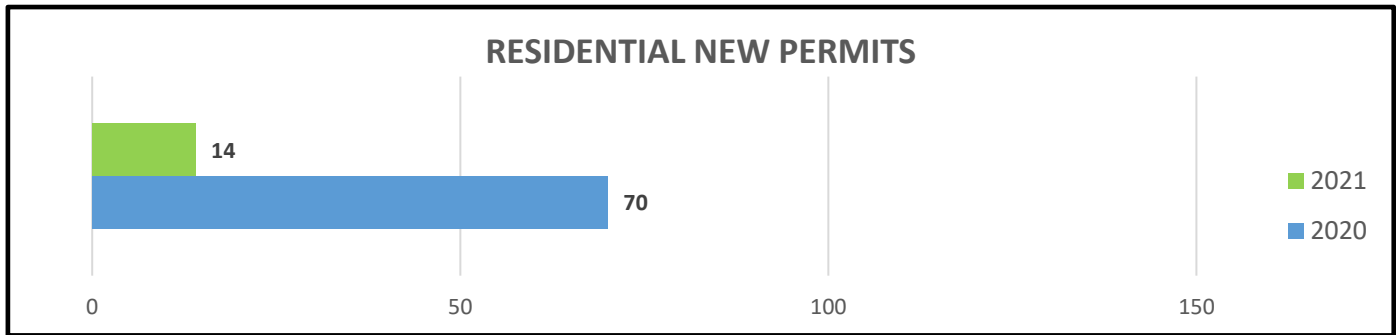
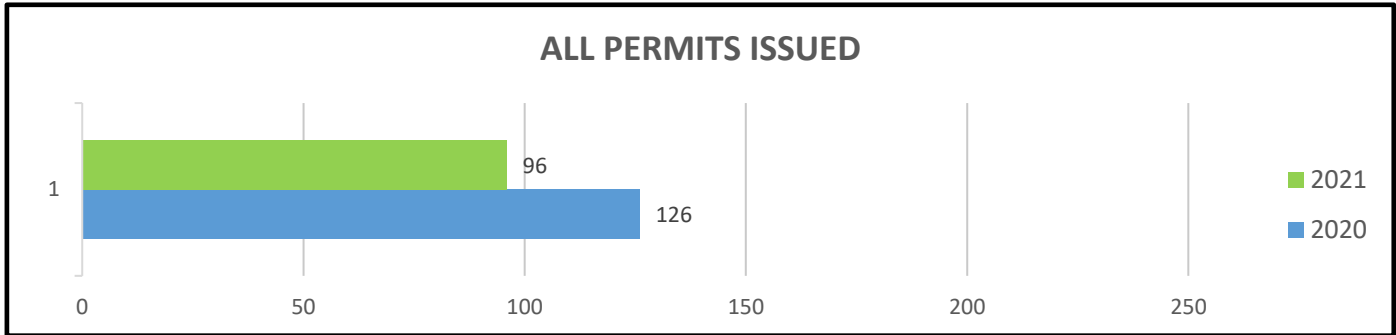
Tom Bolt, City Manager





February 2021

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: March 17, 2021
 RE: **February 2021 & March 2021**

COMMUNITY MEETINGS

Chamber of Commerce February Board of Directors Meeting (ZOOM)
 Chamber of Commerce February Meeting (ZOOM)
 Chamber of Commerce March Meeting (ZOOM)

BUSINESS CONTACTS/VISITS

I made twenty-two (22) business contacts/visits for the months of February and March.

EVENTS

Leadership Manor Class #1 – The class for Travis County Day was February 4, 2021. The agenda for the day was – Charles (Chuck) Brotherton, County Executive of Emergency Services; Travis County Judge Andy Brown; Jessica Rio, County Executive, Planning and Budget Office and Sherri Fleming, County Executive for Health and Human Services.

Leadership Manor Class Weekly Meeting (ZOOM) – Wednesday, February 17, 2021.

Leadership Manor Class Weekly Meeting (ZOOM) – Wednesday, February 24, 2021.

Leadership Manor Class Weekly Meeting (ZOOM) – Wednesday, March 3, 2021.

Leadership Manor Class Weekly Meeting (ZOOM) – Wednesday, March 10, 2021.

Leadership Manor Class #1 – The class for Ft. Hood Day was February 10, 2021. The agenda for the day was – Briefing at III Corps; Simulators; Lunch; Tour of 1ACB, 1-227 Attack Battalion Hanger Bay and Dog Demonstration.



MEMO

MANORPALOOZA 2021 – MAY 6 & 7, 2022

The Friends of Manor Parks Board of Directors had been meeting weekly planning the event.

INDEPENDENCE DAY CELEBRATION FIREWORKS SHOW

The Friends of Manor Parks met on Wednesday, March 10, 2021 to discuss the possibility of hosting this event.

OTHER DUTIES

CivStart Bi-Weekly ZOOM Meetings – These meetings are attended by the CivStart team, Tom Bolt, Mayor Wallace, Councilwoman Anne Weir, Scott Dunlop, Lydia Collins, Heath Ferguson, Matt Cody and myself.

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

CivStart Meeting – February 8, 2021 – CivStart scheduled the meeting to continue meeting with moving forward with Qwally. Qwally is a company that creates software systems to engage with, monitor, and support individual business owners.

CivStart & Qwally Meeting – February 22, 2021 – CivStart meeting with Qwally to continue moving forward with a business portal pilot program.

City Council Meeting (ZOOM) – Attended the City Council meeting on Wednesday, February 24, 2021.

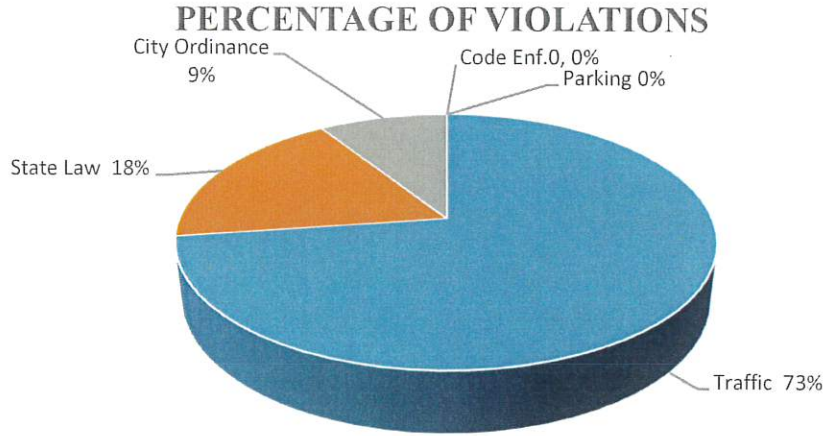
Texas Downtown Association Webinar on Downtown Business Associations– (ZOOM) – Friday, February 26, 2021.

Regional Partners Meeting – Friday, February 26, 2021 – **(ZOOM)** – Quarterly meeting with regional partners from Elgin, Taylor, Georgetown, Bastrop, Granger and Temple.

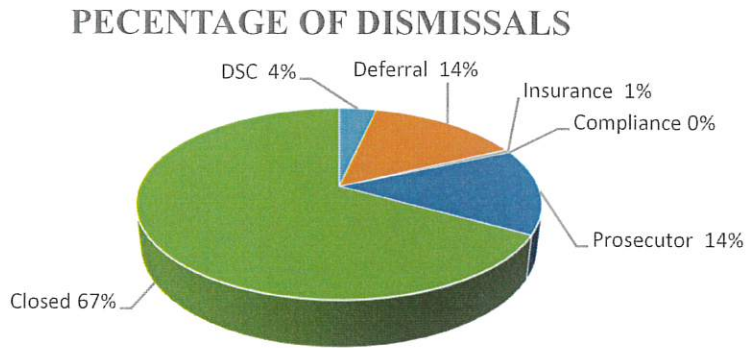
“Spring Fling” – The event runs from March 20, 2021 – April 17, 2021. It will be a smaller event than “Shop Small” “Shop Local” but based on the same premise. For every \$15.00 someone spends in a participating small business, they will enter one ticket into a drawing to win 1 of 2 gifts baskets from Manor. There are eight (8) participating businesses and they are: Libation Station, I’Wayne’s Caribbean Kitchen, Maxine’s Gumbo House, Duett’s Tire and Service, Texas Traditional BBQ, Café 290, Golden Bejing and Manor Party Rental.

City of Manor Municipal Court FEBRUARY 2021

Violations Filed	Feb-21	Feb-20
Traffic	32	329
State Law	8	25
City Ordinance	4	6
Code Enforcement	0	0
Parking	0	11
Total	44	371



Dismissals	Feb-21	Feb-20
DSC	6	11
Deferral	25	44
Insurance	1	0
Compliance	0	24
Prosecutor	25	73
Closed	116	452
Total	173	604



Warrants	Feb-21	Feb-20
Arrest Warrants	0	129
Capias Pro Fine	0	25
Total	0	154



Money Collected in February 2021

Kept By City	\$14,488.38
kept By State	\$5,770.15
Total	\$20,258.53

Money Collected in February 2020

Kept By City	\$68,204.25
Kept By State	\$17,815.50
Total	\$86,019.75



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: March 10, 2021
RE: February Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

In the month of February, 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 February, 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 the month of February, 40% of the water we supplied to our residents was from our wells, and we purchased 60% from EPCOR and Manville WSC.

Subdivision Inspections

- Street Inspections- 18
- Water Inspections- 9
- Wastewater Inspections- 4

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
MARCH 2021

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	sludge processing/ancillary equipment and building finish out ongoing	96%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Creekside lift station underground piping, drive and fencing complete; Carrie Manor lift station license agreement under review	30%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Line installed and functioning, SCADA improvements authorized.	95%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Project bidding next week.	Bidding Phase
Park Bathroom	Public restroom for Timmerman Park	Project bidding this month	Bidding Phase
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	E&S controls installed, construction staking ongoing, submittal reviews ongoing	Construction Phase
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Bids opened 3/10/2021	Bidding Phase
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Bids opened 3/10/2021	Bidding Phase
FM 973 Water and Wastewater Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Project renegotiation with new owner	Design Phase
Burnet/Parsons Gravity Main	12" gravity wastewater main	Project contract to be awarded	Bidding Phase
CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Project under preliminary design and surveying	Design

Streets and Parks Monthly Report February 2021

Daily Duties and Projects 2-1-2021 / 2-28-2021

- Street Maintenance prepped sunk spot on Lapoynor St. Removed asphalt and replaced road base.
- Street Maintenance paved sunk spot on Lapoynor St. with asphalt.
- Street Maintenance crack sealed Lapoynor St., Liberty St., S. Bastrop St., Marshall St., Morgan's Point, Canton CT, Athens St.
- Trimmed trees in alleys at Wheeler St & Caldwell St.
- Trimmed trees in alleys at W. Browning St. & N. Caldwell St.
- Trimmed trees in creek at Timmermann Park.
- Trimmed trees at Old Town Water Tower.
- Austin Garcia and Timothy Lackland completed CEU's for Pesticide Applicator's License.
- Replaced stop sign and post at Eggleston St. & Lampasas St.
- Weather event sanded streets with ice per PD.
- Picked up and distributed water to Stone Water residence.
- Picked up a Box truck to pick up boxed food to distribute at the Senior High School to Manor residence.
- Trimmed more trees around cemetery fence.
- Picked up drinking water at Austin Expo to distribute to citizens at Lockwood Springs and Blake Manor.
- Irrigation repairs @ Jennie Lane Park.
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

Presidential Heights Phase 3 – homes are still being built.

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

Presidential Heights Phase 5 – Homes are being built.

Stonewater North Phase 2- Homes are being built.

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

Lagos Phase 2- Contractor in development process.

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

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

Manor Commons Apartments – still in building process.

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

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

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

Grass Dale Manor Apartment - is in building process.

Manor Grand Apartments - is in building process.

Prose Manor Commons Apartments – is in development process and building process.

Dairy Queen – Contractor in development process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Water Monthly Report February 2021

For the month of February, the Water Department had 23 service calls, 3 repair jobs, 12 maintenance jobs and 9 inspections.

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

Service calls

13405 Constellation-called for locates-located city water main and services marked with blue paint by AM 2-1-21.

San Marcos and Murchison - set a temporary meter for JL Gray construction meter id-02106287 read- 13370 by CD,JT 2-4-21.

11409 Marshall - low pressure call and air in line - city side service had no air in line and city side pressure was good at 50 psi notified customer by JT, RM 2-4-21.

19321 Galloway Street- after hrs. - shut water off for customer so they can make repairs on leak inside house by JB 2-10-21.

13400 Ring Drive - resident wanted the city to show them where water shut off is due to freezing temperatures predicted for weekend showed customer where valve was by JB 2-12-21.

309 N Lockhart - no water call - customers pipes had frozen due to not insulating pipes by JB 2-12-21.

18205 Maxa Dr - brown water call -flushed until main cleared by AM 2-22-21.

19009 Mike Mansfield rd. -brown water call - flushed until main cleared by AM 2-22-21.

810 N. Caldwell - no water call - customer had leak on customer side customer called plumber repairs have been made by JT 2-23-21.

13109 Pealing Way - brown water call - upon arriving at address customer stated water had cleared by CD 2-23-21.

12502 Stoneridge Gap - brown water call - flushed until water cleared by CD AB 2-23-21.

11402 Murchinson-low pressure call-city side pressure was good at 63 psi notified customer by FZ,CD 2-24-21.

11310 Dimmit - low water pressure call - city side pressure was good at 60 psi notified customer by FZ,CD 2-24-21.

13817 Nelson Houser - check for leak- leak was on neighbor's service line at 13821 Nelson Houser notified customer at 13821 of leak by FZ,CD 2-24-21.

18013 Maxa - brown water call - flushed outside faucet until clear notified customer customer stated water had cleared by AM,AB 2-24-21.

13517 William McKinley - brown water call - water was clear customer stated they had not called the city by AM,AB 2-24-21.

105 E. Rector - check for leak - leak was on customer side at a rate 2 gpm notified customer by JT 2-25-21.

12821 Carillon Way - brown water call - flushed main until it cleared by CD 2-25-21.

13512 Nelson Houser - brown water call - flushed until water was clear by CD 2-25-21.

17905 Maxa Dr - check for leak - no leak was found notified customer by JT 2-25-21.

17905 Maxa Dr - check for leak - customer had leak at rate of .176 left door tag by JT 2-25-21.

214 Carrie Manor -check for leak - leak was on customer side notified customer by FZ 2-25-21.

12756 St Mary - meter leaking replaced meter with new one old id- 37237355 read-161 new meter id - 39835292 ecoder-1566343150 read-0000 by DD,JT 2-19-21.

Repairs

303 West Browning - made a new water tap, ran 3/4 service line and set a 5/8 digital read meter. New meter id-10491966 ecode-1567414684 by FZ,CD,JT 2-2-21.

703 North Bastrop - repaired a 3/4 service line break and replaced curb stop to meter by FZ,CD,DD 2-3-21.

307 West Wheeler - repaired a 2" water main break by FZ,JT,DD,AB 2-10-21.

Maintenance

Aqua Tech lab - took first set of 5 Bac T samples and dropped off at aqua tech lab samples came back good by DD,CD.

Brenntag - ordered 5 - 150 lb. cl2 bottles for clear well at 5311 gilbert ln by JT 2-3-21.

Unit 517 F550 - added def fluid filled to full level by JT 2-4-21.

John Deere Backhoe-added def fluid filled to full level by JT 2-4-21.

Clearwell - 5 - 150lb cl2 bottles were delivered by Brenntag to clear well 2-5-21.

307 West Wheeler-called 811 for locates so we can make repairs for a 2" main break by RM 2-10-21.

Wildhorse creek and Presidential Heights - set out flushing signs at entrance of subdivisions on 2-10-21 to inform customers we will be flushing on 2-11-21 by AB.

Aqua Tech lab - took second set of 5 Bac T samples and dropped off at aqua tech lab samples came back good by DD,JT 2-23-21.

Stonewater subdivision -Tuesday 16, 2021 went to Capitol Wright to pick up pallets of bottled water at 12: 00 pm to hand out in the Stonewater subdivision due to Manville water supply's water outage. A booster pump had failed and had to be replaced. The City of Manor staff delivered one case of bottled of water to each household in the Stonewater Subdivision.

Ring Drive -Saturday 20, 2021 set up a water filling station so that residents in the Briar Creek subdivision.would be able to fill up containers (Manville water supply working on booster pump)

Briar Creek Elementary - Saturday 20,2021 helped unload pallets of bottled water at Blake Manor elementary. For the residents of Briar Creek subdivision.

Inspections

Lagos phase 2 - water mains and services by DD,AB 2-1-21 to 2-5-21.

Lagos Section 4 and 5 - pre construction meeting for sections 4 and 5 by PG,JL gray construction and JT 2-3-21.

Manor Commons 12 a and 12 B - pre construction meeting for sections 12 A and 12 B PG,MM and JT 2-3-21.

Shadowglen section 28 - pressure test water main with JL Gray Construction by DD 2-8-21.

Lagos phase 2 - inspect thrust blocking on fire hydrants and tee's by DD,AB 2-10-21.

Manor Grand apartments on Genome Dr - shut 8" water main down so Tri state construction could cut T and set valve. for meter vault at manor grand apartments by JT,CD 2-23-21.

Lagos phase 2 - pressure test water main by JL Gray Construction by DD 2-24-21.

Lagos Phase 2 - flushed mains and pulled Bac T samples by JL Gray Construction by DD 2-26-21.

Shadowglen section 23 - pressure test water main by JL Gray Construction by DD 2-24-21.

Lagos Phase 2- received Bac T results- came back good by DD 2-27-21.

Wastewater Monthly Report February 2021

For the month of February, the Wastewater Department had 3 service calls, 2 repair jobs, 3 maintenance jobs and 4 inspections.

Service Calls

13405 Constellation-called for locates-located city wastewater main and services marked with green paint by AM 2-1-21.

12833 Ring Drive - sewer clog - left door tag -jetted city side service and cleared will need to call locates to make repairs where city side meets customer side by 2-22-21.

601 North Lexington - sewer clog - unstopped clog and called for locates to make repairs where city side meets customer side by FZ,CDAM 2-24-21.

Repairs

12415 Jamie Dr.- excavated wastewater service where city side meets the customer side city side was good issue was on customer side notified customer by CD,JB,AM 2-3-21.

303 West Browning - made a new wastewater tap and set a new cleanout on property line by FZ,CD,JT 2-8-21.

Maintenance

Presidential Glen Lift station – bad ATS switch and bad batteries replaced by CAT generator 2-1-21.

Bell farms Lift station - filled hydrogen peroxide tank up 250 gallons by JT 2-9-21.

Wilbarger plant-ordered 4,500 gallons of alum for Wilbarger plant to be delivered Tuesday 2-16-21 by JT 2-10-21.

Inspections

Shadowglen section 23 A - with JL Gray construction pressure test mains and vacuum test manholes by DD 2-2-21.

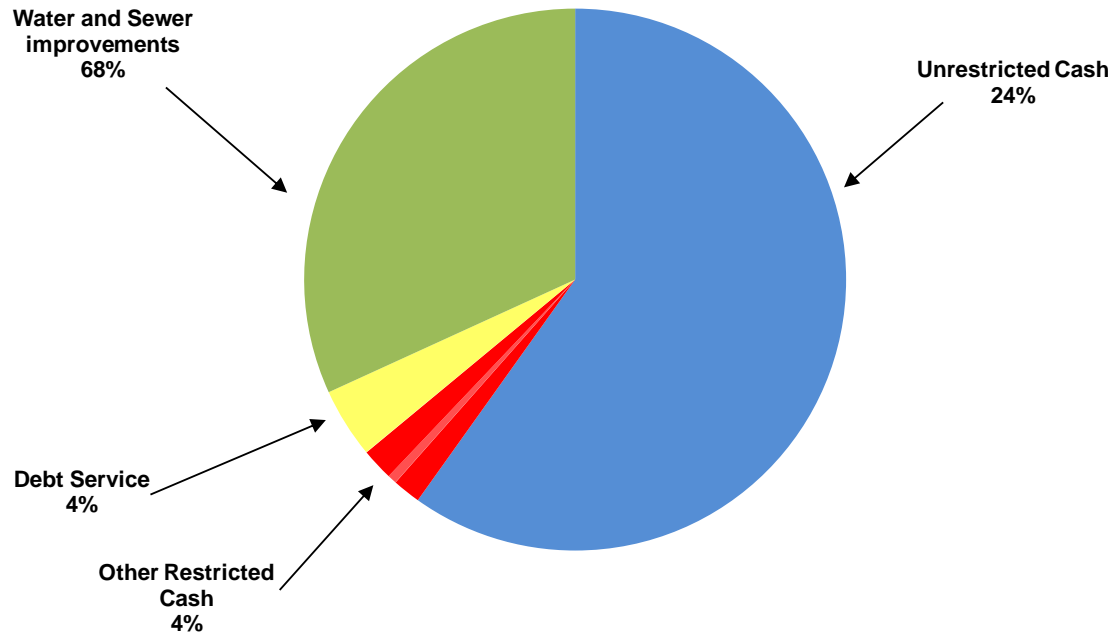
Shadowglen section 23 A - with JL Gray construction pulled mandrels thru wastewater mains by DD 2-2-21.

Manor Heights phase 2 - with JL Gray construction pressure test mains and services, vacuum test manholes by DD 2-4-21.

Shadowglen section 28 - pulled mandrels though manholes and mains with JL construction by DD 2-8-21.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of February, 2021**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$13,591,818	\$ 8,527,264			\$ -	\$ 22,119,083
Restricted:						
Tourism				616,529		616,529
Court security and technology	4,536					4,536
Rose Hill PID				200,562		200,562
Customer Deposits		704,398				704,398
Park	8,933					8,933
Debt service			1,538,414			1,538,414
Capital Projects						
Water and sewer improvements		-		11,758,239		11,758,239
TOTAL CASH AND INVESTMENTS	\$13,605,287	\$ 9,231,662	\$ 1,538,414	\$ 12,575,330	\$ -	\$ 36,950,694



Overview of funds:
 \$206,067.64 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Concept Plan for the Manor Wolf Subdivision, one hundred twenty-five (125) lots and being 50.34 acres, more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

Applicant: BGE, Inc.
Owner: Geraldine & Edward Wolf

BACKGROUND/SUMMARY:

This item has been requested to be pulled by the developer as they have some minor revisions to the Concept Plan they would like to make before it's finally approved.

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council pull this item.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #1 and Improvement Area #2).

BACKGROUND/SUMMARY:

On October 7, 2020, the City Council accepted the petition filed by the owners of property in the Manor Heights Public Improvement District requesting the addition of land to the Manor Heights PID that was created on November 7, 2018. The Developer and the City entered into a Development Agreement on the same date the Manor Heights PID was created with the intent that the Developer would be reimbursed for certain public improvements constructed. The attached resolution is presented to you for consideration to authorize the reimbursement of public improvements to Developer in Improvement Areas #1 and #2.

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

- Resolution 2021-02
- Exhibit A – Reimbursement Agreement

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve Resolution No. 2021-02 approving and authorizing the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #1 and Improvement Area #2).

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

RESOLUTION NO. 2021-02

**A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING
AND AUTHORIZING THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1 AND
IMPROVEMENT AREA #2)**

WHEREAS, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Manor Heights Public Improvement District" (the "District") pursuant to Resolution No. 2018-10 adopted by the Manor City Council (the "City Council") on November 7, 2018; and

WHEREAS, on October 7, 2020, the City authorized additional land be included within the District pursuant to Resolution No. 2020-11; and

WHEREAS, the City entered into a Development Agreement with Sky Village Kimbro Estates LLC ("Sky Village") and RHOF, LLC ("RHOF") that stated the intent and expectation of the parties that the City would reimburse Sky Village and RHOF, or their successors in interest, for the costs of the construction of certain public improvements constructed for the benefit of the District; and

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Delaware corporation ("Forestar") is, for the purposes of the Development Agreement, the successor in interest to the obligations and interests of Sky Village and RHOF under the Development Agreement; and

WHEREAS, in connection with the development of the property within the District and the planned issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)" (the "Bonds"), the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between the City and Forestar; and

WHEREAS, this Resolution and the Reimbursement Agreement approved by it, are in furtherance of the intentions of the parties to the Development Agreement; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of Reimbursement Agreement. The Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #1 and Improvement Area #2) (the "Reimbursement Agreement"), between the City of Manor, Texas and Forestar, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City is hereby authorized and directed to execute and deliver the Reimbursement Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the Reimbursement Agreement may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

[Execution page follows.]

PASSED AND APPROVED on the 17th day of March 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

EXHIBIT A

**MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1 AND
IMPROVEMENT AREA #2)**

**MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2)**

This Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #1 and Improvement Area #2) (this “Reimbursement Agreement”) is executed between the City of Manor, Texas (“City”) and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Owner”) (each individually referred to as a “Party” and collectively as the “Parties”) effective as of _____, 2021.

RECITALS

WHEREAS, on November 7, 2018, the City Council (the “City Council”) authorized the formation of the Manor Heights Public Improvement District (the “District” or “PID”) pursuant to Resolution No. 2018-10 (the “Creation Resolution”) in accordance with the PID Act, covering approximately 599.2 acres of land described in the Creation Resolution (the “District Property”); and

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the “PID Act”) that promote the interests of the City and confer a special benefit on the assessed property within the District; and

WHEREAS, the District Property is contemplated to be developed in phases (“Improvement Areas”) beginning with Improvement Area #1 and Improvement Area #2 as shown on Exhibit "A" attached hereto (“Improvement Area #1” and “Improvement Area #2” respectively), and the Owner intends that certain Authorized Improvements (as defined herein) be constructed over time to serve District Property (or portions thereof); and

WHEREAS, following the approval of the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “PID Financing Agreement”), it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #1 and Improvement Area #2 (the “Improvement Area #1 Improvements”, and the “Improvement Area #2 Improvements”, respectively, both to be further defined in a Service and Assessment Plan (hereinafter defined), each being “Improvement Area Improvements”) and levy assessments against certain District Property within Improvement Area #1 (the “Improvement Area #1”

Assessments”) and Improvement Area #2 (the “Improvement Area #2 Assessments” and together with the Improvement Area #1 Assessments or individually, the “Assessments”) in accordance with the Assessment Roll (as defined herein) attached to a Service and Assessment Plan for the District (as the same may be amended or updated from time to time, the “Service and Assessment Plan”); and

WHEREAS, it is intended that bonds secured by the Improvement Area #1 Assessments and the Improvement Area #2 Assessment (the “PID Bonds”) will be issued to finance a portion of the Actual Costs of, among other things, the Improvement Area #1 Improvements (the Actual Costs of the Improvement Area #1 Improvements being the “Improvement Area #1 Improvements Cost”) and the Improvement Area #2 Improvements (the Actual Costs of the Improvement Area #2 Improvements being the “Improvement Area #2 Improvements Cost”) (each an “Improvements Cost”); and

WHEREAS, the proceeds of the PID Bonds shall be used to reimburse the Owner for Improvements Cost, as such intent was stated in the Development Agreement (as defined herein); and

WHEREAS, the Parties, prior to the outbreak of the COVID-19 pandemic, amended the Development Agreement to provide for among, other things, an option for the issuance of PID Bonds prior to the acceptance of the Improvement Area #1 or Improvement Area #2 Improvements; and

WHEREAS, unforeseen events related to the outbreak of the COVID-19 pandemic have made the exercise of any such option impractical and the City and Owner each have waived their respective rights with respect to such options, and any attempted exercise of such are void and of no effect; and

WHEREAS, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

WHEREAS, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #1 Assessments and the Improvement Area #2 Assessments, including foreclosure sale proceeds, first into segregated funds held by the City for each Improvement Area’s revenues (each an “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that all or a portion of the applicable Improvements Cost shall be paid for with the applicable hereinafter-defined Improvement Area Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as further described pursuant to the PID Financing Agreement; and

WHEREAS, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Definitions. If any of the following defined terms are given a different definition in the PID Financing Agreement and/or the Indenture, then that definition shall govern in the event of a conflict.
 - a. Actual Costs – shall mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.
 - b. Assessment Roll – shall mean one or more assessment rolls for the assessed property within the District, as updated, modified or amended from time to time in accordance with the Service and Assessment Plan.
 - c. Assessments – means either the Improvement Area #1 Assessments or the Improvement Area #2 Assessments, as applicable.
 - d. Authorized Improvements – shall mean any authorized improvement listed in the PID Act.

- e. Improvement Area Reimbursement Obligations – shall mean the Improvement Area #1 Reimbursement Obligation and the Improvement Area #2 Reimbursement Obligation.
 - f. Development Agreement – means that certain Development Agreement, dated effective November 7, 2018, by and between Owner’s predecessors-in-interest (RHOF, LLC and Sky Village Kimbro Estates, LLC) and the City which was subsequently amended by that certain First Amendment dated November 6, 2019, and that certain Second Amendment between the City and the Owner dated October 21, 2020, as may be amended.
 - g. PID Bonds – shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the applicable Improvement Area Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.
 - h. Pledged Revenues – shall mean the sum of (i) revenues from special assessments (including the Improvement Area #1 Assessments and the Improvement Area #2 Assessments) from property owners within the applicable Improvement Area less (a) administrative expenses and (b) delinquent collection costs; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of the PID Bonds.
3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues from a given Improvement Area to be deposited into the applicable Operating Account. After a series of PID Bonds secured by the applicable Pledged Revenues are issued, the City shall cause those Pledged Revenues to be deposited pursuant to the Indenture once executed.
 4. Payment of Improvements Cost. The City shall pay the Improvements Cost pursuant to executed and approved Payment Requests in the manner provided for in the PID Financing Agreement from the applicable Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvements Cost pursuant to executed and approved certifications for payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Bonds issued for that Improvement Area.
 5. Improvement Area Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City in an amount not to exceed \$2,595,000.00 (the “Improvement Area #1 Reimbursement Obligation”) for the Improvement Area #1 Improvements Cost, and in an amount not to exceed \$2,490,000.00 (the “Improvement Area #2 Reimbursement Obligation” and together with the Improvement Area #1

- Reimbursement Obligation or individually, the “Improvement Area Reimbursement Obligation”) in accordance with the terms of this Reimbursement Agreement, and subject to any further limitations as may be contained in the PID Financing Agreement, until December 31, 2051 (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of applicable Improvement Area Improvements Cost in excess of the amount of the Improvement Area #1 Assessments or Improvement Area #2 Assessments, as applicable, collected. The Improvement Area Reimbursement Obligations, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the applicable Operating Account or, if PID Bonds are issued, the Project Fund or the reimbursement fund, as applicable, created by an Indenture. The Improvement Area Reimbursement Obligations are authorized by the PID Act, are hereby approved by the City Council, and represent the total allowable costs to be assessed against Improvement Area #1 for the Improvement Area #1 Improvements and Improvement Area #2 for the Improvement Area #2 Improvements. The interest rate paid to the Owner on the Improvement Area #1 Reimbursement Obligation shall be of 4%, and the interest rate paid to the Owner on the Improvement Area #2 Reimbursement Obligation shall be 4%. The interest rates are hereby approved by the City Council and comply with the PID Act. Interest will accrue on the respective Improvement Area Reimbursement Obligation at the applicable interest rate stated above from the later to occur of: (i) the date that the applicable Assessment is levied by the City or (ii) the date a certificate for payment for the applicable Improvements Cost is approved by the City. Following the issuance of PID Bonds, interest on the applicable Improvement Area Reimbursement Obligation will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.
6. Obligated Payment Sources. The Improvement Area Reimbursement Obligations, plus accrued and unpaid interest as described above, are payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if either Improvement Area Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area Reimbursement Obligations are not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the applicable Improvement Area Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the applicable Operating Account or the reimbursement fund created by an Indenture to pay the applicable Improvement Area Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Tax Assessor-Collector, Assessments (including the foreclosure of liens resulting from the nonpayment of the Assessments or other charges due and owing under the Service and Assessment Plan) and shall not permit a reduction, abatement, or exemption in the Assessments due on any portion of the District Property until (i) the PID Bonds related to that particular portion of the District Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs in accordance with this Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.
8. Process for Payment for the Improvement Area Reimbursement Obligations. The Owner may submit to the City a written request for payment in the form and manner provided for in the PID Financing Agreement (a "Payment Request") of any funds then available in the reimbursement fund created by an Indenture following February 1st of each year. Upon receipt of the Payment Request for any Improvement Area Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owner within thirty (30) days. This process will continue until the applicable Improvement Area Reimbursement Obligation for that Improvement Area and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area Reimbursement Obligation for the applicable Improvement Area in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.
9. Termination. Upon either (i) all payments paid to the Owner under this Reimbursement Agreement equal to the Improvement Area Reimbursement Obligations plus any accrued and unpaid interest, (ii) the PID Bonds being issued for Improvement Area #1 that is equal to the Improvement Area #1 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, and the PID Bonds being issued for Improvement Area #2 that is equal to the Improvement Area #2 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area Reimbursement Obligations, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion

- of the any Improvement Area Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further however that if any Assessments remain due and payable and are uncollected on the Maturity Date for a given Improvement Area, such Assessment, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with that Improvement Area for any outstanding PID Bonds, and then paid to the Owner and applied to the applicable Improvement Area Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds equal more than the Improvement Area Reimbursement Obligations.
10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Owner acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owner acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or the reimbursement fund created by an Indenture to pay the applicable Improvement Area Reimbursement Obligation.
 11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area Reimbursement Obligation associated with that Assessment by a corresponding amount provided, however, any reduction shall never result in a reduction in the amount of any Improvement Area Reimbursement Obligation to be less than zero.
 12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area Improvements.
 13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent

that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Manor
Attn: City Manager
105 East Eggleston Street
Manor, Texas 78653

With a copy to: The Knight Law Firm, LLP
Attn: Paige Saenz/Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

If to Owner: Forestar (USA) Real Estate Group, Inc.
Attn: John Maberry
10700 Pecan Park Blvd. Suite 150
Austin, Texas 78750

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley J. Williams
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture the Indenture shall control.
16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of the Improvement Area Reimbursement Obligations (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Improvement Area Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to

convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Improvement Area Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.

17. Assignment.

- a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the District Property from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement, if then existing, to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned. Until the PID Financing Agreement for the District Property is in effect, Owner may not assign this Reimbursement Agreement under this Section 17(a).
- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.
- e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.
- b. If the Owner is in Default, the City’s sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the reimbursement fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific enforcement.
- c. If the City is in Default, the Owner’s sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with

its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Anti-Boycott Verification, No business with Sanctioned Countries. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

21. Form 1295. If required, Owner shall complete Form 1295 in connection with the Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). If required, the City shall confirm receipt of the Form 1295 once received from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification

number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 shall be provided solely by the Owner; and, neither the City nor its consultants shall have verified such information.

22. Miscellaneous.

- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.
- b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY OF MANOR, TEXAS

By: _____
Name: Dr. Larry Wallace Jr.
Title: Mayor
Date: _____

ATTEST:

By: _____
Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, a Notary Public, on this day personally appeared, Dr. Larry Wallace Jr., Mayor of The City of Manor, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on Next Page]

**FORESTAR (USA) REAL ESTATE GROUP,
INC., a Delaware corporation**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

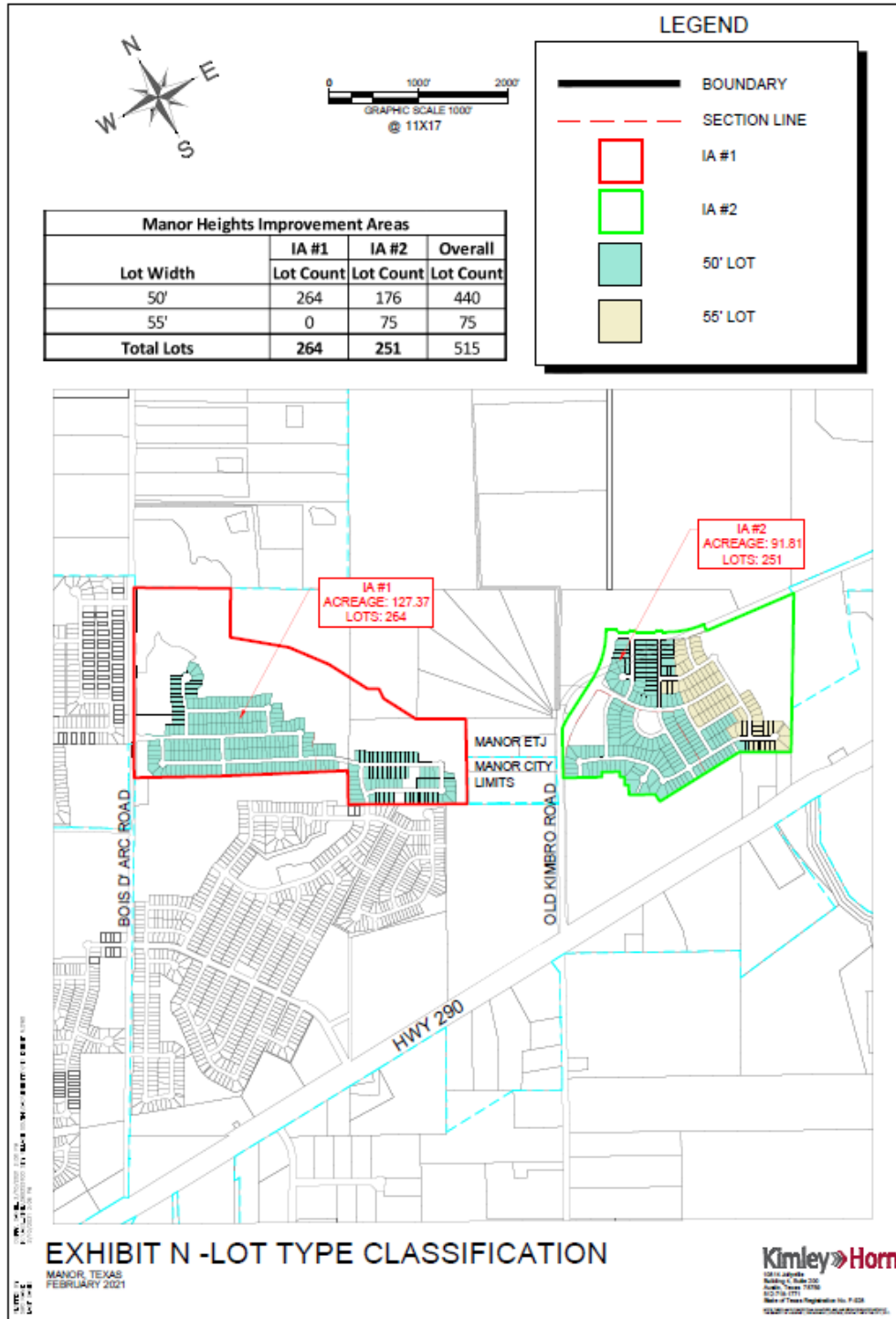
This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, _____, of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

(SEAL)

Name printed or typed
Commission Expires: _____

Exhibit "A" Improvement Areas #1 and #2





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work for George Butler Associates, Inc. for the Manor Pavement Management Program.

BACKGROUND/SUMMARY:

This project includes an initial assessment of the City of Manor’s roadway network by inventorying all City roads for roadway conditions and identifiable deficiencies. The video data collection phase will be followed by database development, establishment of program criteria, deficiency data input, development of a pavement management plan and a final report. Following the initial project year, the plan will be updated for each subsequent year for three years.

The resultant four-year Pavement Management Program will serve as a set of guidance documents for best practices for roadway maintenance and repair. The quantitative computer analysis will provide initial and yearly scoring of each roadway segment. Roadway scores will be used in program progress tracking, planning and for prioritization purposes. Computer database analysis of conditions and deficiencies will be used to develop annual reports that provide the most cost-effective maintenance programming, annual construction project scoping and budgeting.

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

- Statement of Work

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the proposed Statement of Work #3 to the existing Master Services Agreement with George Butler Associates, Inc. for the Pavement Management Program in the amount of \$130,350.00.

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

EXHIBIT A

Statement of Work (SOW) No. 3 TO MASTER SERVICES AGREEMENT

Statement of Work No. 3 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Professional Engineering Services for development and updating of the Manor Pavement Management Program including, initial data collection, database development, program criteria, deficiency data input, pavement management plan, final report and three (3) annual plan updates.

SCOPE OF SERVICES:

TASK 1: DATA COLLECTION

Data collection of Manor roadway network (comprised of approximately 80 Lane Miles) using video technology, data processing, and pavement deficiency identification.

TASK 2: PROJECT MANAGEMENT AND PROGRAM DEVELOPMENT

SUBTASK 1: Project Management

SUBTASK 2: Database Development: database development for all roadway segments to develop full asset network.

SUBTASK 3: Program Criteria Development: Conduct meeting with City staff regarding development of the maintenance strategies and criteria for program items, maintenance priorities, improvement strategies, maintenance unit costs, and strategy thresholds.

SUBTASK 4: Deficiency Data Input: Input of pavement deficiency data collected during Task 1 for all sample segments.

SUBTASK 5: Pavement Management Plan (PMP): Employ database and software processes to develop the initial pavement maintenance strategies based on the network-wide ratings.

SUBTASK 6: PMP Review: Following development of the initial maintenance program, meet with City staff to review the plan and to determine if there are any city-requested modifications to the plan.

SUBTASK 7: Development of first and multi-year maintenance plans: Following coordination with City Staff and integration and modifications based on any requests, the initial baseline maintenance program and multi-year programs will be developed, including budgetary costs.



JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

1500 County Road 269
Leander, TX 78641

Item 6.

PO Box 2029
Leander, TX 78646-2029

SUBTASK 8: Development and submittal of final report including associated graphs, graphics, GIS shapefiles.

TASK 3: ANNUAL PROGRAM UPDATE (3)

Annual program update for years 2-4 including: data collection, project management, database update, deficiency input, PMP update/review, maintenance plan update and report amendment.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Easement/ROW acquisition services.
2. Topographic or boundary surveys, easement surveys and field notes/descriptions.
3. Geotechnical testing or design, and soils testing services.
4. Traffic counts or analysis.
5. Design or survey services for improvements.
6. Site development plans.
7. Permitting, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
8. Inspection or testing services.
9. Construction phase services.
10. Any designs or reports not specifically listed.
11. Additional meetings and site visits not specifically listed.
12. Any construction administration services.
13. Any other service not specifically listed.

COMPENSATION:

TASK 1 FEE: \$11,000
 TASK 2 FEE: \$56,350
 TASK 3 FEE: \$21,000/EA

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: _____

Date: _____

Date: 3/10/2020

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an ordinance amending the Code of Ordinances to formally create the Budget Committee.

BACKGROUND/SUMMARY:

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

- Ordinance No. 607

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Ordinance No. 607 to formally create the Budget Committee.

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

ORDINANCE NO. 607

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES TO FORMALLY CREATE THE BUDGET COMMITTEE; PROVIDING FOR MEMBERS OF THE COMMITTEE AND ITS PURPOSE; PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas finds that it is reasonable and necessary formally to establish a Budget Committee to perform the functions set forth herein;

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. Budget Committee Established. Article 1.05 of the City of Manor Code of Ordinances is hereby amended to add Division 6, entitled “Budget Committee”, to read as follows:

Sec. 1.05.110. – Purpose

The Manor Budget Committee is hereby established. The purpose of the Manor Budget Committee is to provide a venue for added dialogue in the budgetary planning processes and financial allocations of the City. The Committee will participate in the development of the annual budget and shall review and clarify anticipated expenditures and revenues. The Committee shall meet according to the schedule determined by the Committee and shall report its recommendations back to the City Council. The City Council may give additional direction and duties to the Committee from time to time.

Sec. 1.05.111. – Membership

The Committee shall be composed of five members as follows: three Council members appointed by the City Council, the City Manager, and the City Finance Director.

Section 3. Amendment of Ordinances. The City of Manor Code of Ordinances is hereby amended as provided herein. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

Section 4. 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

ORDINANCE NO. 607

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 5. 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 on this 17th day of March 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 17, 2021
PREPARED BY: Tracey Vasquez, HR Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Postponed Item: Consideration, discussion, and possible action on an amendment to the City Manager’s Contract.

BACKGROUND/SUMMARY:

This item was postponed at the March 3, 2021 Regular Council Meeting.

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

- City Manager’s Amended Contract

STAFF RECOMMENDATION:

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