



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

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## City Council Called Special Session

Monday, February 06, 2023 at 7:00 PM

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

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### AGENDA

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

- A.** Declaring the month of February, as “*Black History Month*”
- B.** Declaring Friday, February 3, 2023, as “*National Wear Red Day*”

**PUBLIC COMMENTS**

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

**REPORTS**

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

- A. 2023 Winter Storm Update**  
*Submitted by: Mayor Harvey*

**CONSENT AGENDA**

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

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

- **January 18, 2023, City Council Regular Meeting; and**
- **January 25, 2023, City Council Workshop**

- 2.** **Second and Final Reading:** **Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).**  
*Applicant: Mahoney Engineering*  
*Owner: River City Partners Ltd.*  
*Submitted by: Scott Dunlop, Development Services Director*

## **REGULAR AGENDA**

- 3.** **Consideration, discussion, and possible action on an ordinance adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to recognize the changes to the city council rules of procedure; and providing for related matters.**

*Submitted by: Scott Moore, City Manager*

- 4.** **Second and Final Reading:** **Consideration, discussion, and possible action on an ordinance granting Texas Community Propane Inc. the right, privilege and franchise to use streets, alleys and thoroughfares to operate and maintain a propane distribution system in the City of Manor.**

*Submitted by: Scott Moore, City Manager*

- 5.** **Consideration, discussion, and possible action on a Resolution accepting the voluntary petition for annexation of 22.78 acres of land, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits.**

*Submitted by: Scott Dunlop, Development Services Director*

- 6.** **Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning 2.491 acres being a portion of street right-of-way commonly known as San Marcos Street, a portion of street right-of-way commonly known as E. Lane Avenue, a portion of street right-of-way commonly known as Rector Street, a 20' alley crossing Block 17, a 20' alley crossing Block 18, and a 20' alley crossing Blocks 19 and 20, of the A.E. Lane Addition and authorizing conveyance to abutting property owners in proportion to abutting ownership by Special Warranty Deed.**

*Submitted by: Scott Dunlop, Development Services Director*

- 7.** **Consideration, discussion, and possible action on initiating Community Internship Partnership Program opportunities Manor Independent School District and Travis County.**

*Submitted by: Scott Moore, City Manager*

**8. Consideration, discussion, and possible action on authorizing a letter of support to Texas Department of Transportation.**

*Submitted by: Scott Moore, City Manager*

**EXECUTIVE SESSION**

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

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Apartments;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding release of a portion of City's water CCN;*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the sale of a remnant portion of City property; and*
- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding property on Ring Road.*

**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.

**9. Consideration, discussion, and possible action on the First Amendment to the Development Agreement for the Manor Apartments Development.**

*Submitted by: Scott Dunlop, Development Services Director*

**10. Consideration, discussion, and possible action on a Resolution of No Objection to an Affordable Housing tax exemption for Manor Apartments at Gregg Manor Road.**

*Submitted by: Scott Dunlop, Development Services Director*

**ADJOURNMENT**

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

### **CONFLICT OF INTEREST**

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

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

### **POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, February 3, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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/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 72 hours prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail [lalmaraz@manortx.gov](mailto:lalmaraz@manortx.gov)





## PROCLAMATION

**WHEREAS**, During Black History Month, we celebrate the many achievements and contributions that people of African descent have made to our country; and

**WHEREAS**, the observance of Black History Month calls our Nation's attention to the continued need to battle racism and to build a society that lives up to its democratic ideals; and

**WHEREAS**, we recognize this year's Black History Month theme of "Black Resistance: Building Bridges and Navigating Barriers," and

**WHEREAS**, we now acknowledge the power of history to provide an understanding of the past that can help transform our present; and

**WHEREAS**, we celebrate the programs throughout the month that focus on identifying resistance based on individual and collective lived experiences; and

**WHEREAS**, today, we celebrate and affirm the importance of Black Resistance: Building Bridges and Navigating Barriers to our community, throughout our state and nation.

**NOW, THEREFORE**, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of February 2023 as:

### "Black History Month"

in the City of Manor and urge all citizens to observe this month with appropriate programs, activities and reflections and to continue our efforts to create a world that is more just, equitable and prosperous for all.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 6<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor



## PROCLAMATION

**Whereas**, National Wear Red Day is supported by the American Heart Association and celebrated in conjunction with national heart health month; and

**Whereas**, Cardiovascular diseases are the number one killer of women in the U.S.; and

**Whereas**, cardiovascular diseases kill 1 in 3 women, but about eighty percent of cardiac events can be prevented through education and lifestyle changes; and

**Whereas**, all women are encouraged to move more, eat smart and manage blood pressure to reduce their risk of cardiovascular disease; and

**Whereas**, the American Heart Association's Go Red for Women® movement motivates women to learn their family history and to meet with a healthcare provider to determine their risk for cardiovascular diseases and stroke; and

**Whereas**, as the trusted, passionate and relevant force for change to eradicate heart disease and stroke in women, the American Heart Association's Go Red for Women® remains steadfast and committed to meeting the comprehensive health needs of women – at every life stage.

**Now, Therefore**, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim Friday, February 3, 2023, as:

### “NATIONAL WEAR RED DAY”

in the City of Manor and urge all citizens to show their support for women and the fight against heart disease by commemorating this day by wearing the color red. By increasing awareness, speaking out about heart disease, and empowering women to reduce their risk for cardiovascular diseases, we can save thousands of lives each year.

**In Witness Whereof**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 6<sup>th</sup> day of February 2023.

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Dr. Christopher Harvey, Mayor  
City of Manor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

- January 18, 2023, City Council Regular Meeting; and
- January 25, 2023, City Council Workshop

### BACKGROUND/SUMMARY:

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- January 18, 2023, City Council Regular Meeting; and
- January 25, 2023, City Council Workshop

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the City Council Minutes of the January 18, 2023, City Council Regular Meeting; and January 25, 2023, City Council Workshop

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



**CITY COUNCIL  
REGULAR SESSION MINUTES  
JANUARY 18, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Dunlop, Development Services Director  
Ryan Phipps, Chief of Police  
Denver Collins, Assistant Chief of Police  
Lydia Collins, Finance Director  
Matthew Woodard, Public Works Director  
Phil Green, IT Director  
Tracey Vasquez, HR Manager  
Veronica Rivera, Assistant City Attorney  
Frank T. Phelan, P.E., City Engineer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:04 p.m. on Wednesday, January 18, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his thoughts regarding the city operating as a Council-Manager form of government vs a City Council managed enterprise. Mr. Battaile stated that the city did not have anything to show for its 150<sup>th</sup> celebration and he would like for the city to rise as a big city.

No one else appeared at this time.

## PUBLIC HEARINGS

### **1. Conduct a public hearing on a Rezoning Application for one (1) lot on .264 acres, more or less, and being located at 101 W. Boyce, Manor, TX from Neighborhood Business (NB) to Downtown Business (DB).**

*Applicant: Jiwon Jung; Owner: Buildblock*

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in regard to the lack of communication between the P&Z Commission and the City Council. He suggested for the item to be postpone if the developer was not in attendance. He expressed his frustration regarding the downtown area proposed developments.

Development Services Director Dunlop discussed the proposed rezoning application. He stated that the P&Z Commission postpone the action on the item and had requested additional information from the developer.

Discussion was held regarding the type of businesses that would be added to the development.

Discussion was held regarding the types of regulations allowed in the downtown area.

Discussion was held regarding the Downtown business district current regulations.

Discussion was held regarding the impact on residents within the area.

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

There was no further discussion.

**Motion to close carried 6-0**

**2. Conduct a public hearing on a Rezoning Application for one (1) lot on .396 acres, more or less, and being located at 107 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).**

*Applicant: Jiwon Jung; Owner: Buildblock*

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and proposed a different type of use for the downtown district area. He suggested for the area to be renamed and called Old Manor. He stated that Old Manor shouldn't have any buildings that are more than two (2) stories in height. He opposed to the type of density that was being requested. He briefly discussed the developer's background and his disagreement with the Comprehensive Plan for the downtown area.

Development Services Director Dunlop discussed the proposed rezoning application. He stated that the P&Z Commission postpone the action on the item and had requested additional information from the developer.

Discussion was held regarding the renaming of the downtown district area due to the legislative changes in 2017 and 2019.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to close the Public Hearing.

Discussion was held regarding clarification of the proposed development.

Discussion was held regarding road and parking improvements.

Discussion was held regarding traffic analysis.

There was no further discussion.

**Motion to close carried 6-0**

**3. Conduct a public hearing on a Rezoning Application for one (1) lot on .165 acres, more or less, and being located at 108 W. Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).**

*Applicant: Jiwon Jung; Owner: Buildblock*

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

Mayor Harvey opened the public hearing.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in regard to infrastructure. He briefly discussed the Comprehensive Plan and spoke in opposition to the letter of intent for rezoning.

Development Services Director Dunlop discussed the proposed rezoning application. He stated that the P&Z Commission postpone the action on the item and had requested additional information from the developer.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 6-0**

**4. Conduct a public hearing on a Rezoning Application for one (1) lot on .677 acres, more or less, and being located at 10905 E US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).**

*Applicant: Mahoney Engineering; Owner: River City Partners Ltd.*

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed rezoning application.

Discussion was held regarding the current user regulations.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 6-0**

At the request of Mayor Harvey, Item No. 6 was pulled from the Consent Agenda and considered separately.

**CONSENT AGENDA**

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

- January 4, 2023, City Council Workshop; and
- January 4, 2023, City Council Regular Meeting



**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Council Member Wallace to approve the Consent Agenda.

There was no further discussion.

**Motion to approve carried 6-0**

## **REGULAR AGENDA**

### **6. Consideration, discussion, and possible action on the acceptance of the December 2022 Departmental Reports.**

- **Economic Development – Scott Jones, Economic Development Director**
- **Development Services – Scott Dunlop, Development Services Director**
- **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
- **Police – Ryan Phipps, Chief of Police**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Matthew Woodard, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**
- **Human Resources – Tracey Vasquez, HR Manager**
- **IT – Phil Green, IT Director**
- **Administration – Lluvia T. Almaraz, City Secretary**
- **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
- **Manor Cemetery – Nora Sanchez, MC Manager**

Chief Phipps explained the new Police Department's monthly report and asked for Council's feedback on any new information they would like for him to include on future reports.

Discussion was held regarding the PD's response time.

Discussion was held regarding the DWI report.

Discussion was held regarding the total of crashes within the city.

Discussion was held regarding clarification on the total calls of service within the city.

Chief Phipps informed council of the new hired Animal Control Officer. He also stated that Manor PD was working with the county on a proposed agreement for sheltering animals at the county's shelter.

Discussion was held regarding the need of a future animal facility for Manor.

Mayor Harvey thanked Chief Phipps for the hard work on filling the Animal Control Position.

Mayor Harvey thanked City Manager, City Staff, Mayor Pro Tem and sponsors for organizing the celebration of the first MLK Day city's event.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve Item No. 6.

Discussion was held regarding the Manor ESD 12 response time.

Discussion was held regarding the cemetery's upkeep on the perimeter section.

There was no further discussion.

**Motion to approve carried 6-0**

**7. Consideration, discussion, and possible action on a resolution to conduct a public hearing on the Land Use Assumptions Map and proposed Capital Improvement Projects recommended by the Advisory Committee.**

The city staff recommended that the City Council approve Resolution No. 2023-01 to conduct a public hearing for the Land Use Assumptions Map and proposed Capital Improvement Projects.

City Engineer Phelan discussed the proposed resolution to conduct the public hearing of the Land Use Assumptions Map and proposed Capital Improvement Projects.

Resolution No. 2023-01: A Resolution of The City of Manor, Texas, Setting a Public Hearing Date on the Land Use Assumptions and Capital Improvement Projects of the Community Impact Fee; and Providing Open Meetings and Other Related Matters.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Resolution No. 2023-01 to conduct a public hearing for the Land Use Assumptions Map and proposed Capital Improvement

There was no further discussion.

**Motion to approve carried 6-0**

At the request of Mayor Harvey Item Nos 8, 9 and 10 were conducted in one motion.

**8. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .264 acres, more or less, and being located at 101 W Boyce, Manor, TX from Neighborhood Business (NB) to Downtown Business (DB).**

*Applicant: Jiwon Jung; Owner: Buildblock*

**9. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .396 acres, more or less, and being located at 107 W Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).**

*Applicant: Jiwon Jung; Owner: Buildblock*

**10. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .165 acres, more or less, and being located at 108 W Boyce, Manor, TX from Single Family Suburban (SF-1) to Downtown (DB).**

The city staff recommended that the City Council postpone item 8, 9, and 10 to the February 15, 2023, Regular Council meeting to give Planning and Zoning Commission additional time to receive input from the developer.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to postpone Item Nos 8, 9 and 10 to the February 15, 2023, Regular Council Meeting.

Discussion was held regarding clarification on the communication from Council to developer.

There was no further discussion.

**Motion to approve postponement carried 6-0**

**11. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).**

The city staff recommended that the City Council approve the first reading of an ordinance rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E. US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Commercial (C-1) To Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve first reading of an ordinance rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E. US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).

There was no further discussion.

**Motion to approve carried 6-0**

**12. Consideration, discussion, and possible action on a lease contract for the funding of city vehicles and equipment.**

The city staff recommended that the City Council award a lease contract to Frontier Bank and authorize the City Manager, to execute the contract after legal review.

Director of Finance Collins discussed the proposed lease contract for the funding of city vehicles and equipment.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill, to award a lease contract to Frontier Bank and authorize the City Manager, to execute the contract after legal review.

Discussion was held regarding the proposed interest rate and the impact on next years budget.

There was no further discussion.

**Motion to approve carried 6-0**

**13. Consideration, discussion, and possible action on the Purchase Contract with William R. Leake for a wastewater easement with temporary construction easement.**

The city staff recommended that the City Council approve the purchase contract with William R. Leake for a wastewater easement with temporary construction easement.

City Manager Moore discussed the proposed purchase contract with William R. Leake for a wastewater easement.

City Engineer Phelan verified that the contract was for the extension of the wastewater line project and he would be providing change orders to Council for approval on a later date.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve the purchase contract with William R. Leake for a wastewater easement with temporary construction easement.

There was no further discussion.

**Motion to approve carried 6-0**

**14. Consideration, discussion, and possible action on an ordinance adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to recognize the changes to the city council rules of procedure; and providing for related matters.**

The city staff recommended that the City Council approve Ordinance No. 686 adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to recognize the changes to the city council rules of procedure; and providing for related matters.

Robert Battaile 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card and expressed his frustration and insults to the City Council. Mayor Harvey informed Mr. Battaile that the Council would no longer take his abuse and that he needed to stay on the agenda topic of discussion only when called upon an item. Mayor Harvey gave Mr. Battaile his first warning.

Mr. Battaile stated he would like for the city to be all inclusive on the prayer policy.

**MOTION:** Upon a motion made by Council Member Deja Hill and seconded by Mayor Pro Tem Emily Hill to approve Ordinance No. 686 adopting a policy and procedure for legislative prayer presentations; amending the city council rules of procedure to add legislative prayer in 7.01, correcting the reference to state law in 3.15 and 7.04, updating the cover page to reflect this ordinance, and revising the footer to reflect the document title; amending section 1.04.002 of the manor code of ordinances to recognize the changes to the city council rules of procedure; and providing for related matters with questions and discussion.

Discussion was held regarding other city's policies regarding the legislative prayer.

Discussion was held regarding revisions to the proposed policy.

Discussion was held regarding the time limit for the prayer.

Discussion was held regarding the clarification on who would be conducting the invocation.

Discussion was held regarding the revision to policy to state City of Manor Religious leaders would qualify and that City Council would have an option to recommend leaders for the invocation.

Assistant City Attorney Rivera asked Council to give legal staff the opportunity to review the proposed changes to the policy as discussed before final approval.

**MOTION:** Upon a substitute motion made by Council Member Deja Hill and seconded by Mayor Pro Tem Emily Hill to postpone item until February 1, 2023, City Council Regular Meeting to allow legal to revised policy.

There was no further discussion.

### **Motion to approve postponement carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:41 p.m. on Wednesday, January 18, 2023, in accordance with the requirements of the Open Meetings Law.

### **EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the EPCOR Wholesale Water Agreement; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Apartments; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Springs; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding property on Ring Road; and Section 551.071, Texas Government Code, and Section 1.05, Texas Professional Rules of Disciplinary Conduct to consult with legal counsel regarding termination of a license agreement* at 8:41 p.m. on Wednesday, January 18, 2023.

The Executive Session was adjourned at 11:18 p.m. on Wednesday, January 18, 2023.

### **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 11:18 p.m. on Wednesday, January 18, 2023.

### **15. Consideration, discussion, and possible action on the Second Amendment to the Earnest Money Contract for the purchase of property located on Ring Road.**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Deja Hill to approve the Second Amendment to the Earnest Money Contract for the purchase of property located on Ring Road and authorized the City Manager to execute the Second Amendment extending the closing date until the restrictions were taken care of.

There was no further discussion.

### **Motion to approve carried 6-0**

There was no further action taken.

### **ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 11:19 p.m. on Wednesday, January 18, 2023.

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of February 2023. *(Audio recording archived)*

**APPROVED:**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes





**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
JANUARY 25, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1  
Anne Weir, Place 2  
Maria Amezcua, Place 3 (Absent)  
Sonia Wallace, Place 4  
Aaron Moreno, Place 5  
Deja Hill, Place 6 (Arrived at 4:55 p.m.)

**CITY STAFF:**

Scott Moore, City Manager  
Lluvia T. Almaraz, City Secretary  
Lydia Collins, Director of Finance  
Scott Dunlop, Development Services Director  
Debbie Charbonneau, Heritage and Tourism Manager  
Scott Jones, Economic Development Director  
Michael Pachnick, IT Tech

**WORKSHOP SESSION – 4:30 P.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 4:38 p.m. on Wednesday, January 25, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston Street, Unit A, Manor, Texas submitted a speaker card and expressed his feelings regarding the MLK Event and Confederate Army Monument at Manor's Cemetery. Mayor Harvey requested for Mr. Battaile to be escorted out of the meeting by Manor PD due to his racial verbal abuse towards City Council.

Mayor Harvey apologized to the City Council and stated they did not have to go through the abuse and that the Chambers should be a safe place to all and meeting protocols would be followed.

No one else appeared to speak at this time.

At the request of Mayor Harvey Item No. 2 was presented next.

## REGULAR AGENDA

### 2. Presentation and Discussion Community and Economic Development

Economic Development Director Jones discussed the attached PowerPoint presentation.

Topic of discussion:

- Key Ingredients to Building a Stronger Community
- In-Progress and Planned Developments
- Residential In-Progress and Planned Development
- Commercial In-Progress and Planned Development
- Industrial In-Progress and Planned Development
- Educational In-Progress and Planned Development
- Opportunities

Heritage and Tourism Manager Charbonneau discussed the attached PowerPoint presentation.

Topic of discussion:

- Rental Assistance Program
- Rental Assistance Program Guidelines

- Funding
- Eligibility
- Application Process

## **1. Presentation and Discussion on the Transportation Plan**

City Manager Moore introduced Mr. Sellers with TRIPP Consulting to the City Council.

Scott Sellers with Transit Ridesharing Inclusive Public Private Partnership (TRIPPP) Consulting introduced himself and his team Rick Koch, Brian McDougal, and Jose Borjon. Mr. Sellers discussed the attached PowerPoint presentation.

Topic of discussion:

- Sales Tax Reauthorization & Transportation Strategy
- Public Transportation Vision for Manor
- Obstacles to achieve Vision
- Support of vision of public transportation
- Achieving the vision within next five years
- Identifying Council and Citizen Priorities
- Establishing Funding Priorities
- Current cost for ride users
- Five-year Strategy
- Federal Funding
- TRIPP Pilot
- Estimated Annual Budget

There was no further discussion and no action taken.

## **ADJOURNMENT**

The Workshop Session of the Manor City Council Adjourned at 6:25 p.m. on Wednesday, January 25, 2023.

**City Council Workshop Minutes  
January 25, 2023**

These minutes approved by the Manor City Council on the 1<sup>st</sup> day of February 2023. *(Audio recording archived)*

**APPROVED:**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes



# City of Manor Community and Economic Development Strategic Initiative

---

*Scott Jones*



# Key Ingredients to Building a Stronger Community

Item 1.

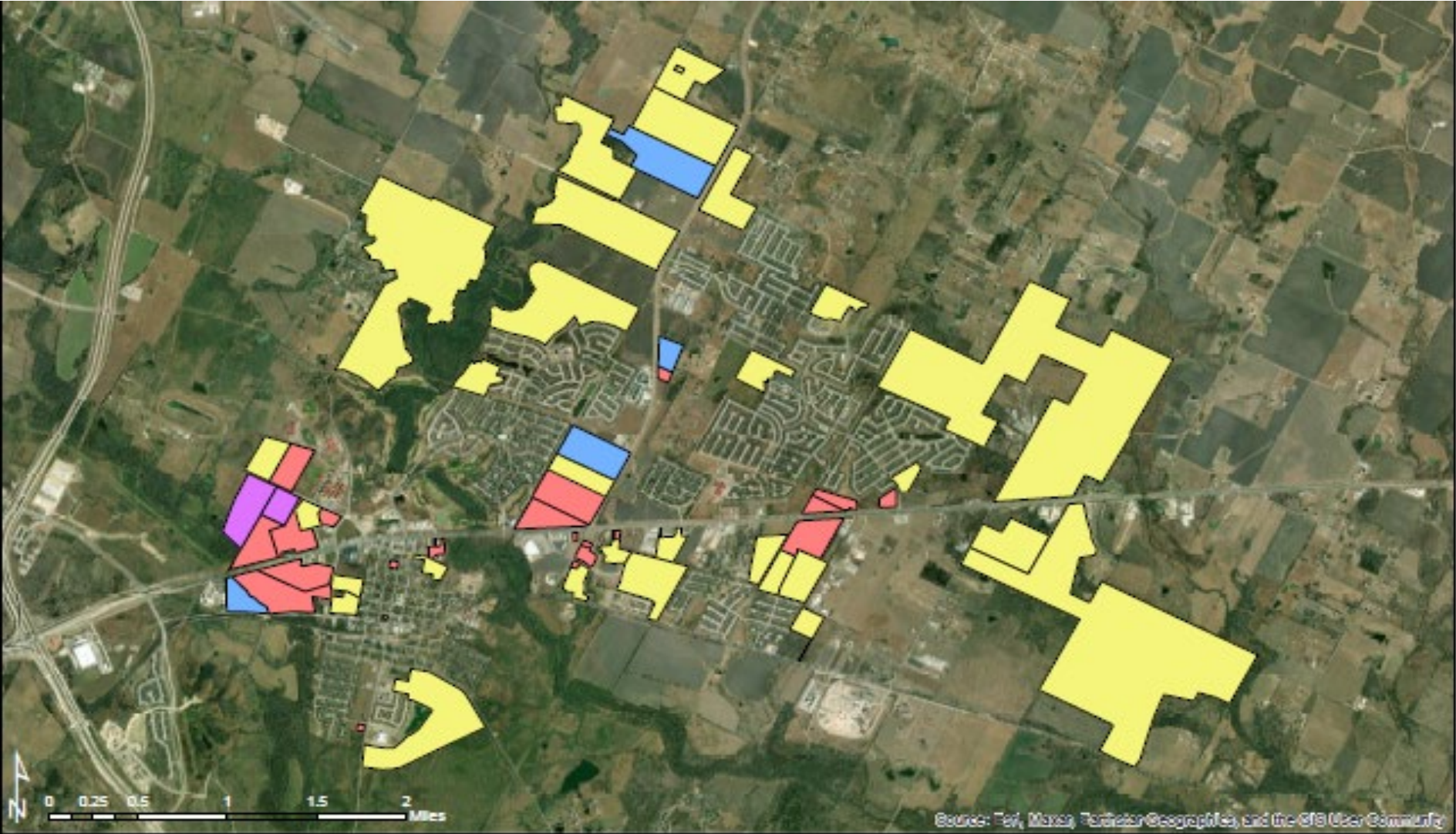
Future Growth Areas / 2050 Comprehensive Plan

Capital Investments / Planning / Needs Assessment

Partnerships – Chamber of Commerce, MISD, TXDOT, Travis County, Faith Based Community







*In-Progress and Planned  
Developments*

- Residential
- Commercial
- Industrial
- Educational





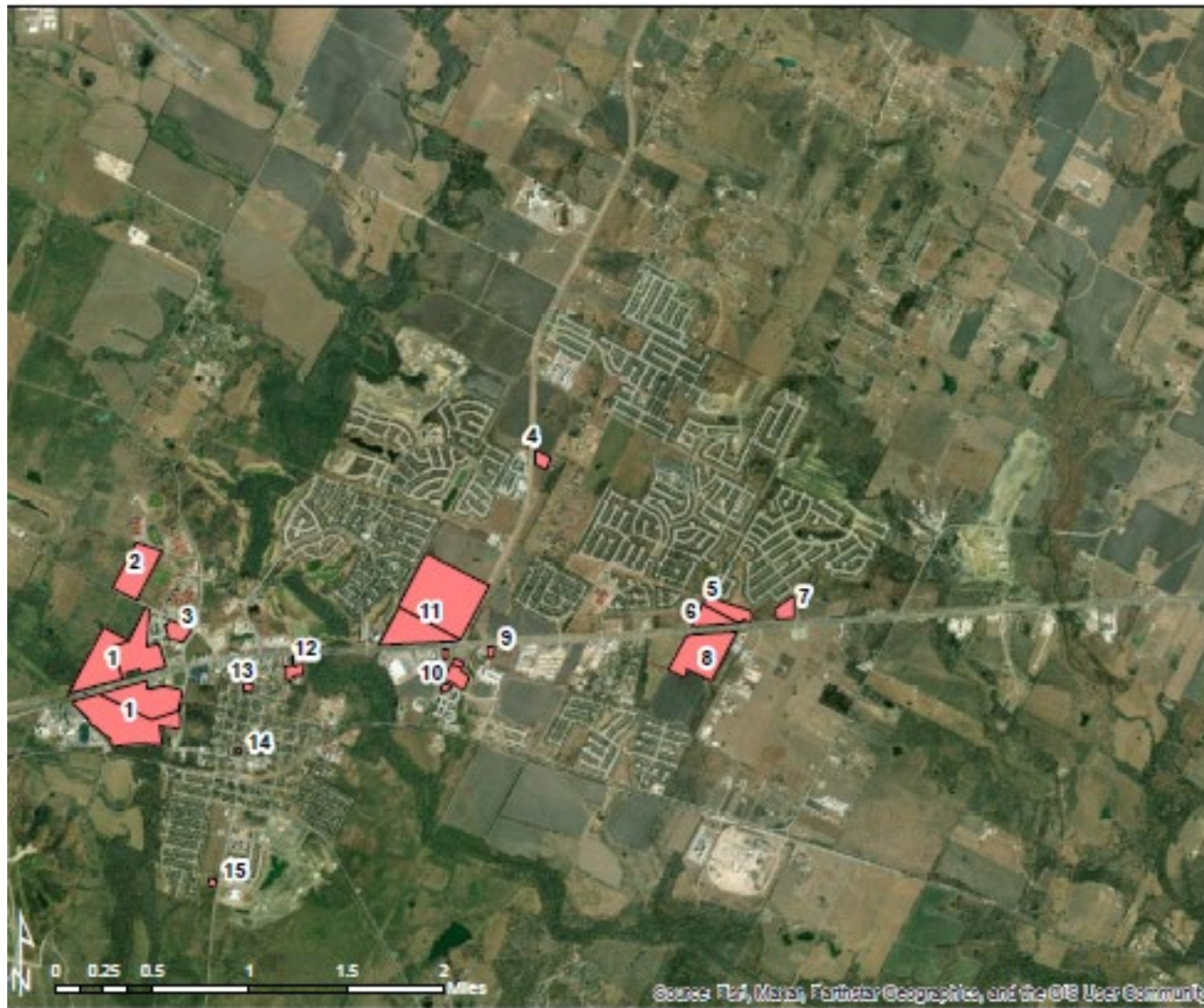
- 1. Hill Lane Apartments: 350 MF Units
- 2. Shadowglen Phases 2 & 3: 1,500 SF Units (3,000 total)
- 3. Monarch Ranch: 400 SF Units
- 4. New Haven: 272 SF Units
- 5. Mustang Valley: 380 SF Units
- 6. Palomino: 234 Two-Family Units
- 7. Presidential Heights Phase 6: 126 SF Units (600 total)
- 8. Presidential Meadows Phases 17 & 18: 170 SF Units (1,600 total)
- 9. Manor Heights (Carlton): 1,500 SF and Townhome Units
- 10. Presidential Glen Townhomes: 90 TH Units
- 11. Amavi Townhomes: 335 TH Units
- 12. Manor Springs: 3,900 SF, TH, MF Units
- 13. Old Hwy 20 Townhomes: 130 TH Units
- 14. Ginsel Tract Townhomes: 300-360 TH Units
- 15. Ginsel Tract Multifamily: 450-500 MF Units
- 16. Landmark Multifamily: 600 MF Units
- 17. Village at Manor Commons: 375 SF Units
- 18. View at Manor Apartments: 600 MF Units
- 19. Downtown Townhomes: 100 TH Units
- 20. Lagos Manor: 500 SF Units
- 21. Manor Apartments: 268 MF Units
- 22. DB&B Apartments: 200 MF Units



*Residential In-Progress  
and Planned Developments*

 Residential





1. Las Entradas North and South
2. St. Joseph Catholic Church
3. Hotels
4. Gas Station and Flex Commercial Space
5. Presidential Glen Storage Units
6. MinMax Travel Center
7. Gas Station
8. Ginsel Tract Commercial
9. Rapid Express Car Wash
10. La Mexicana Market, North Forest Office, Holiday Inn Express, Vet Clinic, Sherwin Williams
11. Manor Crossing Shopping Center
12. Manor Village Commercial
13. 709 N. Lexington Restaurant
14. 109 N. Lexington Mixed-Use
15. The Lex Commercial Flex

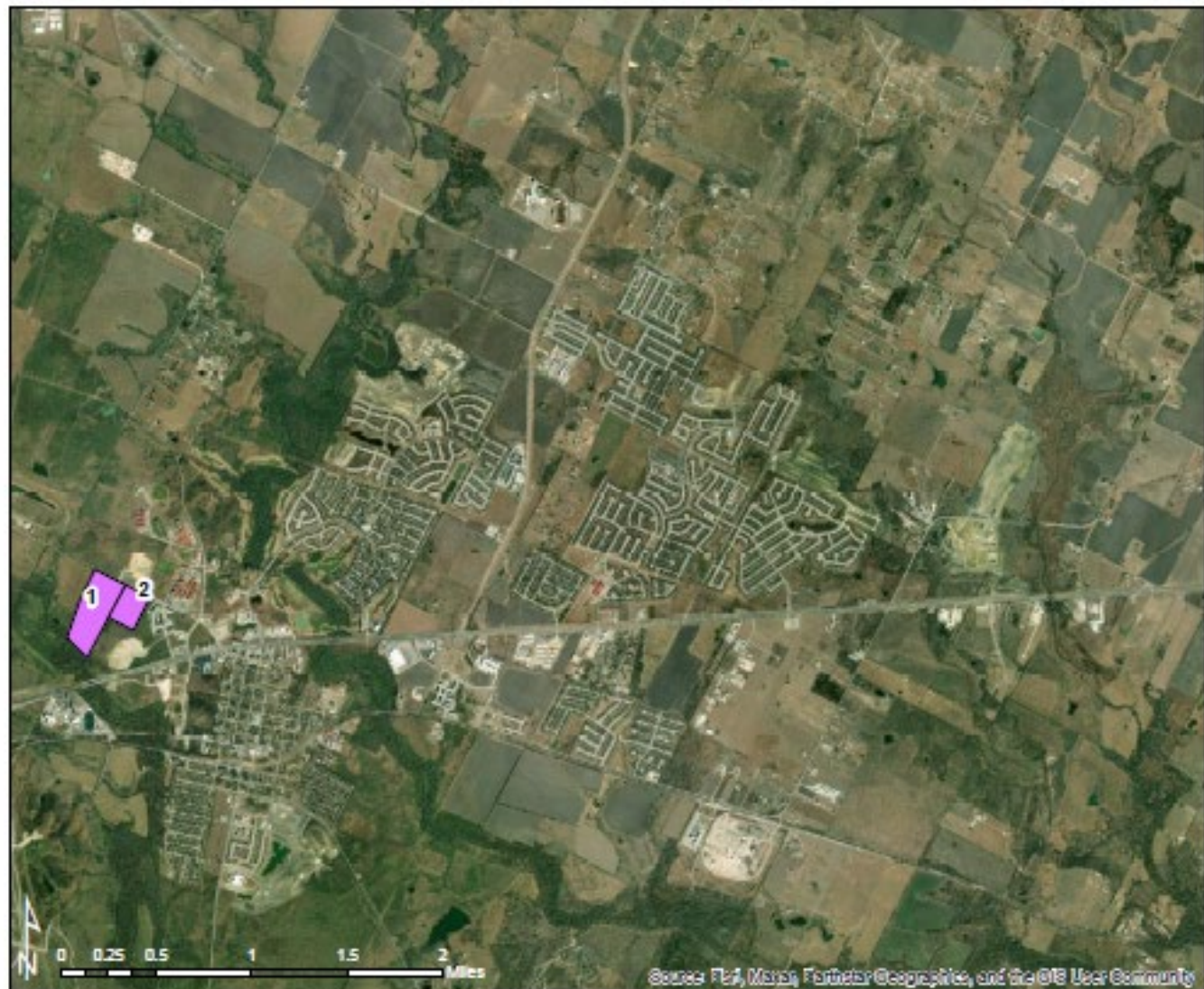
Item 1.



## Commercial In-Progress and Planned Developments

Commercial





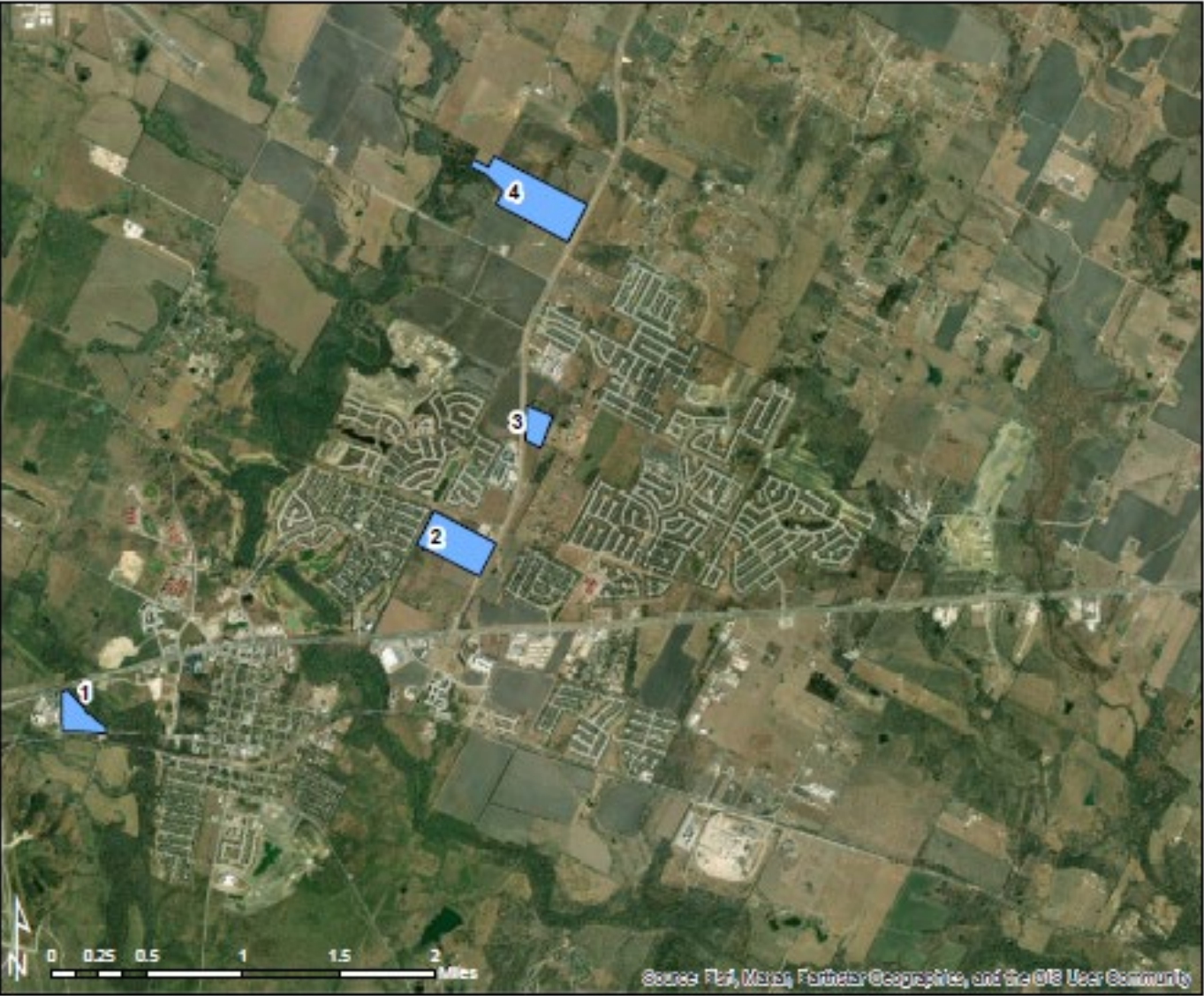
- 1. Whole Foods Cold Storage  
Dist. - 136,000 sf and  
196,000 sf Spec Industrial
- 2. Two 150,000 sf Warehouses



*Industrial In-Progress  
and Planned Developments*

 Industrial






- 1. New Tech HS/MS Indoor Practice Facility
- 2. K-8 District Campus (900-1,100 Students)
- 3. Compass Rose Charter School (1,200 students upon Phase 3)
- 4. Senior HS Early College, Sports Complex, Indoor Practice Facility



*Educational In-Progress  
and Planned Developments*

 Educational

# Opportunities

Land Acquisition Opportunities

Downtown Redevelopment

Manor Commercial Park / Future Land Uses

City Facility Expansions and Development

Potential Funding Sources and Development Authorities

# Questions?





# RENTAL ASSISTANCE PROGRAM

DEBBIE CHARBONNEAU

CITY OF MANOR COMMUNITY  
DEVELOPMENT DEPARTMENT



# RENTAL ASSISTANCE PROGRAM GUIDELINES

- The City of Manor “City” through its Manor City Council, “Council” is providing rental assistance for up to 12 months for eligible brick and mortar small business that choose to locate in Manor. Additionally, the “Council,” may provide assistance for existing small brick and mortar businesses to expand their gross rentable space. In every case, the Council as well as the City reserves the right to deny applicants at its sole discretion.



- **FUNDING** is subject to availability of resources and to the applicant business's potential to strengthen, compliment the diversity of the existing business makeup, as determined solely at the discretion of the Council and City.



- **NON-PROFIT BUSINESSES/ORGANIZATIONS FOOD TRUCKS AND HOME-BASED BUSINESSES ARE NOT ELIGIBLE FOR CONSIDERATION. BUSINESSES MUST BE CONTRIBUTING TO THE ECONOMIC FOOTPRINT OF THE CITY AREA TO BE ELIGIBLE.**

# WHO IS ELIGIBLE TO



- Any eligible brick and mortar small business may apply for rental assistance, but those falling into the following categories may be given higher consideration:

Restaurants, coffee shops, specialty food

Entertainment

Upscale apparel/accessories, footwear

Electronics – computers, phones, digital equipment

Specialty retail – toys, sporting goods, transportation

Home furnishings and appliances

Visual and performing arts

Professional offices

## WHAT IS REQUIRED?

- Applicants are required to submit a completed application form, a copy of an executed lease between the applicant and the property owner(s), a business plan, a proposed budget, financials, and a marketing plan. Complete application packets must be submitted to the Heritage & Tourism Manager by the end of the month to be considered at the City of Manor City Council Meeting held on the 3<sup>rd</sup> Wednesday of every month.



## MORE INFORMATION

- For the expansion of an existing small brick and mortar business, the application for rental assistance should include a minimum a completed application form and a profit and loss statement.
- Assistance application for a business not related or like the existing business is required to submit a full, new business application packet.
- With the success of the business venture foremost in everyone's mind, the City and Council strongly urge the applicant to become familiar with the business makeup of Manor and to have discussions with existing business owners to avoid potential pitfalls.

- The applicant will be required to complete the following (as applicable) after the decision to award the grant and prior to the initial disbursement to the landlord:
- Arrange a meeting with the Heritage & Tourism Manager who will serve as a mentor through this process.
- Arrange a meeting with the Small Business Development Center (SBDC).
- Arranging a meeting with the Heritage & Tourism Manager in 3 months to review performance is required before further grant payments are released.
- Eligible applicants may be awarded rental assistance up to 50% of the monthly least amount for the first six month, not to exceed \$750.00 per month, and for each month seven through 12, payments will be reduced by approximately 11/5%.
- Please see attached document for the breakdown.
- All rental assistance award payments will be paid monthly to the property owner and only after the business has received its Certificate of Occupancy and any other required permits.

## CONTACT INFORMATION

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Address questions to:

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Debbie Charbonneau

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Heritage & Tourism Manager

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Phone – 512-215-8111

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Email – [dcharbonneau@manortx.gov](mailto:dcharbonneau@manortx.gov)

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# City of Manor, Texas Sales Tax Reauthorization & Transportation Strategy Workshop

1/25/2023

Presented By:  
TRIPPP Consulting







# TRIP

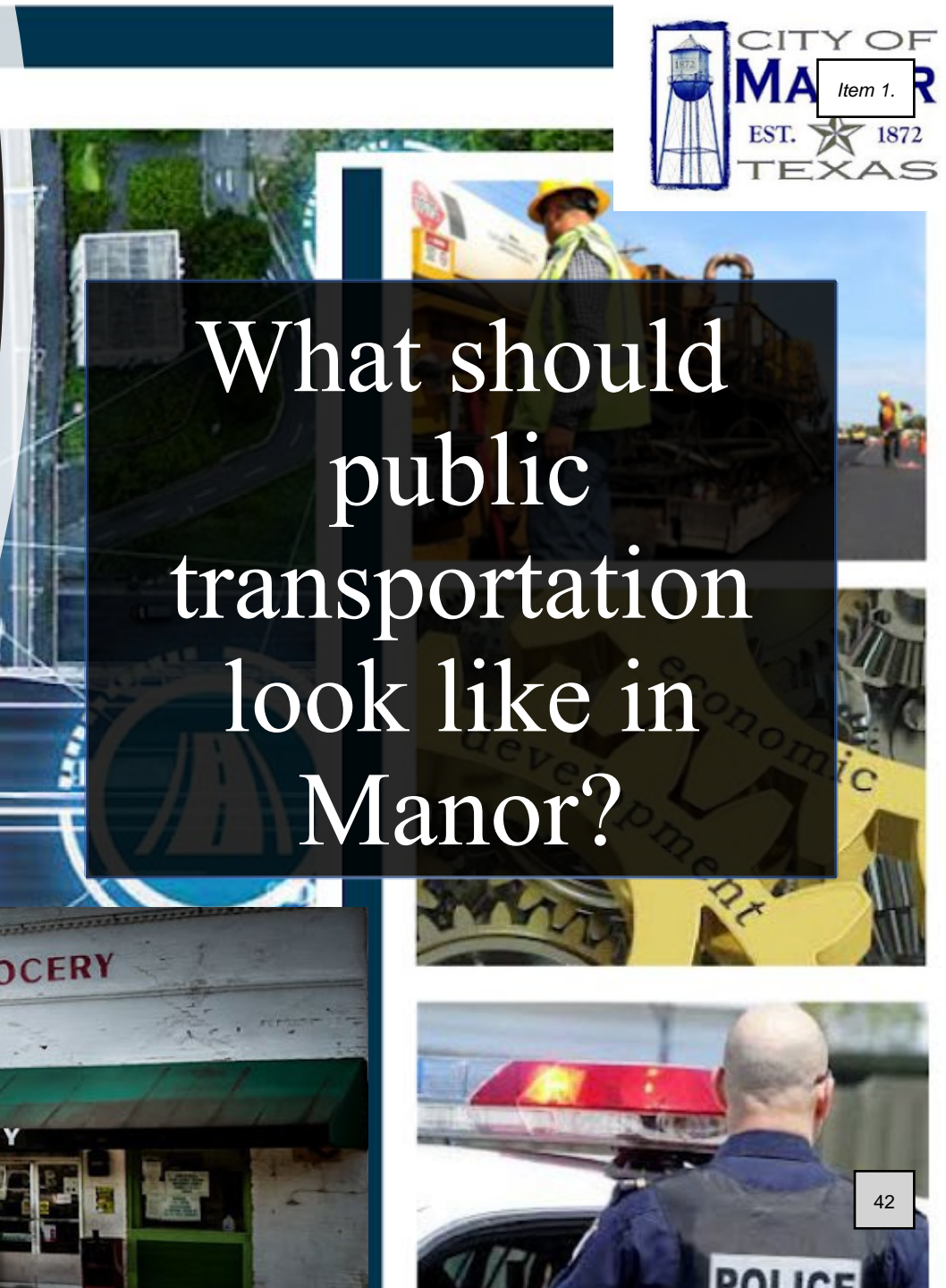








What should  
public  
transportation  
look like in  
Manor?



What are the obstacles to achieving your vision?



# What must be done to support your vision of public transportation?



How do you  
achieve your  
vision in the  
next five  
years?



MANOR GROCERY



A  
Multifaceted  
Approach





*Item 1.*



# Establish Funding Priorities



MANOR GROCERY

MANOR GROCERY





~\$24,000,000 over 20 years

\$2.4M Annually  
(...and rising)



...That's more than  
**\$12 million** just for  
public transportation  
over 5 years!

What are you  
paying per ride?



# Five-Year Strategy

- Two Strategies:
  - Foundational
  - Value-Added from Strategic Partners



# Years 1-2 (January 2023 through Nov 2024)

## Foundational

- Advanced 5-Year Strategic Timeline Creation
- Public Survey
- Transportation Study
- Funding and Finance Plan
- Sales Tax Reauthorization Strategies and Initiatives

## Value-Add

- Retail Plan and Recruitment (Catalyst Commercial)
- Federal Funding Strategy (Akin Gump)





Federal Funding

Jose Borjon

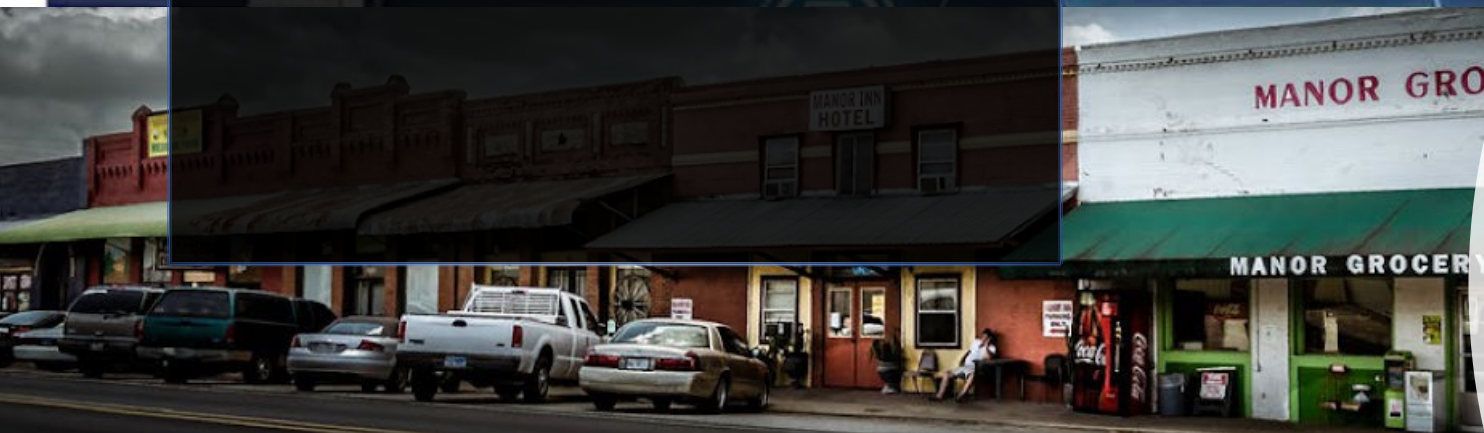
GREG  
CASAR!  
CONGRESS



ITY OF  
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TEXAS



Akin Gump  
STRAUSS HAUER & FELD LLP





# Years 3-4 (Dec 2024 - Nov 2026)

## Foundational

- Council Education and Retreat
- Strategy Development
- Sales Tax Reauthorization Plan
- Transportation Replacement Pilot Implementation
- Public Outreach

## Value-Add

- Thoroughfare Plan (American Structurepoint)
- Voter Education Campaign Plan (Gap Strategies)
- CapMetro Payment Capture (Hillco Partners)
- Washington, DC Visits and Lobby (Akin Gump)



# TRIPPPP Pilot

- Transit Ridesharing Inclusive Public Private Partnership
  - Uber - Rideshare
  - Maruti - Paratransit
- Affordable
- Access to Data
- Curb-to-Curb
- 24/7/365
- Safe
- Ubiquitous



Uber

-Brian McDougal





An advertisement for a ride-sharing service. On the left, a smartphone displays a map with several red and blue car icons. To the right of the phone is a large yellow banner with the text "Fetch A Ride" in a serif font, followed by "\$100 VALUE" in a larger, bold serif font, and "Ten \$10 Vouchers Per Month" in a smaller serif font. Below the banner, there are four black rectangular buttons, each containing the text "10 VOUCHERS" and "\$10" in white.







# Year 5 (Dec 2026 - Nov 2027)

## Foundational

- Public Outreach / Voter Education
- Continue Transportation Replacement Pilot
- Ballot Initiatives:
  - Withdraw from Existing Transit Authority
  - Sales Tax Reauthorization
  - Bond for Public Improvements

## Value-Add

- Voter Education Campaign Implementation (Gap Strategies)
- Legal Analysis and Review (Hillco Partners)

Post-  
Election

TRIPPP Consulting  
is your ongoing  
partner.



# Estimated Fees \$500k-\$1.3M

## Foundational \$500,000

- Advanced 5-Year Strategic Timeline Public Survey
- Transportation Study
- Funding and Finance Plan
- Sales Tax Reauthorization Strategies and Initiatives
- Council Education and Retreat
- Strategy Development
- Sales Tax Reauthorization Plan
- Transportation Replacement Pilot Implementation
- Public Outreach / Voter Education
- Continue Transportation Replacement Pilot
- Successful Public Vote
- Ongoing Partnership and Support

## Value-Add Up To \$800,000

- Retail Plan and Recruitment (Retail Partner) \$100k
- Thoroughfare Plan (Engineering Partner) \$100k
- Voter Education Campaign Plan (Public Relations) \$70k
- Lobby to Reduce Repayment Burden to Existing Transit Provider (State Lobbying and Legal Partner) \$50k
- Federal Funding Strategy and DC Visits/Lobby (Akin Gump) \$480,000
- Bond Preparation and Sale (Included in Bond Pricing)



# Estimated Annual Budget

Year 1: \$100,000-120,000

Year 2: \$100,000-290,000

Year 3: \$100,000-315,000

Year 4: \$100,000-265,000

Year 5: \$100,000-310,000



Questions?

MANOR GROCERY

MANOR GROCERY



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E. US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).

*Applicant: Mahoney Engineering*

*Owner: River City Partners Ltd.*

### BACKGROUND/SUMMARY:

This property is where M&M Auto Repair used to be. It was purchased by Riata Ford and they are looking to move or expand a portion of their business into this location and are requesting the same zoning category as their current dealership property. C-1 permits Minor Automotive Repair while C-2 permits Minor and Major Automotive Repair as well as Automobile Sales. First Reading was approved at the January 18<sup>th</sup> Council Meeting.

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

- Ordinance No. 687
- Letter of Intent
- Rezoning Map
- Aerial Image
- FLUM

- Auto Repair Definitions
- Public Notice
- Mailing Labels

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 687 rezoning one (1) lot on .677 acres, more or less, and being located at 10905 E. US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).

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

**ORDINANCE NO. 687****AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO MEDIUM COMMERCIAL (C-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

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

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



**ORDINANCE NO. 687**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 18<sup>th</sup> day of January 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 6<sup>th</sup> day of February 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**EXHIBIT "A"**

Property Address:  
10905 E US Hwy 290, Manor, TX 78653

## Property Legal Description:

A description of 0.677 acres (approx.. 29,511 sq. ft.), being all of a 0.46 and 0.23 acre tract of land out of the James Manor Survey, Abstract No. 546, in Travis County, Texas, conveyed to Manor Quick Stop, Inc., in a warranty deed dated January 22, 1986 and recorded in Volume 9556, Page 345 of the Real Property Records of Travis County, Texas; said 0.677 acres being more particularly described by metes and bounds as follows:

BEGINNING at ½" rebar with "Chaparral" cap found for the easternmost northeast corner of the Lot 1, Riata Ford Manor Subdivision, a subdivision of record in Document No. 202100055 of the Official Public Records of Travis County, Texas, being the west line of 1.371 acre tract described in Volume 11201, Page 2362 of the Real Property Records of Travis County Texas, also being the southeast corner of said 0.46 acre tract;

THENCE South 75° 47' 48" West, with the south line of the 0.46 acre tract and said 0.23 acre tract, being a north line of said Lot 1, a distance of 150.00 feet to a ½" rebar with "Chaparral" cap found for the southwest corner of the 0.23 acre tract, being an ell corner of Lot 1;

THENCE North 13° 47' 13" West, with the west line of the 0.23 acre tract, being an east line of Lot 1, a distance of 197.31 feet to a Mag nail with "Chaparral" washer set for the northwest corner of the 0.23 acre tract, being the northernmost corner of Lot 1, being in the south right-of-way line of US Highway 290 (variable width right-of-way) as shown on CSJ's 114-01-011, and 0114-02-030 and as described in Volume 678, Page 263 of the Deed Records of Travis County, Texas, from which a ½" rebar found for a point of curvature in the north line of Lot 1, being the south right-of-way line of US Highway 290, bears with a curve to the left, having a radius of 3759.72 feet, a delta angle of 01° 24' 25", an arc length of 92.33 feet and a chord which bears South 74° 45' 19" West, a distance of 92.32 feet;

THENCE with a curve to the right, with a north of line 0.23 and the 0.46 acre tract, being the south right-of-way line of US Highway 290, having a radius of 3759.72 feet, a delta angle of 02° 17' 09", an arc length of 150.01 feet, a chord which bears North 76° 36' 06" East, a distance of 150.00 feet to a ½" rebar with "Chaparral" cap set for the northeast corner of the 0.46 acre tract, being the northwest corner of said 1.371 acre tract;

THENCE South 13° 47' 17" East, with the east line of the 0.46 acre tract, being the west line of the 1.371 acre tract, a distance of 195.20 feet to the POINT OF BEGINNING, containing 0.677 acres of land, more or less.



Mahoney Engineering  
8201 South Congress Avenue  
Austin, Texas 78745

## Letter of Intent

December 8, 2022

**Attention: Scott Dunlop, Director of Development Services**

City of Manor  
Development Services Department  
105 E. Eggleston Street  
Manor, Texas 78653

**Reference: Letter of Intent  
Rezoning Determination**

10905 E HYW 290  
Manor, Texas 78653

Dear Mr. Dunlop,

On behalf of Leif Johnson Ford, Mahoney Engineering is requesting to rezone a property located at 10905 East Highway 290, Manor, Texas 78653. According to TCAD, the Parcel ID Number is 0237591301. The property is currently zoned Light Commercial (C-1). Mahoney Engineering proposes the entire property be rezoned to Medium Commercial (C-2).

There is currently an Automotive Repair (Major) Facility located on the 0.68-Acre site that has existed since 2010 named M&M Diesel and Auto. Before this, the earliest legible google earth image is from January of 1995 and shows the current structures were existing in 1995 and being used as a gas station and potential automotive repair. New ownership would like to keep the existing use of Automotive Repair (Major); therefore, the property needs to be rezoned to comply with the permitted uses per zoning requirements. Currently the property to the south and west of the subject property is zoned C-2, the property to the east is zoned Institutional-Small (I-1), and properties to the north, across US Highway 290, are zoned C-1. Hence, the zoning change will not alter the character of the area and will not impair the use of the adjacent properties, due to no change in the current use.

We look forward to receiving your support for Council approval to rezone the property, Parcel # 0237591301, from current zoning of C-1 to a future zoning of C-2.

Sincerely,

**MAHONEY ENGINEERING**

Tyler Boykin, P.E.

Associate

(737) 270-7310

[tboykin@mahoneyeng.com](mailto:tboykin@mahoneyeng.com)

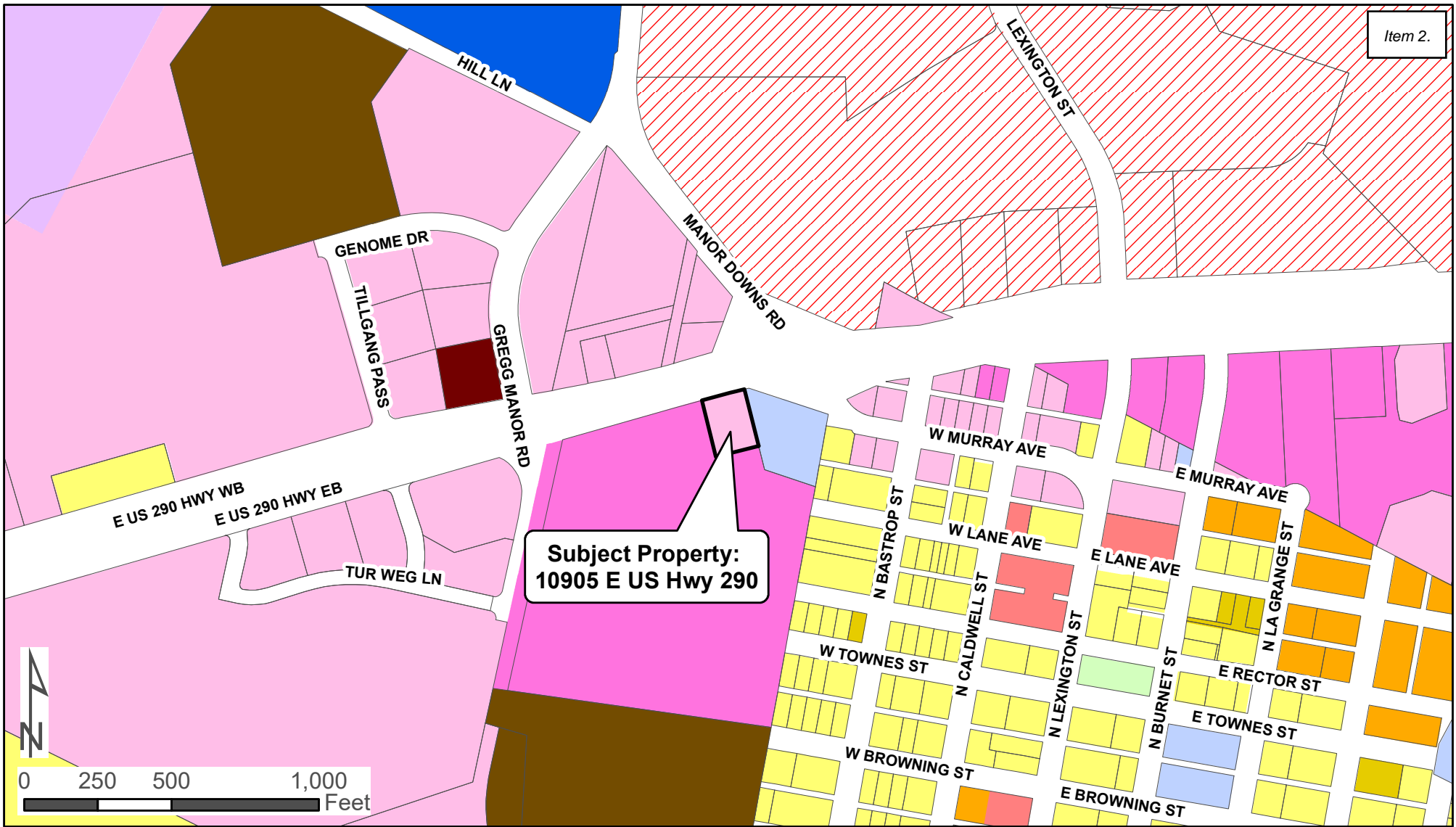
Bryce Dierschke

Engineer Associate

(737) 263-5562

[bdierschke@mahoneyeng.com](mailto:bdierschke@mahoneyeng.com)





Current:  
Light Commercial (C-1)

Proposed:  
Medium Commercial (C-2)

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



10905 E HWY 290

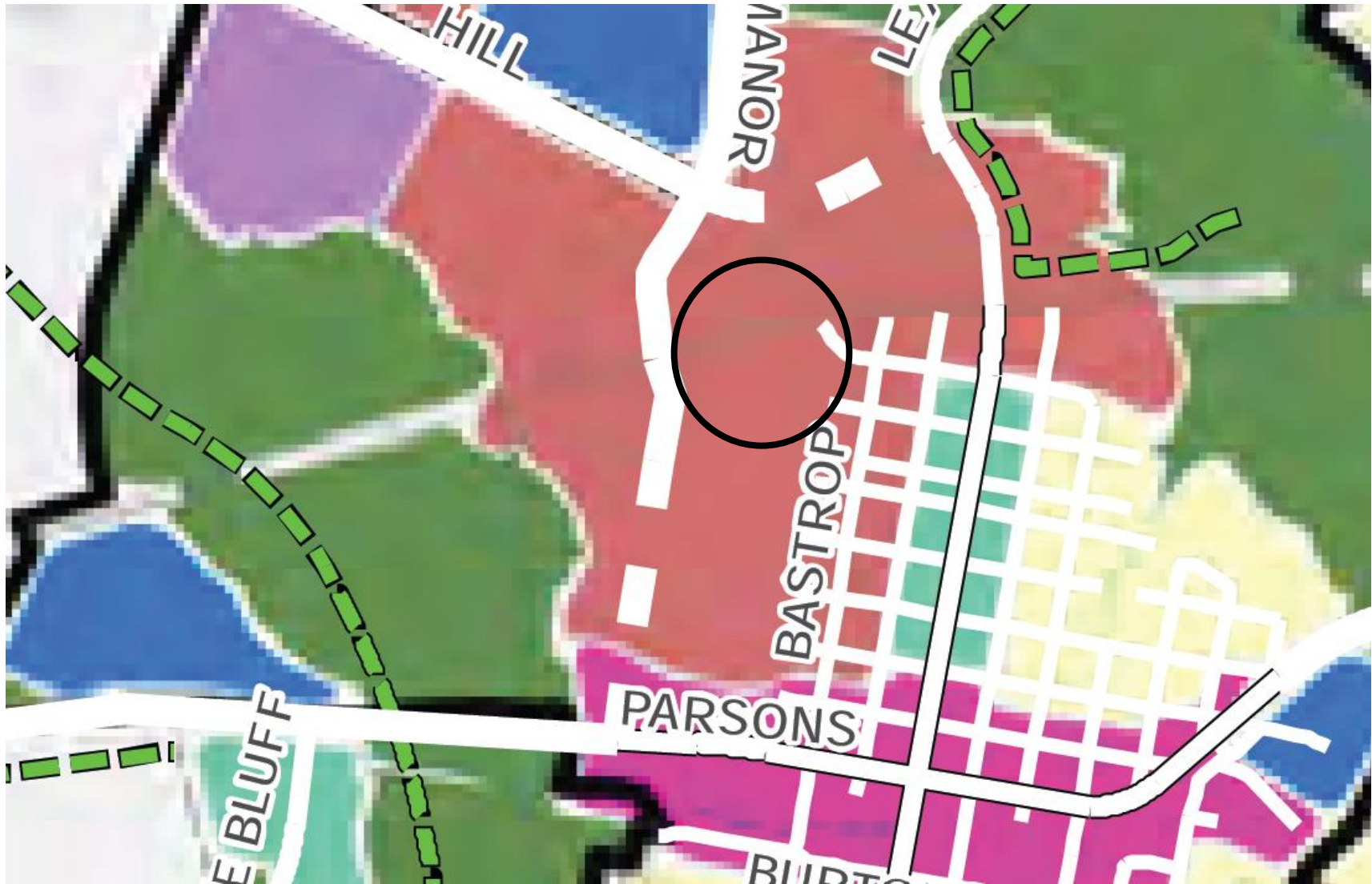
Aerial Image

Legend

- 101 W Boyd *Item 2.*
- City of Manor City Hall
- Feature 1
- Feature 2









## COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

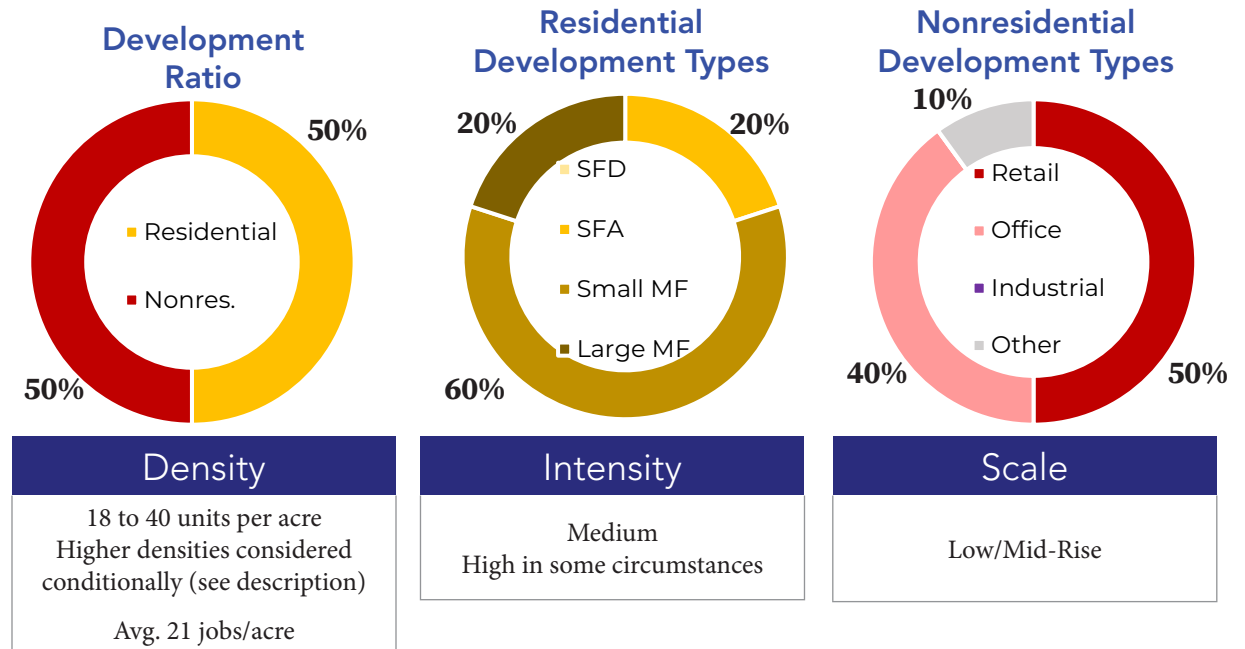
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
Manufacturing	●○○○○	Not considered appropriate.
Civic	●●●●●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.

**Automotive repair (major)** means a business specializing in major repair of motor vehicles entirely within an enclosed building, including any use listed below, as well as any use not listed as minor vehicle servicing:

- (1) Auto glass, seat cover and muffler shop;
- (2) Auto painting or body rebuilding shop;
- (3) Tire retreading and capping;
- (4) Body, fender, clutch, transmission, differential, axle, spring and frame repairs;
- (5) Major overhauling of engines requiring removal therefrom of cylinder head or crankcase pan and any associated engine rebuilding;
- (6) Repair of radiator requiring removal from the vehicle;
- (7) Repair of truck, trailer, farm or industrial equipment, or other machinery/supplies; and
- (8) Brake work, other than minor maintenance such as disc pad replacement and minor brake adjustment.

**Automotive repair (minor)** means a business specializing in minor, routine, periodic, preventive maintenance of a motor vehicle conducted entirely within an enclosed building, including the following:

- (1) Servicing of spark plugs, batteries, distributors and distributor parts and including minor engine tune-ups;
- (2) Tire servicing and flat repair but not recapping or regrooving;
- (3) Radiator cleaning and flushing (on vehicle);
- (4) Fuel pump, oil pump and related maintenance;
- (5) Minor servicing of carburetors;
- (6) Emergency wiring repairs;
- (7) Minor motor adjustment not involving removal of head or crankcase;
- (8) Quick oil and filter change;
- (9) Servicing hoses, fan belts, brake fluid, light bulbs, fuses, floor mats, seat belts, windshield wipers, mirrors, and installation of vehicle accessories such as radios;
- (10) Lubrication, greasing and washing; and
- (11) Disc pad replacement and minor brake adjustment.





12/21/2022

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 10905 E US 290 Rezoning C-1 to C-2  
 Case Number: 2022-P-1501-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 10905 E US 290, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on .677 acres, more or less, and being located at 10905 E US 290, Manor, TX from Light Commercial (C-1) to Medium Commercial (C-2).**

***Applicant: Mahoney Engineering***

***Owner: River City Partners Ltd.***

The Planning and Zoning Commission will meet at 6:30PM on January 11, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on January 18, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

LLANO LAS ENTRADAS I LLC  
1537 SINGLETON BLVD  
DALLAS, TX 75212-5239

COTTONWOOD HOLDINGS LTD  
9900 US HIGHWAY 290 E  
MANOR, TX 78653-9720

NINH LILIAN DOAN ETAL (1855929)  
1411 DEXFORD DR  
AUSTIN, TX 78753-1607

K-N CORPORATION  
1717 W 6TH ST STE 330  
AUSTIN, TX 78703-4791

CASTELAN CARILU  
20912 CAMERON RD  
COUPLAND, TX 78615-4866

TURMAN THOMAS M (215726)  
21609 UNION LEE CHURCH RD  
MANOR, TX 78653-5329

MANOR, INDEPENDENT SCHOOL DISTR  
PO BOX 359  
MANOR, TX 78653

LOZANO BENJAMIN KEEF (1945094)  
8005 BRIARWOOD LN  
AUSTIN, TX 78757-8111

ROBINSON WALTER L  
3608 EAGLES NEST ST  
ROUND ROCK, TX 78665-1131



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance Adopting a Policy and Procedure for Legislative Prayer Presentations; Amending the City Council Rules of Procedure to add Legislative Prayer in 7.01, Correcting the Reference to State Law in 3.15 and 7.04, Updating the Cover Page to Reflect This Ordinance, Updating the Table of Contents to Reflect the New Annex G, and Revising the Footer to Reflect the Document Title and New Effective Date; Amending Section 1.04.002 of the Manor Code of Ordinances to Recognize the Changes to the City Council Rules of Procedure; and Providing for Related Matters.

### BACKGROUND/SUMMARY:

Item was presented at the January 18<sup>th</sup> council meeting and postponed giving legal staff additional time to revise the policy. Legal staff has reviewed and revised policy per council's request regarding guidelines for religious leaders and time limitation for invocation. City Council will also have an option to invite and inform community religious leaders of the invocation sign up process with the City Secretary.

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

- Ordinance No. 686
- Exhibit A – Invocation Policy
- Exhibit B – City Council Rules of Procedure

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Ordinance No. 686 Adopting a Policy and Procedure for Legislative Prayer Presentations; Amending the City Council Rules of Procedure to add Legislative Prayer in 7.01, Correcting the Reference to State Law in 3.15 and 7.04, Updating the Cover Page to Reflect This Ordinance, Updating the Table of Contents to Reflect the New Annex G, and Revising the Footer to Reflect the Document Title and New Effective Date; Amending Section 1.04.002 of the Manor Code of Ordinances to Recognize the Changes to the City Council Rules of Procedure; and Providing for Related Matters.

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



## ORDINANCE NO. 686

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING A POLICY AND PROCEDURE FOR LEGISLATIVE PRAYER PRESENTATIONS; AMENDING THE CITY COUNCIL RULES OF PROCEDURE TO ADD LEGISLATIVE PRAYER IN 7.01, CORRECTING THE REFERENCE TO STATE LAW IN 3.15 AND 7.04, UPDATING THE COVER PAGE TO REFLECT THIS ORDINANCE, UPDATING THE TABLE OF CONTENTS TO REFLECT THE NEW ANNEX G, AND REVISING THE FOOTER TO REFLECT THE DOCUMENT TITLE AND NEW EFFECTIVE DATE; AMENDING SECTION 1.04.002 OF THE MANOR CODE OF ORDINANCES TO RECOGNIZE THE CHANGES TO THE CITY COUNCIL RULES OF PROCEDURE; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City Council of the City of Manor, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

**Whereas**, the City Council wishes to amend the rules of procedure governing the conduct of Regular and Special Meetings to add a step for legislative prayer into the order of business in the form of an invocation;

**Whereas**, to ensure Council meetings continue in an orderly manner, the City Council deems it appropriate to adopt a policy for invocation presentations; and

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

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

**Section 2. Adoption of Policy for Invocation Presentations.** The City Council hereby adopts the policy set forth in the document titled “Invocation Presentations Policy and Procedure” attached hereto in Exhibit A. The City Council directs that the document be incorporated into the City Council Rules of Procedure.

**Section 3. Amendment of Rules of Council.** The City Council hereby amends Section 7, Order of Business, of the City Council Rules of Procedure (Rules) as set forth in Exhibit B. Specifically, the following is added as the second bullet in subsection 7.01, Regular and Special Meetings to read as follows:

- Invocation

The City Council also amends the Rules to correct the reference to State law in subsections 3.15 and 7.04, update subsection 7.04(b)(1) to reflect the City’s website, subsection 9.03(c) to reflect the email address for submitting public comments, the cover page to reflect this

ordinance, the Table of Contents to reflect the addition of Annex G, and to revise the footer to reflect the documents' title and date of action.

**Section 4. Amendment of Code of Ordinances.** The last sentence of Section 1.04.002 of the City of Manor Code of Ordinances is hereby amended to read as follows: "The City Council hereby adopts the City Council Rules of Procedure set forth in Exhibit B to Ordinance No. 686 on file in the office of the city secretary."

**Section 5. Conflicting Ordinances.** Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**Section 6. Savings.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting City Council Rules of Procedure which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 7. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

**Section 8. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 9. 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, Texas Government Code Chapter 552.

**PASSED AND APPROVED** on this 6th day of February 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary



## **Exhibit “A”**

### **Invocation Presentations Policy and Procedure**

# ANNEX G

## INVOCATION PRESENTATIONS POLICY AND PROCEDURE

Effective February 1, 2023, the City of Manor City Council approved Ordinance No. 686 amending the City Council Rules of Procedure to add “Invocation” into the Order of Business applicable to Regular and Special Meetings. The City Council also considered and approved this policy and procedure to guide the presentation of Invocations.

This policy is intended to guide presenters in preparing and delivering remarks and to help preserve the dignity of the proceeding as the City Council considers matters in service to Manor residents and businesses. This policy serves to acknowledge and express the respect of the City of Manor for the diversity of religious denominations and faiths represented and practiced in Manor and to invite Council members to reflect upon shared ideals and common ends before embarking on the business of governing. No faith or religious denomination is intended to be favored or preferred.

1. Invocation Opportunity. An opportunity for an invocation will be provided at the beginning of City Council Regular and Special meetings.

2. Definitions.

- a. A regular meeting of the city council is a meeting generally conducted on the first and third Wednesdays of the month.
- b. A special meeting of the city council is a meeting scheduled and held as the council deems necessary to transact the business of the city.

3. Guidelines.

- a. Providing the Invocation. Religious leaders who reside within the City of Manor may notify the City Secretary in writing of their interest and willingness to give an invocation at a City Council Regular or Special meeting. Religious leaders expressing such interest will be scheduled on a “first-come first-served basis”.
- b. Scheduling and Council Rotation. If a religious leader should cancel or if no request has been submitted to the City Secretary by 5:00 p.m. of the Monday of the week preceding the City Council meeting, a Council Member may be scheduled to provide the invocation. The City Secretary will schedule Council Members to provide the invocation based on a rotation list so that each council Member has an opportunity to provide the invocation. A Council Member may decline to give an invocation.

- c. No Proselytizing or Disparaging. The invocation must not be used to proselytize or advance any one faith or belief or to disparage any other faith or belief.
- d. Voluntary Participation. No one will be required to participate in any invocation. Persons will not be treated differently based on whether they participate in the invocation.
- e. No Compensation. A person who delivers an invocation is not eligible for and shall not receive compensation.
- f. Time Limitation. An invocation should be limited to no more than one (1) minute.
- g. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination.



## **Exhibit “B”**

### **City Council Rules of Procedure**



# **CITY COUNCIL RULES OF PROCEDURE**

**As Adopted by Ordinance No. 516  
Effective May 2, 2018**

**Amended by Ordinance No. 597  
Effective December 16, 2020**

**Amended by Ordinance No. 626  
Effective November 3, 2021**

**Amended by Ordinance No. 631  
Effective November 17, 2021**

**Amended by Ordinance No. 644  
Effective April 20, 2022**

**Amended by Ordinance No. 662  
Effective July 20, 2022**

**Amended by Ordinance No. 686  
Effective February 1, 2023**

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## Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.

## Section 2 – AUTHORITY

The City Charter of Manor, Texas [Adopted: August 15, 2007; Amended: May 9, 2015, and Amended: November 3, 2020] provides in Article III (City Council Judge of its Members), Section 3.04. (Rule of Procedure) that “The Council shall by ordinance determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or State law, the Council will refer to RONR, which shall generally determine such procedural issue. [www.robertsrules.com](http://www.robertsrules.com).

## Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of the Texas Open Meetings Act.

### 3.01. Regular Meetings.

The City Council shall conduct regular meetings generally on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Wednesdays of each month. All regular meetings shall normally be scheduled to begin at 7:00 p.m. at City Hall and are open to the public.

### 3.02. Special Meetings.

In accordance with Section 3.07 (Meetings) of the City Charter, “special meetings may be scheduled and held as the council deems necessary to transact the business of the city.” Special meetings are open to the public.

### 3.03. Workshop Sessions.

Workshop sessions may be scheduled by the Mayor, a majority of Council Members or by the City Manager. They are normally conducted prior to regular or special meetings but may also be conducted at other times as well. Their purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by council during these sessions, but workshops shall be posted and are open to the public. The City Council may suspend the application of this rule during a workshop session by majority vote of those members present and voting and take action on any item posted on the workshop agenda.

### **3.04. Executive Sessions.**

The City Council may meet in executive session under the provisions of the Texas Open Meetings Act. No vote shall be taken in an executive session on any matter under consideration nor shall any Council Member enter into a commitment with another respecting a vote to be taken subsequently in an open meeting of the City Council.

### **3.05. Public Hearings.**

Public Hearings may be scheduled to present evidence on both sides of issue(s). Some Public Hearings are required by state law such as approving an annual budget and setting a tax rate. Others are conducted voluntarily to obtain a full range of citizen input on important matters, such as a proposed bond issue. Public Hearings may be scheduled as part of a Regular Meeting or on other occasions as necessary.

### **3.06. Town Hall Meetings.**

Town Hall Meetings may be scheduled periodically for the purpose of open discussion with citizens of Manor on specific issues or general matters regarding the activities of the City. Action may not be taken by the City Council at a Town Hall Meeting. If any action is indicated, the matter will be scheduled as an agenda item at a regular meeting of the City Council. Any citizen may participate in a Town Hall Meeting, and there is no requirement to sign up to speak prior to the meeting. Town Hall Meetings will be posted according to the Texas Open Meetings Act.

### **3.07. Public Notice.**

The agenda for all meetings and the notice listing items to be considered shall be posted by the City Secretary on the City's website and on the bulletin board at City Hall in accordance with the Texas Open Meetings Act [Chapter 551, Texas Government Code].

### **3.08. Quorum and Attendance.**

In accordance with Section 3.06 (Quorum and Attendance) of the City Charter, "Four members of the council shall constitute a quorum for transacting business and no action of the council shall be valid or binding unless taken in an open meeting with a quorum present. Less than a quorum may adjourn any meeting, or order and compel the attendance of absent members. It shall be the duty of each member of the council to attend each regular and special council meeting and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office." [See section 5.05 Excusal from Attendance].



### **3.09. City Manager Participation.**

The City Manager shall attend all meetings of the City Council except when excused by the City Council. The City Manager may make recommendations to the City Council and shall have the right to take part in all discussions but shall not have a vote.

### **3.10. City Attorney Participation.**

The City Attorney, or designated assistant City Attorney, shall attend the meetings of the City Council upon request by the City Manager to advise the City Council on all legal matters and represent the City in all litigation (except where outside counsel is engaged) and other legal matters.

### **3.11. City Secretary Participation.**

The City Secretary shall attend each meeting of the City Council and shall keep, in a record provided for that purpose, accurate minutes of the City Council's proceedings.

### **3.12. City Department Directors Participation.**

The City staff department heads shall attend the second regular meeting of each month to respond to inquiries made by the City Council on departmental monthly reports unless excused by the City Manager. The City Council may request the presence of specific department heads or staff members, through the City Manager, for other meetings or sessions.

### **3.13. Agenda.**

- a. The Mayor, Council Members, City Manager, City Department Directors, City Attorney, and the City Secretary may place items on the agenda. Agenda items shall be submitted in written form to the City Secretary in accordance with subsection (b). The City Secretary will coordinate the placement of items on the agenda with the City Manager who will resolve any conflicts with Mayor and Council Members. Agenda items may be removed only by the Mayor and City Manager, except agenda items requested by City Council.
- b. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary in accordance with this section and in order to allow compliance with the Texas Open Meetings Act 72-hour notice provision. Agenda items and presentations are due on or before the Wednesday of the week preceding the next scheduled City Council meeting.
- c. The City Secretary shall submit a draft agenda to the City Manager on or before the Tuesday of the week preceding the next scheduled City Council meeting for review and revision.

- d. The agenda packets for all regular and special meetings will be delivered via email to the Mayor and Council Members on the Friday preceding the following Wednesday meeting.

### **3.14. Minutes.**

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The Minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

### **3.15. Attendance by the Public.**

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act.

### **3.16. City Legislation and Actions of Significant Public Impact and Concern.**

Any action or ordinance of the City of Manor that falls into the following three categories is considered an action of significant public impact and concern:

- a. Any action or ordinance that criminalizes behavior or creates criminal liability.
- b. Any action or ordinance that has a substantial impact on private property rights.
- c. Any action or ordinance that involves the expenditure of more than three hundred thousand dollars (\$300,000) and that is not a recurring expense or renewal of an expense.

The City Council shall not vote on any action of significant public impact and concern unless and until it has been presented and discussed in at least two Council meetings, which occur within a 60-day period, except as provided in Section 10.

## **Section 4 - STANDARDS OF CONDUCT**

### **4.01. Council Members.**

- a. During City Council meetings, Council Members shall assist in preserving order and decorum and shall neither by conversation or other activity delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the City Council.
- b. A Council Member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine his/her discussion to the question under debate and avoid discussion of personalities, the use of inappropriate language, making personal attacks, and verbally abusing colleagues or anyone else in attendance.

- c. Council Members may question City staff members during meetings when they are making presentations to the City Council. Council Members shall neither berate nor admonish City staff members. Questions to other City staff members who are not making presentations should first be directed to the City Manager who will then ask the appropriate City staff member to respond, or the City Manager may address the question.
- d. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer. If a Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined.
- e. Council Members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the City Council.
- f. When there is more than one speaker on the same subject, Council Members will delay their subsequent comments until after all speakers on the subject have been heard.

#### **4.02. Council Relations with the Media.**

All City press releases, media advisories, story suggestions, or similar items should go through the City Manager's office for distribution, with exception of factual police department bulletins which designated officers may send directly to the City Manager, with a copy to the City Secretary.

#### **4.03. City Staff.**

- a. Members of the City staff and employees of the City shall observe the same rules of procedures and decorum applicable to members of the City Council.
- b. Although the presiding officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City staff members under the City Manager's direction and control.
- c. The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City staff members in City Council meetings.
- d. All staff members addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion.
- e. All remarks and questions addressed to the City Council by staff members shall be addressed to the City Council as a whole and not to any individual member.



#### **4.04. Members of the Public**

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s).
- b. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- c. Members of the Public attending Council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks or who become boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the presiding officer requests the sergeant-at-arms to remove such offenders from the room.
- d. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- e. No placards, banners, or signs of any kind will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.
- f. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

#### **4.05. Enforcement.**

The sergeant-at-arms (Manor Police Officer) attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the rules of the City Council.

### **Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS**

#### **5.01. Seating Arrangement.**

In meetings where the Council is seated at the dais, the Mayor shall be seated at the center of the dais; the City Manager shall be seated adjacent to the Mayor, Council Members are seated by Place No. 1-6 and City Secretary shall be seated on the table to the right of the dais.

## **5.02. Right of the Floor.**

A Council Member desiring to speak must first be recognized by the presiding officer. No Council Member shall address the presiding officer or demand the floor while a vote is being taken.

## **5.03. Conflict of Interest.**

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

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

An affidavit in the form attached hereto in Annex F disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

A City Council member prevented from voting by a conflict of interest, shall remove themselves from the dais.

## **5.04. Voting.**

- a. In accordance with Section 3.08 (Voting) of the City Charter, “All members of the council present shall vote upon every issue, subject or matter properly before the council and requiring a council vote; provided that, if any member of the council has a conflict of interest, that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issue shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of council present and voting, and not less than four affirmative votes shall be required to pass, approve, adopt, take action on or consent to any ordinance, resolution, action, matter, issue or motion.” Any reference to an action of the City Council requiring a majority vote of the members present and voting shall be subject to the requirement set forth in Section 3.08 of the City Charter that not less than four affirmative votes shall be required to pass, approve, adopt, take action on, or consent to the action.
- b. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present and voting.

- c. A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action.

#### **5.05. Excusal from Attendance.**

Council Members are expected to attend meetings and remain in attendance during each meeting. Should a Council Member be unable to attend, the Mayor, City Council, City Manager, and the City Secretary should be notified prior to that meeting and the reason for missing the meeting should be provided. Council absence at special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned shall only be excused by a majority vote of council taken during roll call. A Council Member who fails to give prior notice of their absence at a meeting as required by this section shall be counted as absent without good and sufficient cause. In the event that a City Council member is absent from thirty percent (30%) of all special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned, the City Council may revoke its approval of prior excused absences and deem such absences to be without good and sufficient cause for the purposes of Sections 3.04 and 3.08 of the City Charter. A Council Member may not have excused absences revoked until they have been in office at least six months.

#### **5.06. Excusal During Meetings.**

A Council Member needing to be excused during an ongoing session should advise the presiding officer prior to departing the session.

#### **5.07. Confidential Information**

The City Council shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the city, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. The City Council shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group. Failure of a member to comply with this Section shall constitute misconduct in office.

### **Section 6 - CHAIR AND DUTIES**

#### **6.01. Chair.**

The Mayor, if present, shall preside as chair at all meetings of the City Council. In the absence of the Mayor, the Mayor ProTem shall preside. In the absence of both the Mayor and Mayor ProTem, the remaining Council Members shall, in accordance with the City Charter, by election, designate one member as acting Mayor to preside for that session. The term “presiding officer” when used in these Rules of Council shall mean the chair.



## **6.02. Call to Order.**

The sessions of the City Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor ProTem or, in the Mayor ProTem's absence, by the acting Mayor. In the absence of both the Mayor and Mayor ProTem, the City Manager will temporarily preside over the meeting until the Council selects an acting Mayor to preside over the meeting.

## **6.03. Preservation of Order.**

The Chair shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine Council Members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

# **Section 7 - ORDER OF BUSINESS**

## **7.01. Regular and Special Meetings.**

Regular and special meetings will generally adhere to the following agenda:

- Call to Order and Announce a Quorum is Present
- Invocation
- Pledge of Allegiance
- Presentations/Proclamations/Recognitions/Events (as appropriate)
- Workshop Sessions (as appropriate)
- Public Comments (related to any matter not on the agenda, no action taken)
- Public Hearings (as appropriate)
- Reports (as appropriate)
- Consent Agenda (may be moved to Regular Agenda by the Mayor or a Council Member)
- Regular Agenda
- Executive Session (as appropriate)
- Reconvene in Open Session (as appropriate)
- Adjournment

The policy and procedure for presentation of an invocation is found in Annex G and incorporated herein.

## **7.02. Workshops, Executive Sessions and Town Hall Meetings**

- Workshops and executive sessions will normally be conducted in a less formal manner than regular sessions as follows: Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)
- Summation
- Adjournment

Town Hall meetings will generally be conducted in the following agenda:

- Call to Order
- Purpose for the meeting
- City Council or City staff presentation (if any)
- Open discussion (facilitated by the Councilmember calling the Meeting)
- Summation
- Adjournment

### **7.03. Public Hearings.**

The City Manager shall schedule public hearings on the City Council's agenda to be held at least two weeks before the City Council must vote on the matter (unless the law requires otherwise, in which case, Public Hearings shall be conducted as provided by state law). In addition to this requirement, when conducted as part of a Regular Meeting, a vote may be taken on the matter at that same meeting. When a Public Hearing is conducted as a stand-alone meeting and not part of a Regular Meeting, the vote may be taken at a subsequent Regular or Special Meeting.

### **7.04. Addressing the City Council.**

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Therefore, public input to the City Council, both oral and written, is encouraged.

#### **a. Public Comments.**

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to the City Secretary. The presiding officer shall call upon those who have submitted cards. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name and address for the record, and, if speaking for an organization or group, identify the group represented. *No formal action can be taken by the City Council during the public comments.*
- (2) For items on the agenda, the speaker will have three (3) minutes to complete his/her comments unless otherwise permitted by the presiding officer. The City Secretary shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.
- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.
- (4) Questions or requests for information shall be directed to the presiding officer who shall then determine whether, and in what manner, a response will be provided.

- (5) During comments regarding agenda items, Council members may request the floor to respond to any citizen comment with information or to ask follow up questions as appropriate. Councilmembers may only direct comments and questions to the speaker and may not take the opportunity to discuss matters among themselves.

**b. Written Correspondence and Telephone Calls.**

- (1) Member of the Public may direct written comments to the individual Council Member by addressing their letter to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at [www.manortx.gov](http://www.manortx.gov)
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages. Telephone calls should be returned in a timely manner, excluding Saturdays, Sundays and official state and national holidays.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

**c. Media Inquiries.**

- (1) The recognized local media sources may direct questions to members of the City Council through the City Manager.
- (2) Other legitimate regional, state and national media sources are expected to coordinate questions to Council Members and staff through the City Manager.
- (3) All media questions will be initially directed to the City Manager, the Chief of Police, or the Public Information Officer (if one is designated).

**d. Legal Settlements in Regards to Any Claims Against the City.**

All offers for legal settlements for claims or litigation against the City must be submitted in writing.

**Section 8 – RULES OF ORDER**

**8.01. General.**

These rules, consistent with the City Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

**8.02. Authority of the Chair.**

- a. Subject to appeal of the full City Council, the Chair shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair shall be courteous and fair and should presume that the moving party is acting in good faith.



- b. The Chair will perform the role of facilitator to assist the City Council in focusing agenda discussions and deliberations.
- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

### **8.03. Obtaining the Floor.**

Any Council Member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer must recognize any Council Member who seeks the floor appropriately entitled to do so.

### **8.04. Council Deliberations and Order of Speakers.**

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member, the City Manager, or the City Attorney (if present). The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.
- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
- h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

### **8.05. Length of Comments.**

Council Members shall govern themselves as to the length of the comments, questions, or presentations. As a courtesy, the presiding officer will signal by hand to a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

#### **8.06. Limit Deliberations to Item at Hand.**

Council Members shall limit their comments and questions to the subject matter, time, or motion being currently being considered by the City Council.

#### **8.07. Motions.**

In accordance with Section 1.05.037 (Motions; deferring action) of the City Charter, “(a) A motion may be made by any member other than the presiding officer.” The presiding officer shall, prior to offering a motion, however, ensure that other Council Members have the opportunity to make the motion. Any member of the City Council, other than the person offering the motion, may second a motion. See Annex B (Chief Purposes of Motions), Annex C (Parliamentary Strategy), Annex D (Basic Information on Motions), and Annex E (Parliamentary Terms).

#### **8.08. Procedures for Motions.**

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated, it must be seconded. If there is no second, the motion fails.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the presiding officer.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the presiding officer.
- d. Once a motion has been properly made and seconded, the presiding officer shall open the matter for additional discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the presiding officer.

#### **8.09. Amendments to Motions.**

- a. When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to action on the main motion.
- b. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion.
- c. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- d. Action shall be taken on the amended amendment prior to any other action to further amend the main motion.

#### **8.10. Motion to Continue.**

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

**8.11. Motion to Remove.**

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

**8.12. Motion to Table.**

A motion to table will delay consideration of the item being discussed by the City Council.

**8.13. Motion to Refer.**

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

**8.14. Withdrawal of Motion.**

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If the motion is modified, the Council Member who seconded the motion may withdraw his/her second. If a motion that has received a second is withdrawn by one of the Council Members making the motion, the motion must be seconded by another Council Member to proceed, or it will die for lack of a second.

**8.15. Motion for Reconsideration.**

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.
- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

**Section 9 – CITY COUNCIL COMMITTEES****9.01. Committees Established.**

- a) The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees. Standing Committees will be established by ordinance.



- b) Each advisory committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. An advisory committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.
- c) City Council shall determine the number of members, not to exceed two (2) council members per committee and appoint a chair to the advisory committee.

#### **9.02. Ad Hoc Committees.**

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a regular session of Council prior to the committee convening to conduct business.

#### **9.03. Committee Meetings.**

- a. Advisory Committees shall meet as necessary.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members.
- c. Citizens wishing to submit Public Comments during open meetings will need to complete the Public Comments Form provided by the City and email the form to [publiccomments@manortx.gov](mailto:publiccomments@manortx.gov) at least two (2) hours prior to the committee meeting indicated within this procedure.
- d. Public Comments will be read by the Chair of the Committee for the record. No action will be taken by the committee during public comments.

#### **9.04. Agenda and Information.**

- a. Before each committee meeting, the Chair and City Secretary shall provide an agenda and supporting information for the meeting to committee members. Items may be scheduled on the agenda for committee briefings by the chair, the City Council, the City Manager, or the Mayor.
- b. Summary minutes will be kept by the City Secretary, unless otherwise indicated within this procedure.

## **Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW**

### **10.01. Suspension of Rules.**

Any provision of these rules not governed by the City Charter, City ordinances, or state law may be temporarily suspended by a majority vote of the members of the City Council present and voting. The vote on any such suspension shall be taken by Motion and entered upon the record. The vote on any such suspension shall be taken by Motion and entered upon the record. Provisions that may not be suspended include, but are not limited to:

- a. Rule 3.04, Executive Sessions;
- b. Rule 3.07, Public Notice;
- c. Rule 3.08, Quorum and Attendance;
- d. Rule 3.14, Minutes (the provisions requiring that minutes be kept and the content of minutes)
- e. Rule 3.15, Attendance by the Public;
- f. Rule 3.16, City Legislation and Actions of Significant Public Impact and Concern, if pertaining to zoning and annexation orders required to be read twice in accordance with Section 4.06 of the City Charter;
- g. Rule 5.03, Conflicts of Interest;
- h. Rule 5.04, Voting; and
- i. Rule 6.01, Chair.

### **10.02. Amendment of Rules.**

These rules may be amended, or new rules adopted, by a majority vote of the members of the City Council present and voting.

### **10.03. Annual Review of Rules.**

Following the municipal general elections each year, City Council may review these rules of procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the City Charter. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the City Council's right and ability to amend the rules in accordance with the City Charter and Rule 10.02.

## **Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS**

### **11.01. Mail and E-mail.**

- a. All general mail directed to the Mayor and Council Members at City Hall will be date stamped and distributed as appropriate at City Council Meetings.
- b. All mail providing information on city issues and agenda items will be copied to the Mayor and Council Members.
- c. E-mails are provided to Mayor and Council Members for city business, e-mails requiring a response from the Mayor or Council Member(s) should copy the City Manager.

**11.02. Clerical Support.**

The City Manager will coordinate appropriate clerical support requested by the Mayor and Council Members.

**11.03. Master Calendar.**

A master calendar of City Council events, functions, and sessions will be maintained by the City Secretary's office and provided to the Mayor and Council Members as appropriate. Events, functions, and activities to be attended by the Mayor or individual Council Members will be included on the master calendar only at the request of the Mayor or individual Council Member(s).

**11.04. Requests for Research or Information.**

The Mayor and individual Council Members may request information or research from the city staff on a given topic through the City Manager who will make all members of City Council aware of the special request, as it may be of interest to them as well. Accordingly, the City Manager will provide the results of the request to all members of City Council. In the event the City Manager believes he cannot respond in a timely manner, he and the members of City Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

**11.05. Notification of Significant Activities or Events.**

The Mayor and Council Members shall expect the City Manager to notify them, and provide periodic updates, regarding significant activities or events in the City related to natural or man-made disasters, major criminal activity, major accidents involving city property, serious injury or death involving a city staff/employee within an hour (if feasible).



# ANNEX A

## Fundamental Principles of Parliamentary Law

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various sessions of the Manor City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of another member. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.

# ANNEX B

## The Chief Purposes of Motions

PURPOSE	MOTION
Present an idea for Consideration and action	Main motion Resolution
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Previous Question
Delay a decision	Refer to committee Postpone/table to a certain time Recess Adjourn
Kill an item	Postpone Indefinitely
Meet an emergency	Question of privilege Suspend rules Lay on the Table
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask a member a question Question of privilege
Question the decision of the presiding officer	Point of order
Enforce rights and privileges	Parliamentary inquiry Point of order Appeal from decision of the chair
Consider a question again	Take from the Table Discharge a committee Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Amend a previous action
Terminate a meeting	Adjourn Recess

# ANNEX C

## Parliamentary Strategy

To Support a Motion	To Oppose a Motion
<ol style="list-style-type: none"> <li>1. Second it promptly and enthusiastically.</li> <li>2. Speak in favor of it as soon as possible.</li> <li>3. Do your homework; know your facts; have handouts, charts, etc., if appropriate.</li> <li>4. Move to amend motion, if necessary, to make it more acceptable to proponents.</li> <li>5. Vote against motion to table or to postpone, unless delay will strengthen your position.</li> <li>6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes.</li> <li>7. If defeat seems likely, move to refer to committee, if that would improve chances.</li> <li>8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory.</li> <li>9. Have available a copy of the rules of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> <li>10. If motion is defeated, move to reconsider, if circumstances warrant it.</li> <li>11. If motion is defeated, consider reintroducing it at a subsequent meeting.</li> </ol>	<ol style="list-style-type: none"> <li>1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive.</li> <li>2. Move to amend the motion so as to eliminate objectionable aspects.</li> <li>3. Move to amend the motion to adversely encumber it.</li> <li>4. Draft a more acceptable version and offer as amendment by substitution.</li> <li>5. Move to postpone to a subsequent meeting.</li> <li>6. Move to refer to committee.</li> <li>7. Move to recess, if you need time to round up votes or obtain more facts.</li> <li>8. Question the presence of quorum, if appropriate.</li> <li>9. Move to adjourn</li> <li>10. On a voice vote, vote emphatically.</li> <li>11. If the motion is adopted, move to reconsider, if you might win a subsequent vote.</li> <li>12. If the motion is adopted, consider trying to rescind it at a subsequent meeting.</li> <li>13. Have available a copy of the rule of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> </ol>

# **ANNEX D**

## **Basic Information on Motions**



## Basic Information On Motions

### RANKING MOTIONS

These motions are listed in order of rank. When any one of these motions is immediately pending, those above it are in order and those below are not in order.

### PRINCIPAL CHARACTERISTICS

	Second Required	Can Be Debated	Can Be Amended	Vote Required	Can Be Reconsidered	Can Interrupt
<b>PRIVILEGED MOTIONS</b>						
13. Fix Time to Which to Adjourn.....	yes	no	yes	maj	yes	no
12. Adjourn.....	yes	no	no	maj	no	no
11. Recess.....	yes	no	yes	maj	no	no
10. Raise a Question of Privilege.....	no	no	no	X*	no	yes
9. Call for the Orders of the Day.....	no	no	no	X*	no	yes
<b>SUBSIDIARY MOTIONS</b>						
8. Lay on the Table.....	yes	no	no	maj	no	no
7. Previous Question (to close debate).....	yes	no	no	2/3	yes*	no
6. Limit or Extend Limits of Debate.....	yes	no	yes	2/3	yes*	no
5. Postpone to a Certain Time.....	yes	yes	yes	maj	yes	no
4. Commit (or Refer).....	yes	yes	yes	maj	yes*	no
3. Amend.....	yes	=	yes*	maj	yes	no
2. Postpone Indefinitely.....	yes	yes	no	maj	+	no
1. <b>MAIN MOTION</b> .....	yes	yes	yes	maj*	yes	no

### NON-RANKING MOTIONS

Whether these motions are in order depends upon the business already under consideration and what purpose they may serve when introduced.

### INCIDENTAL MOTIONS

Appeal.....	yes	*	no	maj	yes	yes
Close Nominations or the Polls.....	yes	no	yes	2/3	no	no
Consider by Paragraph or Seriatim.....	yes	no	yes	maj	no	no
Division of the Assembly.....	no	no	no	no	no	yes
Division of a Question.....	yes	no	yes	maj	no	no
Objection to Consideration of a Question.....	no	no	no	2/3	#	yes*
Parliamentary Inquiry.....	no	no	no	Chair	no	yes
Point of Order.....	no	no	no	Chair	no	yes
Reopen Nominations or the Polls.....	yes	no	yes	maj	#	no
Suspend the Rules*.....	yes	no	no	2/3*	no	no
Withdraw a Motion.....	no*	no	no	maj*	#	yes*

### MOTIONS THAT BRING A QUESTION AGAIN BEFORE THE ASSEMBLY

Reconsider.....	yes	=	no	maj	no	no
Rescind.....	yes	yes	yes	*	#	no
Take from the Table.....	yes	no	no	maj	no	no

#### Key to Markings

\* - See *Robert's Rules of Order Newly Revised* for special rules.

# - Only a negative vote may be reconsidered.

X - Usually no vote taken. Chair responds.

= - Debatable when applied to a debatable motion. See *Robert's Rules of Order Newly Revised*.

+- Only an affirmative vote may be reconsidered.

Source: *Robert's Rules of Order Newly Revised*.

# **ANNEX E**

## **Parliamentary Terms**

## PARLIAMENTARY TERMS

**AGENDA:** an outlined plan of an entire business session; an order of business.

**ACCEPT:** adopt, approve, agree to.

**ADOPT:** approve, agree to, accept.

**AMEND:** modify or change the wording of a motion before action is taken upon the motion itself.

**ANNOUNCING THE VOTE:** declaration by the chair of the result of the vote.

**ASSEMBLY:** a body of people assembled for the transaction of business.

**ARE YOU READY FOR THE QUESTION:** debate (discussion) is in order.

**BYLAWS:** basic rules of a society which relate to itself as an organization.

**CARRIED:** adopted, approved.

**CHAIR:** the presiding officer; the place or station of the presiding officer.

**DIVISION OF THE ASSEMBLY:** a motion requiring that a vote taken by voice or by show of hands be retaken by rising.

**EX OFFICIO:** "from the office" or by virtue of the office or chairmanship. Bylaws frequently provide that the president shall be an ex-officio member of all committees except the nominating committee.

**FLOOR, OBTAIN THE:** securing recognition by the chair as having the right to speak in a meeting.

**GENERAL CONSENT:** unanimous consent; informal agreement of the assembly. The chair asks if there is any objection to a certain procedure; *silence gives consent*.

**GERMANE:** closely related; of the same subject matter. Example: an amendment must be germane to the motion to which it is applied.

**IMMEDIATELY PENDING QUESTION:** the latest question (motion) stated by the chair when more than one question is pending.

**INCIDENTAL MOTIONS:** motions which deal with questions of procedure arising out of other motions or items of business.

**MAIN MOTION:** A motion that introduces business to an assembly.

**MAJORITY VOTE:** over half of the votes *cast*.

**MEETING:** a single gathering of persons or members of an organization, usually for the purpose of transacting business. See *Session*.

**MINUTES:** the record of the proceedings of an assembly. Sometimes referred to as the *journal*.

**MOTION:** a formal proposal that certain action be taken, or that a certain statement express the sense, opinion, desire, or will of the assembly.

**PARLIAMENTARY LAW:** a consistent system of rules which govern procedure in all deliberative assemblies; founded upon certain fundamental principles originated in the unwritten customs of the House of Parliament in England; first compiled for use in this country by Thomas Jefferson, whose manual has been the foundation for rules used in the United States House of Representatives and Senate.

**PENDING:** before the assembly. A motion is "pending" after it has been stated by the chair and until it is disposed of temporarily or permanently.

**PLURALITY VOTE:** the largest number of votes received by a candidate or proposition when three or more choices are possible. A plurality vote never decides a question or election except by specific rule of the organization.

**PRECEDENCE, TAKES:** outranks; used in reference to the order in which motions can be introduced and must be considered by the assembly.

**PREVIOUS NOTICE:** announcement that a specific motion will be introduced at the next meeting; substance of the proposal should be described at least briefly; unless specified otherwise in the bylaws, must be made at the preceding meeting or included in the call of the meeting at which it is to be brought up.

**PRIVILEGED MOTIONS:** a class of motions which, although they are not directly concerned with the business before the assembly, are of such immediate importance that they have the privilege of interrupting the consideration of anything else. All motions of this class are *not debatable*.

**PRO TEM:** for the time being; most frequently applies to the office of secretary.

**PUTTING THE QUESTION:** putting the motion to a vote.

**QUESTION:** the business before the assembly; the motion as stated by the chair. (See "motion.")

**QUORUM:** the number of members who must be present in order that business can be transacted legally. The quorum is a majority of all members unless bylaws or rules of procedure state otherwise.

**RECESS:** an intermission taken by the assembly.

**RESOLUTION:** a main motion usually of such importance and length as to be written; may or may not have a preamble setting forth the reasons for the resolution.

**REVISION OF THE BYLAWS:** a complete set of bylaws submitted as a substitute for existing bylaws.

**RONR:** acronym for *Robert's Rules of Order Newly Revised*.

**SECONDARY MOTIONS:** motions which can be made while a main motion is pending and which relate to business already before the assembly, to questions of order or procedure, or to matters of comfort or privilege. There are three classes of secondary motions: subsidiary, privileged, and incidental.

**SECONDDING MOTIONS:** agreeing that a motion should come before a meeting.

**SESSION:** a meeting or a series of meetings with a single order of business, agenda, or program.

**STANDING RULES:** regulations for the guidance of an organization's meetings

**STATING THE QUESTION:** formally placing a motion before the assembly and indicating (where appropriate) that it is open to debate. Wording of a motion in the minutes should be exactly the same as when *stated* by the chair.

**SUBSIDIARY MOTIONS:** Motions that assist the assembly in treating or disposing of a main motion (and sometimes other motions).

**TWO-THIRDS VOTE:** two out of three of the votes *cast*. For two-thirds approval, the affirmative vote is at least twice as large as the negative.

**UNFINISHED BUSINESS:** questions that have come over from the previous meeting because that meeting adjourned without completing its order of business.

**VOTE:** a formal expression of the will, opinion, or preference of the members of an assembly in regard to a matter submitted to it.

**YIELD:** give way to. A pending question yields to one of higher rank.



# ANNEX F

## Conflict of Interest

### AFFIDAVIT

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

I, \_\_\_\_\_, as a member of the City of Manor City Council, make this Affidavit and hereby on oath, state the following:

"I, and/or a person or persons related to me, have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the City of Manor City Council and the economic effect on my business entity or real property is distinguishable from its effect on the general public. What constitutes a "substantial interest," "business entity," "real property" and a "special economic effect" are terms defined in Chapter 171 of the Texas Local Government Code.

"I affirm that the business entity or real property referred to above is: \_\_\_\_\_

The nature of my substantial interest in this business entity or real property is: (Check all which are applicable.)

- \_\_\_ An ownership interest of 10% or more of the voting stock or shares of the business entity; or
- \_\_\_ An ownership interest either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- \_\_\_ Funds received from the business entity exceed 10% of \_\_\_\_\_ (my, his, her) gross income for the previous year; or
- \_\_\_ Real property is involved and \_\_\_\_\_ (I, he, she) has/have an equitable or legal ownership with a fair market value of at least \$2,500 or more;
- \_\_\_ A relative of mine related in the first degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Texas Government Code, is considered to have a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.
- \_\_\_ Other: \_\_\_\_\_

"Upon the filing of this Affidavit with the City Secretary, I affirm that I will abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of public official

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by

\_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, which witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
State of Texas

# ANNEX G

## Invocation Presentations Policy and Procedure

Effective February 1, 2023, the City of Manor City Council approved Ordinance No. 686 amending the City Council Rules of Procedure to add “Invocation” into the Order of Business applicable to Regular and Special Meetings. The City Council also considered and approved this policy and procedure to guide the presentation of Invocations.

This policy is intended to guide presenters in preparing and delivering remarks and to help preserve the dignity of the proceeding as the City Council considers matters in service to Manor residents and businesses. This policy serves to acknowledge and express the respect of the City of Manor for the diversity of religious denominations and faiths represented and practiced in Manor and to invite Council members to reflect upon shared ideals and common ends before embarking on the business of governing. No faith or religious denomination is intended to be favored or preferred.

1. Invocation Opportunity. An opportunity for an invocation will be provided at the beginning of City Council Regular and Special meetings.
2. Definitions.
  - a. A regular meeting of the city council is a meeting generally conducted on the first and third Wednesdays of the month.
  - b. A special meeting of the city council is a meeting scheduled and held as the council deems necessary to transact the business of the city.
3. Guidelines.
  - a. Providing the Invocation. Religious leaders who reside within the City of Manor may notify the City Secretary in writing of their interest and willingness to give an invocation at a City Council Regular or Special meeting. Religious leaders expressing such interest will be scheduled on a “first-come first-served basis”.
  - b. Scheduling and Council Rotation. If a religious leader should cancel or if no request has been submitted to the City Secretary by 5:00 p.m. of the Monday of the week preceding the City Council meeting, a Council Member may be scheduled to provide the invocation. The City Secretary will schedule Council Members to provide the invocation based on a rotation list so that each council Member has an opportunity to provide the invocation. A Council Member may decline to give an invocation.
  - c. No Proselytizing or Disparaging. The invocation must not be used to proselytize or advance any one faith or belief or to disparage any other faith or belief.

- d. Voluntary Participation. No one will be required to participate in any invocation. Persons will not be treated differently based on whether they participate in the invocation.
- e. No Compensation. A person who delivers an invocation is not eligible for and shall not receive compensation.
- f. Time Limitation. An invocation should be limited to no more than one (1) minute.
- g. This policy is not intended and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination.

## **Exhibit “A”**

### **Invocation Presentations Policy and Procedure**



# ANNEX G

## INVOCATION PRESENTATIONS POLICY AND PROCEDURE

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## **Exhibit “B”**

### **City Council Rules of Procedure**



# **CITY COUNCIL RULES OF PROCEDURE**

**As Adopted by Ordinance No. 516  
Effective May 2, 2018**

**Amended by Ordinance No. 597  
Effective December 16, 2020**

**Amended by Ordinance No. 626  
Effective November 3, 2021**

**Amended by Ordinance No. 631  
Effective November 17, 2021**

**Amended by Ordinance No. 644  
Effective April 20, 2022**

**Amended by Ordinance No. 662  
Effective July 20, 2022**

**Amended by Ordinance No. 686  
Effective February 1, 2023**



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## Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.

## Section 2 – AUTHORITY

The City Charter of Manor, Texas [Adopted: August 15, 2007; Amended: May 9, 2015, and Amended: November 3, 2020] provides in Article III (City Council Judge of its Members), Section 3.04. (Rule of Procedure) that “The Council shall by ordinance determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or State law, the Council will refer to RONR, which shall generally determine such procedural issue. [www.robertsrules.com](http://www.robertsrules.com).

## Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of the Texas Open Meetings Act.

### 3.01. Regular Meetings.

The City Council shall conduct regular meetings generally on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Wednesdays of each month. All regular meetings shall normally be scheduled to begin at 7:00 p.m. at City Hall and are open to the public.

### 3.02. Special Meetings.

In accordance with Section 3.07 (Meetings) of the City Charter, “special meetings may be scheduled and held as the council deems necessary to transact the business of the city.” Special meetings are open to the public.

### 3.03. Workshop Sessions.

Workshop sessions may be scheduled by the Mayor, a majority of Council Members or by the City Manager. They are normally conducted prior to regular or special meetings but may also be conducted at other times as well. Their purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by council during these sessions, but workshops shall be posted and are open to the public. The City Council may suspend the application of this rule during a workshop session by majority vote of those members present and voting and take action on any item posted on the workshop agenda.

### **3.04. Executive Sessions.**

The City Council may meet in executive session under the provisions of the Texas Open Meetings Act. No vote shall be taken in an executive session on any matter under consideration nor shall any Council Member enter into a commitment with another respecting a vote to be taken subsequently in an open meeting of the City Council.

### **3.05. Public Hearings.**

Public Hearings may be scheduled to present evidence on both sides of issue(s). Some Public Hearings are required by state law such as approving an annual budget and setting a tax rate. Others are conducted voluntarily to obtain a full range of citizen input on important matters, such as a proposed bond issue. Public Hearings may be scheduled as part of a Regular Meeting or on other occasions as necessary.

### **3.06. Town Hall Meetings.**

Town Hall Meetings may be scheduled periodically for the purpose of open discussion with citizens of Manor on specific issues or general matters regarding the activities of the City. Action may not be taken by the City Council at a Town Hall Meeting. If any action is indicated, the matter will be scheduled as an agenda item at a regular meeting of the City Council. Any citizen may participate in a Town Hall Meeting, and there is no requirement to sign up to speak prior to the meeting. Town Hall Meetings will be posted according to the Texas Open Meetings Act.

### **3.07. Public Notice.**

The agenda for all meetings and the notice listing items to be considered shall be posted by the City Secretary on the City's website and on the bulletin board at City Hall in accordance with the Texas Open Meetings Act [Chapter 551, Texas Government Code].

### **3.08. Quorum and Attendance.**

In accordance with Section 3.06 (Quorum and Attendance) of the City Charter, "Four members of the council shall constitute a quorum for transacting business and no action of the council shall be valid or binding unless taken in an open meeting with a quorum present. Less than a quorum may adjourn any meeting, or order and compel the attendance of absent members. It shall be the duty of each member of the council to attend each regular and special council meeting and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office." [See section 5.05 Excusal from Attendance].



### **3.09. City Manager Participation.**

The City Manager shall attend all meetings of the City Council except when excused by the City Council. The City Manager may make recommendations to the City Council and shall have the right to take part in all discussions but shall not have a vote.

### **3.10. City Attorney Participation.**

The City Attorney, or designated assistant City Attorney, shall attend the meetings of the City Council upon request by the City Manager to advise the City Council on all legal matters and represent the City in all litigation (except where outside counsel is engaged) and other legal matters.

### **3.11. City Secretary Participation.**

The City Secretary shall attend each meeting of the City Council and shall keep, in a record provided for that purpose, accurate minutes of the City Council's proceedings.

### **3.12. City Department Directors Participation.**

The City staff department heads shall attend the second regular meeting of each month to respond to inquiries made by the City Council on departmental monthly reports unless excused by the City Manager. The City Council may request the presence of specific department heads or staff members, through the City Manager, for other meetings or sessions.

### **3.13. Agenda.**

- a. The Mayor, Council Members, City Manager, City Department Directors, City Attorney, and the City Secretary may place items on the agenda. Agenda items shall be submitted in written form to the City Secretary in accordance with subsection (b). The City Secretary will coordinate the placement of items on the agenda with the City Manager who will resolve any conflicts with Mayor and Council Members. Agenda items may be removed only by the Mayor and City Manager, except agenda items requested by City Council.
- b. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary in accordance with this section and in order to allow compliance with the Texas Open Meetings Act 72-hour notice provision. Agenda items and presentations are due on or before the Wednesday of the week preceding the next scheduled City Council meeting.
- c. The City Secretary shall submit a draft agenda to the City Manager on or before the Tuesday of the week preceding the next scheduled City Council meeting for review and revision.

- d. The agenda packets for all regular and special meetings will be delivered via email to the Mayor and Council Members on the Friday preceding the following Wednesday meeting.

### **3.14. Minutes.**

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The Minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

### **3.15. Attendance by the Public.**

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act.

### **3.16. City Legislation and Actions of Significant Public Impact and Concern.**

Any action or ordinance of the City of Manor that falls into the following three categories is considered an action of significant public impact and concern:

- a. Any action or ordinance that criminalizes behavior or creates criminal liability.
- b. Any action or ordinance that has a substantial impact on private property rights.
- c. Any action or ordinance that involves the expenditure of more than three hundred thousand dollars (\$300,000) and that is not a recurring expense or renewal of an expense.

The City Council shall not vote on any action of significant public impact and concern unless and until it has been presented and discussed in at least two Council meetings, which occur within a 60-day period, except as provided in Section 10.

## **Section 4 - STANDARDS OF CONDUCT**

### **4.01. Council Members.**

- a. During City Council meetings, Council Members shall assist in preserving order and decorum and shall neither by conversation or other activity delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the City Council.
- b. A Council Member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine his/her discussion to the question under debate and avoid discussion of personalities, the use of inappropriate language, making personal attacks, and verbally abusing colleagues or anyone else in attendance.

- c. Council Members may question City staff members during meetings when they are making presentations to the City Council. Council Members shall neither berate nor admonish City staff members. Questions to other City staff members who are not making presentations should first be directed to the City Manager who will then ask the appropriate City staff member to respond, or the City Manager may address the question.
- d. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer. If a Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined.
- e. Council Members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the City Council.
- f. When there is more than one speaker on the same subject, Council Members will delay their subsequent comments until after all speakers on the subject have been heard.

#### **4.02. Council Relations with the Media.**

All City press releases, media advisories, story suggestions, or similar items should go through the City Manager's office for distribution, with exception of factual police department bulletins which designated officers may send directly to the City Manager, with a copy to the City Secretary.

#### **4.03. City Staff.**

- a. Members of the City staff and employees of the City shall observe the same rules of procedures and decorum applicable to members of the City Council.
- b. Although the presiding officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City staff members under the City Manager's direction and control.
- c. The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City staff members in City Council meetings.
- d. All staff members addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion.
- e. All remarks and questions addressed to the City Council by staff members shall be addressed to the City Council as a whole and not to any individual member.

#### **4.04. Members of the Public**

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s).
- b. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- c. Members of the Public attending Council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent, and slanderous remarks or who become boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the presiding officer requests the sergeant-at-arms to remove such offenders from the room.
- d. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- e. No placards, banners, or signs of any kind will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.
- f. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

#### **4.05. Enforcement.**

The sergeant-at-arms (Manor Police Officer) attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the rules of the City Council.

### **Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS**

#### **5.01. Seating Arrangement.**

In meetings where the Council is seated at the dais, the Mayor shall be seated at the center of the dais; the City Manager shall be seated adjacent to the Mayor, Council Members are seated by Place No. 1-6 and City Secretary shall be seated on the table to the right of the dais.



## **5.02. Right of the Floor.**

A Council Member desiring to speak must first be recognized by the presiding officer. No Council Member shall address the presiding officer or demand the floor while a vote is being taken.

## **5.03. Conflict of Interest.**

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

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

An affidavit in the form attached hereto in Annex F disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

A City Council member prevented from voting by a conflict of interest, shall remove themselves from the dais.

## **5.04. Voting.**

- a. In accordance with Section 3.08 (Voting) of the City Charter, “All members of the council present shall vote upon every issue, subject or matter properly before the council and requiring a council vote; provided that, if any member of the council has a conflict of interest, that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issue shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of council present and voting, and not less than four affirmative votes shall be required to pass, approve, adopt, take action on or consent to any ordinance, resolution, action, matter, issue or motion.” Any reference to an action of the City Council requiring a majority vote of the members present and voting shall be subject to the requirement set forth in Section 3.08 of the City Charter that not less than four affirmative votes shall be required to pass, approve, adopt, take action on, or consent to the action.
- b. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present and voting.

- c. A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action.

#### **5.05. Excusal from Attendance.**

Council Members are expected to attend meetings and remain in attendance during each meeting. Should a Council Member be unable to attend, the Mayor, City Council, City Manager, and the City Secretary should be notified prior to that meeting and the reason for missing the meeting should be provided. Council absence at special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned shall only be excused by a majority vote of council taken during roll call. A Council Member who fails to give prior notice of their absence at a meeting as required by this section shall be counted as absent without good and sufficient cause. In the event that a City Council member is absent from thirty percent (30%) of all special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned, the City Council may revoke its approval of prior excused absences and deem such absences to be without good and sufficient cause for the purposes of Sections 3.04 and 3.08 of the City Charter. A Council Member may not have excused absences revoked until they have been in office at least six months.

#### **5.06. Excusal During Meetings.**

A Council Member needing to be excused during an ongoing session should advise the presiding officer prior to departing the session.

#### **5.07. Confidential Information**

The City Council shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the city, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. The City Council shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group. Failure of a member to comply with this Section shall constitute misconduct in office.

### **Section 6 - CHAIR AND DUTIES**

#### **6.01. Chair.**

The Mayor, if present, shall preside as chair at all meetings of the City Council. In the absence of the Mayor, the Mayor ProTem shall preside. In the absence of both the Mayor and Mayor ProTem, the remaining Council Members shall, in accordance with the City Charter, by election, designate one member as acting Mayor to preside for that session. The term “presiding officer” when used in these Rules of Council shall mean the chair.

## **6.02. Call to Order.**

The sessions of the City Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor ProTem or, in the Mayor ProTem's absence, by the acting Mayor. In the absence of both the Mayor and Mayor ProTem, the City Manager will temporarily preside over the meeting until the Council selects an acting Mayor to preside over the meeting.

## **6.03. Preservation of Order.**

The Chair shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine Council Members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

# **Section 7 - ORDER OF BUSINESS**

## **7.01. Regular and Special Meetings.**

Regular and special meetings will generally adhere to the following agenda:

- Call to Order and Announce a Quorum is Present
- Invocation
- Pledge of Allegiance
- Presentations/Proclamations/Recognitions/Events (as appropriate)
- Workshop Sessions (as appropriate)
- Public Comments (related to any matter not on the agenda, no action taken)
- Public Hearings (as appropriate)
- Reports (as appropriate)
- Consent Agenda (may be moved to Regular Agenda by the Mayor or a Council Member)
- Regular Agenda
- Executive Session (as appropriate)
- Reconvene in Open Session (as appropriate)
- Adjournment

The policy and procedure for presentation of an invocation is found in Annex G and incorporated herein.

## **7.02. Workshops, Executive Sessions and Town Hall Meetings**

- Workshops and executive sessions will normally be conducted in a less formal manner than regular sessions as follows: Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)
- Summation
- Adjournment

Town Hall meetings will generally be conducted in the following agenda:

- Call to Order
- Purpose for the meeting
- City Council or City staff presentation (if any)
- Open discussion (facilitated by the Councilmember calling the Meeting)
- Summation
- Adjournment

### **7.03. Public Hearings.**

The City Manager shall schedule public hearings on the City Council's agenda to be held at least two weeks before the City Council must vote on the matter (unless the law requires otherwise, in which case, Public Hearings shall be conducted as provided by state law). In addition to this requirement, when conducted as part of a Regular Meeting, a vote may be taken on the matter at that same meeting. When a Public Hearing is conducted as a stand-alone meeting and not part of a Regular Meeting, the vote may be taken at a subsequent Regular or Special Meeting.

### **7.04. Addressing the City Council.**

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Therefore, public input to the City Council, both oral and written, is encouraged.

#### **a. Public Comments.**

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to the City Secretary. The presiding officer shall call upon those who have submitted cards. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name and address for the record, and, if speaking for an organization or group, identify the group represented. *No formal action can be taken by the City Council during the public comments.*
- (2) For items on the agenda, the speaker will have three (3) minutes to complete his/her comments unless otherwise permitted by the presiding officer. The City Secretary shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.
- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.
- (4) Questions or requests for information shall be directed to the presiding officer who shall then determine whether, and in what manner, a response will be provided.



- (5) During comments regarding agenda items, Council members may request the floor to respond to any citizen comment with information or to ask follow up questions as appropriate. Councilmembers may only direct comments and questions to the speaker and may not take the opportunity to discuss matters among themselves.

**b. Written Correspondence and Telephone Calls.**

- (1) Member of the Public may direct written comments to the individual Council Member by addressing their letter to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at [www.manortx.gov](http://www.manortx.gov)
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages. Telephone calls should be returned in a timely manner, excluding Saturdays, Sundays and official state and national holidays.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

**c. Media Inquiries.**

- (1) The recognized local media sources may direct questions to members of the City Council through the City Manager.
- (2) Other legitimate regional, state and national media sources are expected to coordinate questions to Council Members and staff through the City Manager.
- (3) All media questions will be initially directed to the City Manager, the Chief of Police, or the Public Information Officer (if one is designated).

**d. Legal Settlements in Regards to Any Claims Against the City.**

All offers for legal settlements for claims or litigation against the City must be submitted in writing.

**Section 8 – RULES OF ORDER**

**8.01. General.**

These rules, consistent with the City Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

**8.02. Authority of the Chair.**

- a. Subject to appeal of the full City Council, the Chair shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair shall be courteous and fair and should presume that the moving party is acting in good faith.

- b. The Chair will perform the role of facilitator to assist the City Council in focusing agenda discussions and deliberations.
- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

### **8.03. Obtaining the Floor.**

Any Council Member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer must recognize any Council Member who seeks the floor appropriately entitled to do so.

### **8.04. Council Deliberations and Order of Speakers.**

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member, the City Manager, or the City Attorney (if present). The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.
- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
- h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

### **8.05. Length of Comments.**

Council Members shall govern themselves as to the length of the comments, questions, or presentations. As a courtesy, the presiding officer will signal by hand to a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

#### **8.06. Limit Deliberations to Item at Hand.**

Council Members shall limit their comments and questions to the subject matter, time, or motion being currently being considered by the City Council.

#### **8.07. Motions.**

In accordance with Section 1.05.037 (Motions; deferring action) of the City Charter, “(a) A motion may be made by any member other than the presiding officer.” The presiding officer shall, prior to offering a motion, however, ensure that other Council Members have the opportunity to make the motion. Any member of the City Council, other than the person offering the motion, may second a motion. See Annex B (Chief Purposes of Motions), Annex C (Parliamentary Strategy), Annex D (Basic Information on Motions), and Annex E (Parliamentary Terms).

#### **8.08. Procedures for Motions.**

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated, it must be seconded. If there is no second, the motion fails.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the presiding officer.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the presiding officer.
- d. Once a motion has been properly made and seconded, the presiding officer shall open the matter for additional discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the presiding officer.

#### **8.09. Amendments to Motions.**

- a. When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to action on the main motion.
- b. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion.
- c. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- d. Action shall be taken on the amended amendment prior to any other action to further amend the main motion.

#### **8.10. Motion to Continue.**

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

**8.11. Motion to Remove.**

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

**8.12. Motion to Table.**

A motion to table will delay consideration of the item being discussed by the City Council.

**8.13. Motion to Refer.**

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

**8.14. Withdrawal of Motion.**

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If the motion is modified, the Council Member who seconded the motion may withdraw his/her second. If a motion that has received a second is withdrawn by one of the Council Members making the motion, the motion must be seconded by another Council Member to proceed, or it will die for lack of a second.

**8.15. Motion for Reconsideration.**

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.
- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

**Section 9 – CITY COUNCIL COMMITTEES****9.01. Committees Established.**

- a) The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees. Standing Committees will be established by ordinance.



- b) Each advisory committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. An advisory committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.
- c) City Council shall determine the number of members, not to exceed two (2) council members per committee and appoint a chair to the advisory committee.

#### **9.02. Ad Hoc Committees.**

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a regular session of Council prior to the committee convening to conduct business.

#### **9.03. Committee Meetings.**

- a. Advisory Committees shall meet as necessary.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members.
- c. Citizens wishing to submit Public Comments during open meetings will need to complete the Public Comments Form provided by the City and email the form to [publiccomments@manortx.gov](mailto:publiccomments@manortx.gov) at least two (2) hours prior to the committee meeting indicated within this procedure.
- d. Public Comments will be read by the Chair of the Committee for the record. No action will be taken by the committee during public comments.

#### **9.04. Agenda and Information.**

- a. Before each committee meeting, the Chair and City Secretary shall provide an agenda and supporting information for the meeting to committee members. Items may be scheduled on the agenda for committee briefings by the chair, the City Council, the City Manager, or the Mayor.
- b. Summary minutes will be kept by the City Secretary, unless otherwise indicated within this procedure.

## **Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW**

### **10.01. Suspension of Rules.**

Any provision of these rules not governed by the City Charter, City ordinances, or state law may be temporarily suspended by a majority vote of the members of the City Council present and voting. The vote on any such suspension shall be taken by Motion and entered upon the record. The vote on any such suspension shall be taken by Motion and entered upon the record. Provisions that may not be suspended include, but are not limited to:

- a. Rule 3.04, Executive Sessions;
- b. Rule 3.07, Public Notice;
- c. Rule 3.08, Quorum and Attendance;
- d. Rule 3.14, Minutes (the provisions requiring that minutes be kept and the content of minutes)
- e. Rule 3.15, Attendance by the Public;
- f. Rule 3.16, City Legislation and Actions of Significant Public Impact and Concern, if pertaining to zoning and annexation orders required to be read twice in accordance with Section 4.06 of the City Charter;
- g. Rule 5.03, Conflicts of Interest;
- h. Rule 5.04, Voting; and
- i. Rule 6.01, Chair.

### **10.02. Amendment of Rules.**

These rules may be amended, or new rules adopted, by a majority vote of the members of the City Council present and voting.

### **10.03. Annual Review of Rules.**

Following the municipal general elections each year, City Council may review these rules of procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the City Charter. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the City Council's right and ability to amend the rules in accordance with the City Charter and Rule 10.02.

## **Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS**

### **11.01. Mail and E-mail.**

- a. All general mail directed to the Mayor and Council Members at City Hall will be date stamped and distributed as appropriate at City Council Meetings.
- b. All mail providing information on city issues and agenda items will be copied to the Mayor and Council Members.
- c. E-mails are provided to Mayor and Council Members for city business, e-mails requiring a response from the Mayor or Council Member(s) should copy the City Manager.

**11.02. Clerical Support.**

The City Manager will coordinate appropriate clerical support requested by the Mayor and Council Members.

**11.03. Master Calendar.**

A master calendar of City Council events, functions, and sessions will be maintained by the City Secretary's office and provided to the Mayor and Council Members as appropriate. Events, functions, and activities to be attended by the Mayor or individual Council Members will be included on the master calendar only at the request of the Mayor or individual Council Member(s).

**11.04. Requests for Research or Information.**

The Mayor and individual Council Members may request information or research from the city staff on a given topic through the City Manager who will make all members of City Council aware of the special request, as it may be of interest to them as well. Accordingly, the City Manager will provide the results of the request to all members of City Council. In the event the City Manager believes he cannot respond in a timely manner, he and the members of City Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

**11.05. Notification of Significant Activities or Events.**

The Mayor and Council Members shall expect the City Manager to notify them, and provide periodic updates, regarding significant activities or events in the City related to natural or man-made disasters, major criminal activity, major accidents involving city property, serious injury or death involving a city staff/employee within an hour (if feasible).

# ANNEX A

## Fundamental Principles of Parliamentary Law

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various sessions of the Manor City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of another member. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.



# ANNEX B

## The Chief Purposes of Motions

PURPOSE	MOTION
Present an idea for Consideration and action	Main motion Resolution
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Previous Question
Delay a decision	Refer to committee Postpone/table to a certain time Recess Adjourn
Kill an item	Postpone Indefinitely
Meet an emergency	Question of privilege Suspend rules Lay on the Table
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask a member a question Question of privilege
Question the decision of the presiding officer	Point of order
Enforce rights and privileges	Parliamentary inquiry Point of order Appeal from decision of the chair
Consider a question again	Take from the Table Discharge a committee Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Amend a previous action
Terminate a meeting	Adjourn Recess

# ANNEX C

## Parliamentary Strategy

To Support a Motion	To Oppose a Motion
<ol style="list-style-type: none"> <li>1. Second it promptly and enthusiastically.</li> <li>2. Speak in favor of it as soon as possible.</li> <li>3. Do your homework; know your facts; have handouts, charts, etc., if appropriate.</li> <li>4. Move to amend motion, if necessary, to make it more acceptable to proponents.</li> <li>5. Vote against motion to table or to postpone, unless delay will strengthen your position.</li> <li>6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes.</li> <li>7. If defeat seems likely, move to refer to committee, if that would improve chances.</li> <li>8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory.</li> <li>9. Have available a copy of the rules of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> <li>10. If motion is defeated, move to reconsider, if circumstances warrant it.</li> <li>11. If motion is defeated, consider reintroducing it at a subsequent meeting.</li> </ol>	<ol style="list-style-type: none"> <li>1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive.</li> <li>2. Move to amend the motion so as to eliminate objectionable aspects.</li> <li>3. Move to amend the motion to adversely encumber it.</li> <li>4. Draft a more acceptable version and offer as amendment by substitution.</li> <li>5. Move to postpone to a subsequent meeting.</li> <li>6. Move to refer to committee.</li> <li>7. Move to recess, if you need time to round up votes or obtain more facts.</li> <li>8. Question the presence of quorum, if appropriate.</li> <li>9. Move to adjourn</li> <li>10. On a voice vote, vote emphatically.</li> <li>11. If the motion is adopted, move to reconsider, if you might win a subsequent vote.</li> <li>12. If the motion is adopted, consider trying to rescind it at a subsequent meeting.</li> <li>13. Have available a copy of the rule of procedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> </ol>

# **ANNEX D**

## **Basic Information on Motions**

# **ANNEX E**

## **Parliamentary Terms**



# ANNEX F

## Conflict of Interest

### AFFIDAVIT

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

I, \_\_\_\_\_, as a member of the City of Manor City Council, make this Affidavit and hereby on oath, state the following:

"I, and/or a person or persons related to me, have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the City of Manor City Council and the economic effect on my business entity or real property is distinguishable from its effect on the general public. What constitutes a "substantial interest," "business entity," "real property" and a "special economic effect" are terms defined in Chapter 171 of the Texas Local Government Code.

"I affirm that the business entity or real property referred to above is: \_\_\_\_\_

The nature of my substantial interest in this business entity or real property is: (Check all which are applicable.)

- \_\_\_ An ownership interest of 10% or more of the voting stock or shares of the business entity; or
- \_\_\_ An ownership interest either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- \_\_\_ Funds received from the business entity exceed 10% of \_\_\_\_\_ (my, his, her) gross income for the previous year; or
- \_\_\_ Real property is involved and \_\_\_\_\_ (I, he, she) has/have an equitable or legal ownership with a fair market value of at least \$2,500 or more;
- \_\_\_ A relative of mine related in the first degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Texas Government Code, is considered to have a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.
- \_\_\_ Other: \_\_\_\_\_

"Upon the filing of this Affidavit with the City Secretary, I affirm that I will abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of public official

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by

\_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, which witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
State of Texas

# ANNEX G

## Invocation Presentations Policy and Procedure

Effective February 1, 2023, the City of Manor City Council approved Ordinance No. 686 amending the City Council Rules of Procedure to add “Invocation” into the Order of Business applicable to Regular and Special Meetings. The City Council also considered and approved this policy and procedure to guide the presentation of Invocations.

This policy is intended to guide presenters in preparing and delivering remarks and to help preserve the dignity of the proceeding as the City Council considers matters in service to Manor residents and businesses. This policy serves to acknowledge and express the respect of the City of Manor for the diversity of religious denominations and faiths represented and practiced in Manor and to invite Council members to reflect upon shared ideals and common ends before embarking on the business of governing. No faith or religious denomination is intended to be favored or preferred.

1. Invocation Opportunity. An opportunity for an invocation will be provided at the beginning of City Council Regular and Special meetings.
2. Definitions.
  - a. A regular meeting of the city council is a meeting generally conducted on the first and third Wednesdays of the month.
  - b. A special meeting of the city council is a meeting scheduled and held as the council deems necessary to transact the business of the city.
3. Guidelines.
  - a. Providing the Invocation. Religious leaders who reside within the City of Manor may notify the City Secretary in writing of their interest and willingness to give an invocation at a City Council Regular or Special meeting. Religious leaders expressing such interest will be scheduled on a “first-come first-served basis”.
  - b. Scheduling and Council Rotation. If a religious leader should cancel or if no request has been submitted to the City Secretary by 5:00 p.m. of the Monday of the week preceding the City Council meeting, a Council Member may be scheduled to provide the invocation. The City Secretary will schedule Council Members to provide the invocation based on a rotation list so that each council Member has an opportunity to provide the invocation. A Council Member may decline to give an invocation.
  - c. No Proselytizing or Disparaging. The invocation must not be used to proselytize or advance any one faith or belief or to disparage any other faith or belief.

- d. Voluntary Participation. No one will be required to participate in any invocation. Persons will not be treated differently based on whether they participate in the invocation.
- e. No Compensation. A person who delivers an invocation is not eligible for and shall not receive compensation.
- f. Time Limitation. An invocation should be limited to no more than one (1) minute.
- g. This policy is not intended and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance granting Texas Community Propane Inc. the right, privilege and franchise to use streets, alleys and thoroughfares to operate and maintain a propane distribution system in the City of Manor.

### BACKGROUND/SUMMARY:

On April 17, 2002, the City Council approved Ordinance 200 with Texas Community Propane with a term of 20 years. It is common for public utilities in the State of Texas to secure long term agreements and allow them time to plan and fund their infrastructure upgrades throughout the community and region. The City of Manor has been fortunate to form partnerships with other public utilities by investing and providing quality services to our residents and businesses and extending this agreement would be a consistent business practice for our organization. Legal counsel for Texas Community Propane Inc. provided minor edits to the Ordinance approved by City Council on First Reading on January 4<sup>th</sup>. A redline of the edits and clean copy are provided for your review and consideration for approval.

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

- Ordinance No. 688

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 688 granting Texas Community Propane Inc. the right, privilege and franchise to use streets, alleys and thoroughfares to operate and maintain a propane distribution system in the City of Manor.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS GRANTING TO TEXAS COMMUNITY PROPANE, INC. THE RIGHT, PRIVILEGE, AND FRANCHISE TO USE STREETS, ALLEYS, AND ~~THOUROUGHFARES~~THOROUGHFARES TO OPERATE AND MAINTAIN A PROPANE DISTRIBUTION SYSTEM IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS; PROVIDING REGULATIONS FOR THE CONDUCT OF THE SYSTEM; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, Texas Community Propane, Ltd., a Texas domestic limited partnership registered to do business in the State of Texas (the “Company”) desires to continue operating a propane gas utility system within the City of Manor, Texas (the “City”);~~and~~

**WHEREAS**, it is in the best interest of the City to offer the Company a franchise renewal on such terms and conditions as will provide the City with control and options necessary to provide for the public good;~~and~~

**WHEREAS**, after providing at least ten (10) ~~days’~~days notice, a public hearing was held on this franchise renewal;~~and~~

**WHEREAS**, Chapter 121 of the Texas Utilities Code authorizes the City to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the City;~~and~~

**WHEREAS**, the City strives to promote orderly and safe development within the territorial limits of the City; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) finds that this Ordinance authorizing the City to renew a franchise with Company under certain conditions is in the best interest of the health, safety, and welfare of the citizens of the City;~~;~~

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

**SECTION 1. Findings of Fact.** That all of the above recitals and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. Grant of Franchise.** Subject to the terms and conditions of this Franchise



Ordinance, the right, privilege and franchise is hereby granted to the Company, and to its successors, lessees, and assigns, as are authorized and approved by ordinance, to have, own, acquire, install, construct, reconstruct, operate, maintain, use, and extend a system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures facilities and appurtenances (hereinafter the "System") for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting propane gas ("Gas"), including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public places including any streams, water courses or water ways within the City limits of the City of Manor, Travis County, Texas (the "City"), and including any territory that the City may hereafter annex, acquire or purchase; and to distribute, sell, store, supply, transport, carry and/or convey Gas through the System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance. This Franchise Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Company under the Gas Utility Regulatory Act, Texas Utilities Code, Chapter 103, as amended.

**SECTION 3. Placement of Pipes and Facilities.** (a) The mainlines and service pipes of the Company shall be laid in alleys, streets, and avenues, and, public utility easements that allow the placement of gas mains, and when in streets and avenues, shall be laid parallel with the curb line thereof, or in such locations as shall be most practical, provided, however, that in no case shall any main be laid less than 24 inches below the established street grade, without permission of the City Engineer. The Company is hereby authorized, licensed, and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted by this Franchise Ordinance, provided the same do not conflict with existing infrastructure in the public ways. However, the Company agrees to give the City reasonable notice of the dates, location, and nature of work to be performed on the Company's facilities or gas system within the public ways or rights of way. Storage tanks having a capacity of 12,900 gallons or greater shall be buried underground. Storage tanks having a capacity of less than 12,900 gallons will be either above ground or buried on a case-by-case basis as determined by the Company and approved by the City Engineer. Temporary storage tanks of any size may remain on site above ground with approval from the City Engineer, provided such tanks do not remain at the site longer than fifteen (15) months. Company shall not construct, install or erect any facilities or equipment above ground on any such public property without specific written permission of the City Engineer, or other proper public authority.

(b) Except in the case of an emergency, when the Company shall desire to lay any mains hereunder, and before commencing its construction work, it shall submit to the City Engineer, or other proper authority, a pre-construction map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to construct such pipes and mains. The City Engineer, or other proper authority, shall respond

in writing to Company within a reasonable period of time, not to exceed twenty (20) business days, after Company's submission either approving or rejecting the plan, and if a rejection, listing the reasons for such rejection. Approval by the City Engineer, or other proper authority, shall constitute a permit to the Company for the opening of the streets, avenues, alleys, and other public places shown on the map or plan, and for the construction or laying of the mains and pipes by the Company (the "Permit") as shown on the plan. If the City Engineer, or other proper authority, does not respond within twenty (20) business days, the Permit shall be deemed denied. In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Company of the reasons for the denial and all necessary steps to secure approval of the Permit by resubmittal. Company shall have the right to immediately appeal the issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, the Company may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the Council fails to act on the appeal within twenty-one (21) days, the appeal will be deemed to be denied unless agreed otherwise in writing by the Company and the City. Appeal of any decision made by the City Council shall be made to the District Court of Travis County, Texas. It shall not be necessary for Company to secure a permit for the laying of service pipes from the mainline pipes of the Company to its customers. This Section 2(b) shall also apply to all other facilities and equipment of the Company to be constructed or installed on public property within the City. Upon completion of the construction the Company shall file with the City Engineer, or other proper authority, the "as built" plans.

(c) In the refilling of all openings made by the Company, it shall restore the City public rights-of-way to a condition reasonably approximate to the original condition, and when the Company shall open any ground in the City rights-of-way, the Company shall open no more space nor keep the space open any longer than is reasonably necessary to properly execute the work for which such space shall have been opened. The Company shall at all times display and keep the necessary danger signals and barricades around all excavations and obstructions and shall keep sufficient space in good condition for the travel of automobiles, trucks, and other motor vehicles, on at least one side of all excavations and obstructions. The Company shall comply with all applicable City ordinances, rules, and regulations for the repair of cuts and excavations, as are applicable to all other franchisees of the City, however, in the event that any term or condition of this franchise conflicts with the City's comprehensive ROW ordinance, this franchise shall prevail.

(d) The Company shall not install any pipe, line or facility within any park or recreational land of the City without specific written permission. The Company may petition the Council for permission to cross park lands; provided that the grant of any such permission shall be in the sole discretion of the Council.

(e) When the Company is required by City to remove or relocate its mains, laterals,

and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through the City, Company shall provide costs and expenses to the City to be included in any application by City for reimbursement. Company will work with the City to provide appropriate cost and expense documentation to the City prior to the filing of the application. When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by City without reimbursement from City, Company shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 et al, of the Texas Utilities Code or any other applicable law or regulations. Relocation of any Company mains, pipes or facilities for private purposes will be subject to reimbursement.

**SECTION 4. Location of Pipes and Facilities; Fleet and Customer Information.**

Company shall cooperate and provide at no cost to the City copies of maps, plans and other information depicting and detailing the location of Company's facilities, pipes, transmission lines and related appurtenances within city limits of the City, including full details related to anything located in public rights-of-way or within City utility easements. Company shall provide City with information related to their vehicle fleet and equipment that will or may be operated within the City, specifically detailing weight capacity and/or hazardous transport designations.

**SECTION 5. Emergency Plan, Coordination.** Company shall cooperate and coordinate the formation of an emergency plan with the City's fire department and emergency responders in the event of a gas line break, leak or other such failure of the Company's system and related infrastructure. Company shall inform City personnel of actions that will be taken by Company under varying emergency situations, including the detection and smell of gas. Company shall provide details of tank locations and related infrastructure of Company, the locations of emergency shut off valves and other information deemed pertinent by the City's emergency responders.

**SECTION 6. Reservations of Rights.** All work, activity and undertakings by the Company shall be subject to the terms and provisions of this Franchise and the continuing exercise by the City of its governmental and police powers; and provided further that nothing herein shall be construed to require or authorize Company to exceed any rights granted herein or by the Texas Railroad Commission. No fee or other charges of any kind shall be imposed upon the Company, or upon any consumer of gas for the breaking or opening of any streets or other public rights-of-way or for the laying, construction, or maintenance of ~~mainline~~ mainlines, service pipes or other facilities therein except as provided for hereunder. Nothing in this Franchise Ordinance shall be construed in such manner as to in any way abridge the right of the City to pass the necessary police ordinances for the protection of the

citizens of the City and their property, and the property of the Company, as long as such ordinances are not inconsistent with this Franchise Ordinance.

**SECTION 7. Damage to Facilities.** Subject to an exception for emergencies, the Company shall do no permanent injury to any street, avenue, alley, lane, bridge, stream, watercourse, park or public place. Any such injury by the Company to any street, avenue, alley, lane, bridge, stream, watercourse, park or public place shall be repaired at the cost and expense of the Company. Company and City shall exercise reasonable efforts to ensure that any future installations of utilities in City rights-of-way by Company, City or other utility providers authorized by City do not interfere unnecessarily with any facilities of Company, City or other utility providers. In the event of a conflict between the location of the facilities of Company and the location of the facilities of City or other utility franchises within the Public Right-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

**SECTION 8. Rules and Rates.** Company, and its successors and assigns, shall have the right to adopt and enforce Rules of Service for service hereunder not inconsistent with law or this Franchise Ordinance. Company shall supply propane gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City and as provided herein. Upon demand, Company shall provide to the City a list of all applicable rules, regulations, including state and federal statutes, applicable to Company's business operations conducted within the City.

**SECTION 9. Franchise Term.** This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty (20) years from and after the date it becomes effective.

**SECTION 10. Option to Purchase.** (a) In the event Company shall desire renewal of this Franchise Ordinance, the Company shall notify the City within the last twelve (12) months of the term of this Franchise Ordinance. If the City refuses to renew this Franchise Ordinance with the Company, the City, at the City's option, shall have the right to purchase for cash the distribution plant assets of the Company located within the City, and those located within the extraterritorial jurisdiction of the City that are operated as one business unit with the assets located within the City, for the market value of such assets, appraised as an ongoing business without regard to the lack of a franchise ordinance (the "Appraised Value").

(b) In order to exercise this option to purchase, the City must provide written notice the Company of the City's intention to purchase (the "Notice"), or such option is waived. If given, the Notice by City to the Company shall be provided on the later of the following times: (i) six (6) months prior to the expiration of the Franchise Ordinance; (ii) six (6) months after the receipt from the Company of the Company's notice that it desires to renew

this Franchise; or (iii) six (6) months after receiving written notice from the Company that the Franchise Ordinance has expired. The determination of the Appraised Value shall be accomplished as set forth below. The Company and the City shall meet within thirty (30) days of the Notice and attempt to reach agreement upon the Appraised Value. In the event the Company and the City cannot reach agreement upon the Appraised Value within such thirty (30) day period, Company and the City shall each appoint a qualified business appraiser, with a reasonable level of experience in business valuations of utility assets. The appraisers so appointed shall each render an opinion as to the Appraised Value within ninety (90) days of the Notice. If the two opinions differ by 10%, or less, of the higher value, the average of the values shall be the Appraised Value. If the two opinions differ by more than 10% of the higher value, the appointed appraisers shall select a mutually agreeable independent business appraiser (with reasonable business valuation experience), who shall provide an opinion as to the Appraised Value to both parties within one hundred fifty (150) days of the Notice. The value assigned by the independent appraiser and the closest value assigned by either of the ~~appointed~~appointed appraisers shall be averaged to produce the Appraised Value.

(c) Both parties shall use good faith efforts to reach agreement on the terms and conditions of the purchase and to close the purchase transaction prior to the expiration of the term of the franchise ordinance. Each party shall bear its own costs and expenses associated with the purchase transaction and shall share equally all costs of the independent business appraiser.

(d) In the event the City exercises the option to purchase Company's system, such purchase must be closed within six (6) months following the final determination of the Appraised Value pursuant to Subsection 7(b) above. In such event, the franchise term shall be deemed extended for such time as required to finalize the purchase of the distribution assets of Company, but no longer than six (6) months in any event. In the event the City decides not to purchase Company's system, or the City is financially unable to close the purchase of the Company's system within the six (6) months, the City's purchase right shall be deemed waived, and the City shall reimburse Company for all of the Company's reasonably necessary costs and expenses expended in preparing for the purchase transaction.

(e) In the event the City does not exercise the option to purchase and this Franchise Ordinance is not renewed or extended, at the expiration of the franchise term the Company may, at its sole option either: (1) abandon its facilities in place in accordance with the Regulations with the Railroad Commission of Texas, in which case the City shall support Company's abandonment filing at the Railroad Commission; or (2) remove such facilities and restore the streets, alleys, parks and public places of the City to a reasonably as good condition as before such removal; or (3) any combination of the foregoing, all at ~~Company's~~sCompany's cost and expense. Nothing in this section shall prohibit the City and Company from mutually agreeing to extend the term of this Franchise Ordinance so as to allow for good faith negotiations on a new Franchise Ordinance.



**SECTION 11. Transfer and Assignment.** Company shall not transfer this Franchise nor any rights and privileges granted herein without the written approval of the Council expressed by Ordinance, provided however, that the Company may transfer this Franchise to another wholly owned affiliate of the Company upon thirty days' prior written notice, if (i) such new affiliate accepts the Franchise under its then current terms and conditions and assumes liability for all acts and omissions of its predecessors and (ii) Company provides a guarantee of such new affiliate's performance in a form acceptable to the City. Such approval shall not be unreasonably delayed or withheld. The Company may assign this Franchise only for the purpose of securing corporate financing for the Company.

**SECTION 12. City and Company.** Whenever the words "the Company" occur in this Franchise Ordinance, it shall mean and shall be understood to be Texas Community Propane, Ltd., and its successors, lessees, assigns, individual, co-partnership, corporation, receiver, or other person or authority owning or operating such franchise or plant under authority of an ordinance of the City approving such transfer or assignment; and whenever the words "authority", "proper authority", or "City" occur in this Franchise Ordinance they mean and shall be understood to be the authorized officer or officers, committee, city council, commission or other body representing the City of Manor, Texas.

**SECTION 13. Franchise Fees.** (a) As full consideration for the rights and privileges conferred by this Franchise Ordinance, and as a charge for the use of the streets, alleys and public ways, Company shall collect from its customers and pay to the City a sum of money, known as the "Franchise Fee", equal to the sum of the following: (1) four percent (4%) of Company's actual Gross Receipts from Gas Sales ~~(as defined in Section 13(b))~~ to Company's gas sales customers located in the City; plus (2) four percent (4%) of Company's actual Gross Receipts from Gas Transportation ~~(as defined in Section 13(b))~~ to Company's gas transportation customers with re-delivery points located in the City; plus (3) four percent (4%) of Company's actual Gross Receipts from Utility Regulated Service Charges ~~(as defined in Section 13(b))~~.

(b) Subject to the other provisions herein, Gross Receipts from Gas Sales shall be and include: (1) the Company's total receipts from its gas sales to its customers located within the corporate limits of the City consisting of the following receipts: (i) cost of service and (ii) purchased gas and applicable revenue tax adjustments; (2) Gross Receipts from Gas Transportation which shall be defined as the Company's total receipts from its transportation of third party gas for re-delivery to customers with re-delivery points located within the corporate limits of the City, consisting of receipts from cost of service; provided that Company's Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation: (1) receipts from non-regulated miscellaneous service charges (e.g. charges for appliance light-ups, returned checks, etc.); (2) receipts from gas sales or gas transportation services to customers located at

delivery points outside the corporate limits of the City; (3) receipts from gas consumed or transported by Company for its own use; (4) bad debt or uncollected accounts; (5) receipts collected for gas utility taxes; (6) receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity, other than Franchise Fees and gross receipts taxes; (7) receipts for construction advances or contributions in aid of construction; (8) receipts for maintenance of appliances, machinery or equipment; (9) receipts for compensation for damage to Company's property; (10) receipts from sales of materials, appliances or equipment; and (11) receipts from any non-regulated utility or non-regulated services or products. Utility Regulated Service Charges are charges for services (but not for propane gas sales or transportation services) that (a) Company provides to its customers located within the corporate limits of the City and (b) which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority. Such Utility Regulated Service Charges shall include receipts of Company from its customers in the City for connections, dis-connections and meter tests. Such Utility Regulated Service Charges shall not include receipts of Company from its customers in the City for appliance sales, appliance light-ups, maintenance of customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

(c) Company shall collect from its customers and pay the City under the terms of this Franchise Ordinance, the franchise fee and gross receipts above provided based upon meters read on or after the effective date of this Franchise Ordinance. During the term of this Franchise Ordinance, Company shall collect from its customers and pay the City in May and November for the preceding six months, not including April and May and October and November. Company shall include with the Franchise Fee payment a statement showing its gross Receipts from Gas Sales, Gas Transportation in the City and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fees shall be *final* as to both parties unless questioned by written notice provided to the other party within (3) years after payment thereof has been made.

(d) It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the public rights-of-way of the City, including expressly the charge permitted to be levied by Texas Tax Code §§ 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Company's obligations to pay all other franchise, license, easement or occupation taxes, levies, exactions, fees, rentals, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's rights-of-way, with the sole exception of sales taxes, and ad valorem taxes. ~~It is specifically provided however that~~ However, this subsection shall not release, waive, or apply to the imposition of any fine, penalty, or charge arising and imposed as a result of the violation of a rule, regulations, or ordinance. This section shall not be construed to waive any building or construction permit fees or ~~inspection~~ inspection fees.

(e) It is expressly agreed by the City that the Franchise Fees defined in this Franchise Ordinance are a reasonable and necessary operating expense of Company and shall be fully recovered by Company by collection from its customers in the City, whether asserted retroactively or prospectively, by revising its rate schedules, assessing an additional charge to the monthly bills of its customers within the City, adding an additional charge to the Company's purchased gas adjustment clause for the City or in any legal manner determined in Company's discretion.

(f) The City may, upon reasonable prior written notice and during reasonable business hours, inspect and review the books and records of Company to verify the amount of Franchise Fees due. It is understood and agreed that such representative may be an independent agent, assigned by the City Council to conduct the inspection of Company's books and records for the reconciliation of Franchise Fee payments to determine the accuracy thereof

(g) The rights, privileges, and franchises granted by this Franchise Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity providing propane gas service to customers within the City (other than Company) is not legally required to pay the same or an equivalent Franchise Fee as required to be collected and paid by Company in this Franchise Ordinance, then with respect to propane gas sales or transportation service to those specific customers, Company's Franchise Fee obligation resulting from sales or transportation service to those specific customers may be automatically reduced by Company to a level equivalent to the amount the City legally requires to be paid by such other entity.

(h) The City shall be paid a franchise fee once with respect to the same gas sold and/or transported within the City. Should the City receive or be entitled to receive from any other company, firm, corporation or person a franchise fee or similar street rental fee payment from the transportation and/or sale of the same or equivalent gas, the aggregate amount which the City has received or is entitled to receive with respect to the same or equivalent gas transported and/or sold by Company shall be deducted from, and reported with, the Franchise Fee payment to be made to the City by Company hereunder. Among other things, this section is intended to apply to gas purchased by Company for resale to its customers within the City and to Transport Gas redelivered by Company within the City. Among other things, this section is intended to apply to gas purchased by Company for resale to its customers within the City and to Transport Gas redelivered by Company within the City. Upon request of Company, the City agrees to provide Company, within a reasonable time of its receipt, with written notice setting forth the amounts of any such franchise fee or other fee received for the use of its streets for the transportation or sale of gas in the City that is ultimately

transported or delivered through Company's system in the City.

(i) It is recognized by the City that the intent of sections 13(g) and 13(h) is to ~~insure~~ensure that, with respect to Franchise Fees, Company is on a level playing field with its competitors so as to avoid unjust discrimination against Company.

**SECTION 14. Annexation.** The City shall notify Company in writing of the annexation of any new territory into the City limits by providing maps that highlight the newly annexed territories. Upon receipt of notice of annexation from the City, Company shall have ninety (90) days to begin collecting and paying the Franchise Fee for any revenues received from Company's customers residing in the newly annexed territories. In the event Company has constructed mainlines, service pipes, or other facilities on the annexed property prior to annexation, the Company agrees to file as-built plans with the City identifying all mains and storage facilities.

**SECTION 15. Dispute Resolution.** If any dispute arises between the City and the Company, or any of its affiliates (collectively the "Parties"~~2,3~~ or individually a "Party"), relating to this Franchise Ordinance, the Parties agree to use the following procedure prior to either Party pursuing other available remedies:

(a) A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority (or telephone access to such individuals) regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) If within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of this dispute, they will jointly appoint a mutually acceptable arbitrator qualified by education and training to rule upon the matter in controversy and not affiliated with either of the Parties (the "Arbitrator"). In the event the Parties have been unable to agree upon such appointment within fifty (50) days from the initial meeting, the Parties will seek the assistance of the American Arbitration Association or other mutually agreeable dispute resolution organization to appoint the Arbitrator, who shall have a reasonable level of experience with similar issues. The fees of the Arbitrator shall be shared equally by the Parties. Each Party in such proceedings shall bear the costs and expenses of its counsel, witnesses, and employees. All other costs and expenses of the arbitration proceeding shall be borne equally by both Parties.

(c) The Arbitrator shall promptly hear and determine the controversy, dispute, or question in accordance with the provisions of the Texas General Arbitration Act or other mutually agreeable arbitration act. The Arbitrator shall render a final award within ninety (90) days following the date upon which the Arbitrator is appointed. The Parties agree that the Arbitrator may award all available contractual remedies to the Parties, including injunctive relief, if necessary.

(d) All arbitration proceedings hereunder shall be subject to the Texas General Arbitration Act, and any amendments thereto (unless otherwise mutually agreed to in writing

by the Parties), where such act is not in conflict with the provisions hereto; provided that notwithstanding any other term, provision or condition hereof, or the Act, as amended.

**SECTION 16. Indemnity.** In consideration of the granting of this Franchise, Company agrees that City shall not be liable or responsible for, and Company does hereby release, agree to indemnify, defend, and hold harmless the City, its agents, officers and employees, from and against any and all suits, actions, or claims of injury to any person, or damages to or loss of any property brought or made for or on account of any death, injuries to, or damages received or sustained by or on behalf of any person or persons, firm, corporation, or other entity, arising out of or occasioned by the Company's construction, operation, maintenance, or management of its transmission or distribution system, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees, or licenses, including a breach of the Company's obligation under this Franchise Ordinance to provide the City information contained in written reports that is free of material misrepresentation, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or intentional acts or omissions of the City, its officers and employees. In the event that any action, suit, or proceeding is brought against City upon any liability arising out of the construction, operations, or maintenance of the Company's facilities, City shall give notice in writing to Company by Registered or Certified Mail. Upon receipt of such notice, the Company, at its own expense, shall defend such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City and/or to satisfy said judgment. City agrees to cooperate with Company in connection with such defense. In the event a claim allegedly arises from the concurrent fault of both the City and the Company, the Company must indemnify the City to the full proportionate extent to which the Company is found to be responsible. The City shall promptly notify the Company by registered or certified mail of any claim or cause of action which may be asserted against the City relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses, and consultants as it deems necessary to defend against the claim or cause of action. The Company shall have the right to investigate, defend and compromise all claims referred to herein after conferring with the City's legal department. It is understood that it is not the intention of either the City or the Company to create liability, right or claim for the benefit of third parties and this Franchise Ordinance is intended and shall be construed for the sole benefit of the City and the Company.

**SECTION 17. Anti-Boycott Verification.** To the extent this Franchise Ordinance constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Company represents that neither Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company (i) boycotts Israel or (ii) will boycott Israel through the term



of this Franchise Ordinance. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

**SECTION 18. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Franchise Ordinance constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Company represents that Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**SECTION 19. Anti-Boycott Verification – Energy Companies.** The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Franchise Ordinance. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

**SECTION 20. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Franchise Ordinance. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity

or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**SECTION 21. Savings Clause.** The City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 22. Severability.** If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 23. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 24. Effective Date.** This Franchise Ordinance shall take effect and be in full force from and after its final passage and approval by the City Council in accordance with the general laws of the State of Texas and the acceptance hereof in writing by Company as herein provided.

**SECTION 25. Acceptance.** The Company shall, within sixty (60) days from the approval of this Franchise Ordinance signed by the Mayor, file in the office of the City Secretary its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

The above and foregoing Franchise Ordinance of the City of Manor, Travis County, Texas, Ordinance No. \_\_\_\_\_, and the grants, franchise, powers, rights, and privileges thereto were accepted by Texas Community Propane, Ltd., on and as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TEXAS COMMUNITY PROPANE, LTD.**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ORDINANCE NO. 688**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS GRANTING TO TEXAS COMMUNITY PROPANE, INC. THE RIGHT, PRIVILEGE, AND FRANCHISE TO USE STREETS, ALLEYS, AND THOROUGHFARES TO OPERATE AND MAINTAIN A PROPANE DISTRIBUTION SYSTEM IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS; PROVIDING REGULATIONS FOR THE CONDUCT OF THE SYSTEM; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS,** Texas Community Propane, Ltd., a Texas domestic limited partnership registered to do business in the State of Texas (the “Company”) desires to continue operating a propane gas utility system within the City of Manor, Texas (the “City”);

**WHEREAS,** it is in the best interest of the City to offer the Company a franchise renewal on such terms and conditions as will provide the City with control and options necessary to provide for the public good;

**WHEREAS,** after providing at least ten (10) days notice, a public hearing was held on this franchise renewal;

**WHEREAS,** Chapter 121 of the Texas Utilities Code authorizes the City to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the City;

**WHEREAS,** the City strives to promote orderly and safe development within the territorial limits of the City; and

**WHEREAS,** the City Council of the City of Manor, Texas (the “City Council”) finds that this Ordinance authorizing the City to renew a franchise with Company under certain conditions is in the best interest of the health, safety, and welfare of the citizens of the City;

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

**SECTION 1. Findings of Fact.** That all of the above recitals and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.



**SECTION 2. Grant of Franchise.** Subject to the terms and conditions of this Franchise Ordinance, the right, privilege and franchise is hereby granted to the Company, and to its successors, lessees, and assigns, as are authorized and approved by ordinance, to have, own, acquire, install, construct, reconstruct, operate, maintain, use, and extend a system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures facilities and appurtenances (hereinafter the "System") for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting propane gas ("Gas"), including the equivalent substitutes, for all other lawful purposes in, through, upon, under, and along the present and future streets, avenues, alleys, bridges, sidewalks, parks, easements, highways, and any other public places including any streams, water courses or water ways within the City limits of the City of Manor, Travis County, Texas (the "City"), and including any territory that the City may hereafter annex, acquire or purchase; and to distribute, sell, store, supply, transport, carry and/or convey Gas through the System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance. This Franchise Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Company under the Gas Utility Regulatory Act, Texas Utilities Code, Chapter 103, as amended.

**SECTION 3. Placement of Pipes and Facilities.** (a) The mainlines and service pipes of the Company shall be laid in alleys, streets, and avenues, and, public utility easements that allow the placement of gas mains, and when in streets and avenues, shall be laid parallel with the curb line thereof, or in such locations as shall be most practical, provided, however, that in no case shall any main be laid less than 24 inches below the established street grade, without permission of the City Engineer. The Company is hereby authorized, licensed, and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted by this Franchise Ordinance, provided the same do not conflict with existing infrastructure in the public ways. However, the Company agrees to give the City reasonable notice of the dates, location, and nature of work to be performed on the Company's facilities or gas system within the public ways or rights of way. Storage tanks having a capacity of 12,900 gallons or greater shall be buried underground. Storage tanks having a capacity of less than 12,900 gallons will be either above ground or buried on a case-by-case basis as determined by the Company and approved by the City Engineer. Temporary storage tanks of any size may remain on site above ground with approval from the City Engineer, provided such tanks do not remain at the site longer than fifteen (15) months. Company shall not construct, install or erect any facilities or equipment above ground on any such public property without specific written permission of the City Engineer, or other proper public authority.

(b) Except in the case of an emergency, when the Company shall desire to lay any mains hereunder, and before commencing its construction work, it shall submit to the City Engineer, or other proper authority, a pre-construction map or plan showing the streets, avenues, alleys, and other public places and the locations thereon wherein it proposes to

construct such pipes and mains. The City Engineer, or other proper authority, shall respond in writing to Company within a reasonable period of time, not to exceed twenty (20) business days, after Company's submission either approving or rejecting the plan, and if a rejection, listing the reasons for such rejection. Approval by the City Engineer, or other proper authority, shall constitute a permit to the Company for the opening of the streets, avenues, alleys, and other public places shown on the map or plan, and for the construction or laying of the mains and pipes by the Company (the "Permit") as shown on the plan. If the City Engineer, or other proper authority, does not respond within twenty (20) business days, the Permit shall be deemed denied. In the event that the Permit is denied, the City Engineer, or other proper authority, shall advise Company of the reasons for the denial and all necessary steps to secure approval of the Permit by resubmittal. Company shall have the right to immediately appeal the issuance of the Permit to the City Manager, and if not approved within ten (10) calendar days by the City Manager, the Company may appeal to the City Council and be heard at a public meeting held in compliance with applicable law. If the Council fails to act on the appeal within twenty-one (21) days, the appeal will be deemed to be denied unless agreed otherwise in writing by the Company and the City. Appeal of any decision made by the City Council shall be made to the District Court of Travis County, Texas. It shall not be necessary for Company to secure a permit for the laying of service pipes from the mainline pipes of the Company to its customers. This Section 2(b) shall also apply to all other facilities and equipment of the Company to be constructed or installed on public property within the City. Upon completion of the construction the Company shall file with the City Engineer, or other proper authority, the "as built" plans.

(c) In the refilling of all openings made by the Company, it shall restore the City public rights-of-way to a condition reasonably approximate to the original condition, and when the Company shall open any ground in the City rights-of-way, the Company shall open no more space nor keep the space open any longer than is reasonably necessary to properly execute the work for which such space shall have been opened. The Company shall at all times display and keep the necessary danger signals and barricades around all excavations and obstructions and shall keep sufficient space in good condition for the travel of automobiles, trucks, and other motor vehicles, on at least one side of all excavations and obstructions. The Company shall comply with all applicable City ordinances, rules, and regulations for the repair of cuts and excavations, as are applicable to all other franchisees of the City, however, in the event that any term or condition of this franchise conflicts with the City's comprehensive ROW ordinance, this franchise shall prevail.

(d) The Company shall not install any pipe, line or facility within any park or recreational land of the City without specific written permission. The Company may petition the Council for permission to cross park lands; provided that the grant of any such permission shall be in the sole discretion of the Council.

(e) When the Company is required by City to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through the City, Company shall provide costs and expenses to the City to be included in any application by City for reimbursement. Company will work with the City to provide appropriate cost and expense documentation to the City prior to the filing of the application. When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction of streets or alleys by City without reimbursement from City, Company shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 et al, of the Texas Utilities Code or any other applicable law or regulations. Relocation of any Company mains, pipes or facilities for private purposes will be subject to reimbursement.

**SECTION 4. Location of Pipes and Facilities; Fleet and Customer Information.**

Company shall cooperate and provide at no cost to the City copies of maps, plans and other information depicting and detailing the location of Company's facilities, pipes, transmission lines and related appurtenances within city limits of the City, including full details related to anything located in public rights-of-way or within City utility easements. Company shall provide City with information related to their vehicle fleet and equipment that will or may be operated within the City, specifically detailing weight capacity and/or hazardous transport designations.

**SECTION 5. Emergency Plan, Coordination.** Company shall cooperate and coordinate the formation of an emergency plan with the City's fire department and emergency responders in the event of a gas line break, leak or other such failure of the Company's system and related infrastructure. Company shall inform City personnel of actions that will be taken by Company under varying emergency situations, including the detection and smell of gas. Company shall provide details of tank locations and related infrastructure of Company, the locations of emergency shut off valves and other information deemed pertinent by the City's emergency responders.

**SECTION 6. Reservations of Rights.** All work, activity and undertakings by the Company shall be subject to the terms and provisions of this Franchise and the continuing exercise by the City of its governmental and police powers; and provided further that nothing herein shall be construed to require or authorize Company to exceed any rights granted herein or by the Texas Railroad Commission. No fee or other charges of any kind shall be imposed upon the Company, or upon any consumer of gas for the breaking or opening of any streets or other public rights-of-way or for the laying, construction, or maintenance of mainlines, service pipes or other facilities therein except as provided for hereunder. Nothing in this Franchise Ordinance shall be construed in such manner as to in any way abridge

the right of the City to pass the necessary police ordinances for the protection of the citizens of the City and their property, and the property of the Company, as long as such ordinances are not inconsistent with this Franchise Ordinance.

**SECTION 7. Damage to Facilities.** Subject to an exception for emergencies, the Company shall do no permanent injury to any street, avenue, alley, lane, bridge, stream, watercourse, park or public place. Any such injury by the Company to any street, avenue, alley, lane, bridge, stream, watercourse, park or public place shall be repaired at the cost and expense of the Company. Company and City shall exercise reasonable efforts to ensure that any future installations of utilities in City rights-of-way by Company, City or other utility providers authorized by City do not interfere unnecessarily with any facilities of Company, City or other utility providers. In the event of a conflict between the location of the facilities of Company and the location of the facilities of City or other utility franchises within the Public Right-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

**SECTION 8. Rules and Rates.** Company, and its successors and assigns, shall have the right to adopt and enforce Rules of Service for service hereunder not inconsistent with law or this Franchise Ordinance. Company shall supply propane gas and provide regulated services at the rates and under the terms and conditions specified by such rules, its tariffs filed with the City and as provided herein. Upon demand, Company shall provide to the City a list of all applicable rules, regulations, including state and federal statutes, applicable to Company's business operations conducted within the City.

**SECTION 9. Franchise Term.** This Franchise Ordinance shall continue and remain in full force and effect for a period of twenty (20) years from and after the date it becomes effective.

**SECTION 10. Option to Purchase.** (a) In the event Company shall desire renewal of this Franchise Ordinance, the Company shall notify the City within the last twelve (12) months of the term of this Franchise Ordinance. If the City refuses to renew this Franchise Ordinance with the Company, the City, at the City's option, shall have the right to purchase for cash the distribution plant assets of the Company located within the City, and those located within the extraterritorial jurisdiction of the City that are operated as one business unit with the assets located within the City, for the market value of such assets, appraised as an ongoing business without regard to the lack of a franchise ordinance (the "Appraised Value").

(b) In order to exercise this option to purchase, the City must provide written notice the Company of the City's intention to purchase (the "Notice"), or such option is waived. If given, the Notice by City to the Company shall be provided on the later of the following times: (i) six (6) months prior to the expiration of the Franchise Ordinance; (ii) six (6)

months after the receipt from the Company of the Company's notice that it desires to renew this Franchise; or (iii) six (6) months after receiving written notice from the Company that the Franchise Ordinance has expired. The determination of the Appraised Value shall be accomplished as set forth below. The Company and the City shall meet within thirty (30) days of the Notice and attempt to reach agreement upon the Appraised Value. In the event the Company and the City cannot reach agreement upon the Appraised Value within such thirty (30) day period, Company and the City shall each appoint a qualified business appraiser, with a reasonable level of experience in business valuations of utility assets. The appraisers so appointed shall each render an opinion as to the Appraised Value within ninety (90) days of the Notice. If the two opinions differ by 10%, or less, of the higher value, the average of the values shall be the Appraised Value. If the two opinions differ by more than 10% of the higher value, the appointed appraisers shall select a mutually agreeable independent business appraiser (with reasonable business valuation experience), who shall provide an opinion as to the Appraised Value to both parties within one hundred fifty (150) days of the Notice. The value assigned by the independent appraiser and the closest value assigned by either of the appointed appraisers shall be averaged to produce the Appraised Value.

(c) Both parties shall use good faith efforts to reach agreement on the terms and conditions of the purchase and to close the purchase transaction prior to the expiration of the term of the franchise ordinance. Each party shall bear its own costs and expenses associated with the purchase transaction and shall share equally all costs of the independent business appraiser.

(d) In the event the City exercises the option to purchase Company's system, such purchase must be closed within six (6) months following the final determination of the Appraised Value pursuant to Subsection 7(b) above. In such event, the franchise term shall be deemed extended for such time as required to finalize the purchase of the distribution assets of Company, but no longer than six (6) months in any event. In the event the City decides not to purchase Company's system, or the City is financially unable to close the purchase of the Company's system within the six (6) months, the City's purchase right shall be deemed waived, and the City shall reimburse Company for all of the Company's reasonably necessary costs and expenses expended in preparing for the purchase transaction.

(e) In the event the City does not exercise the option to purchase and this Franchise Ordinance is not renewed or extended, at the expiration of the franchise term the Company may, at its sole option either: (1) abandon its facilities in place in accordance with the Regulations with the Railroad Commission of Texas, in which case the City shall support Company's abandonment filing at the Railroad Commission; or (2) remove such facilities and restore the streets, alleys, parks and public places of the City to a reasonably as good condition as before such removal; or (3) any combination of the foregoing, all at Company's cost and expense. Nothing in this section shall prohibit the City and Company from mutually agreeing to extend the term of this Franchise Ordinance so as to allow for good faith



negotiations on a new Franchise Ordinance.

**SECTION 11. Transfer and Assignment.** Company shall not transfer this Franchise nor any rights and privileges granted herein without the written approval of the Council expressed by Ordinance, provided however, that the Company may transfer this Franchise to another wholly owned affiliate of the Company upon thirty days' prior written notice, if (i) such new affiliate accepts the Franchise under its then current terms and conditions and assumes liability for all acts and omissions of its predecessors and (ii) Company provides a guarantee of such new affiliate's performance in a form acceptable to the City. Such approval shall not be unreasonably delayed or withheld. The Company may assign this Franchise only for the purpose of securing corporate financing for the Company.

**SECTION 12. City and Company.** Whenever the words "the Company" occur in this Franchise Ordinance, it shall mean and shall be understood to be Texas Community Propane, Ltd., and its successors, lessees, assigns, individual, co-partnership, corporation, receiver, or other person or authority owning or operating such franchise or plant under authority of an ordinance of the City approving such transfer or assignment; and whenever the words "authority", "proper authority", or "City" occur in this Franchise Ordinance they mean and shall be understood to be the authorized officer or officers, committee, city council, commission or other body representing the City of Manor, Texas.

**SECTION 13. Franchise Fees.** (a) As full consideration for the rights and privileges conferred by this Franchise Ordinance, and as a charge for the use of the streets, alleys and public ways, Company shall collect from its customers and pay to the City a sum of money, known as the "Franchise Fee", equal to the sum of the following: (1) four percent (4%) of Company's actual Gross Receipts from Gas Sales [as defined in Section 13(b)] to Company's gas sales customers located in the City; plus (2) four percent (4%) of Company's actual Gross Receipts from Gas Transportation [as defined in Section 13(b)] to Company's gas transportation customers with re-delivery points located in the City; plus (3) four percent (4%) of Company's actual Gross Receipts from Utility Regulated Service Charges [as defined in Section 13(b)].

(b) Subject to the other provisions herein, Gross Receipts from Gas Sales shall be and include: (1) the Company's total receipts from its gas sales to its customers located within the corporate limits of the City consisting of the following receipts: (i) cost of service and (ii) purchased gas and applicable revenue tax adjustments; (2) Gross Receipts from Gas Transportation which shall be defined as the Company's total receipts from its transportation of third party gas for re-delivery to customers with re-delivery points located within the corporate limits of the City, consisting of receipts from cost of service; provided that Company's Gross Receipts from Gas Sales and Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation: (1) receipts from non-regulated miscellaneous service charges (e.g. charges for appliance light-ups, returned checks, etc.); (2) receipts from gas sales or gas transportation services to customers located at

delivery points outside the corporate limits of the City; (3) receipts from gas consumed or transported by Company for its own use; (4) bad debt or uncollected accounts; (5) receipts collected for gas utility taxes; (6) receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity, other than Franchise Fees and gross receipts taxes; (7) receipts for construction advances or contributions in aid of construction; (8) receipts for maintenance of appliances, machinery or equipment; (9) receipts for compensation for damage to Company's property; (10) receipts from sales of materials, appliances or equipment; and (11) receipts from any non-regulated utility or non-regulated services or products. Utility Regulated Service Charges are charges for services (but not for propane gas sales or transportation services) that (a) Company provides to its customers located within the corporate limits of the City and (b) which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority. Such Utility Regulated Service Charges shall include receipts of Company from its customers in the City for connections, dis-connections and meter tests. Such Utility Regulated Service Charges shall not include receipts of Company from its customers in the City for appliance sales, appliance light-ups, maintenance of customer equipment or facilities and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

(c) Company shall collect from its customers and pay the City under the terms of this Franchise Ordinance, the franchise fee and gross receipts above provided based upon meters read on or after the effective date of this Franchise Ordinance. During the term of this Franchise Ordinance, Company shall collect from its customers and pay the City in May and November for the preceding six months, not including April and May and October and November. Company shall include with the Franchise Fee payment a statement showing its gross Receipts from Gas Sales, Gas Transportation in the City and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fees shall be *final* as to both parties unless questioned by written notice provided to the other party within (3) years after payment thereof has been made.

(d) It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the public rights-of-way of the City, including expressly the charge permitted to be levied by Texas Tax Code §§ 182.021-182.026 and 182.081-182.082, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Company's obligations to pay all other franchise, license, easement or occupation taxes, levies, exactions, fees, rentals, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's rights-of-way, with the sole exception of sales taxes, and ad valorem taxes. However, this subsection shall not release, waive, or apply to the imposition of any fine, penalty, or charge arising and imposed as a result of the violation of a rule, regulations, or ordinance. This section shall not be construed to waive any building or construction permit fees or inspection fees.

(e) It is expressly agreed by the City that the Franchise Fees defined in this Franchise Ordinance are a reasonable and necessary operating expense of Company and shall be fully recovered by Company by collection from its customers in the City, whether asserted retroactively or prospectively, by revising its rate schedules, assessing an additional charge to the monthly bills of its customers within the City, adding an additional charge to the Company's purchased gas adjustment clause for the City or in any legal manner determined in Company's discretion.

(f) The City may, upon reasonable prior written notice and during reasonable business hours, inspect and review the books and records of Company to verify the amount of Franchise Fees due. It is understood and agreed that such representative may be an independent agent, assigned by the City Council to conduct the inspection of Company's books and records for the reconciliation of Franchise Fee payments to determine the accuracy thereof

(g) The rights, privileges, and franchises granted by this Franchise Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City. In the event any entity providing propane gas service to customers within the City (other than Company) is not legally required to pay the same or an equivalent Franchise Fee as required to be collected and paid by Company in this Franchise Ordinance, then with respect to propane gas sales or transportation service to those specific customers, Company's Franchise Fee obligation resulting from sales or transportation service to those specific customers may be automatically reduced by Company to a level equivalent to the amount the City legally requires to be paid by such other entity.

(h) The City shall be paid a franchise fee once with respect to the same gas sold and/or transported within the City. Should the City receive or be entitled to receive from any other company, firm, corporation or person a franchise fee or similar street rental fee payment from the transportation and/or sale of the same or equivalent gas, the aggregate amount which the City has received or is entitled to receive with respect to the same or equivalent gas transported and/or sold by Company shall be deducted from, and reported with, the Franchise Fee payment to be made to the City by Company hereunder. Among other things, this section is intended to apply to gas purchased by Company for resale to its customers within the City and to Transport Gas redelivered by Company within the City. Among other things, this section is intended to apply to gas purchased by Company for resale to its customers within the City and to Transport Gas redelivered by Company within the City. Upon request of Company, the City agrees to provide Company, within a reasonable time of its receipt, with written notice setting forth the amounts of any such franchise fee or other fee received for the use of its streets for the transportation or sale of gas in the City that is ultimately transported or delivered through Company's system in the City.

(i) It is recognized by the City that the intent of sections 13(g) and 13(h) is to ensure that, with respect to Franchise Fees, Company is on a level playing field with its competitors so as to avoid unjust discrimination against Company.

**SECTION 14. Annexation.** The City shall notify Company in writing of the annexation of any new territory into the City limits by providing maps that highlight the newly annexed territories. Upon receipt of notice of annexation from the City, Company shall have ninety (90) days to begin collecting and paying the Franchise Fee for any revenues received from Company's customers residing in the newly annexed territories. In the event Company has constructed mainlines, service pipes, or other facilities on the annexed property prior to annexation, the Company agrees to file as-built plans with the City identifying all mains and storage facilities.

**SECTION 15. Dispute Resolution.** If any dispute arises between the City and the Company, or any of its affiliates (collectively the "Parties," or individually a "Party"), relating to this Franchise Ordinance, the Parties agree to use the following procedure prior to either Party pursuing other available remedies:

(a) A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority (or telephone access to such individuals) regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

(b) If within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of this dispute, they will jointly appoint a mutually acceptable arbitrator qualified by education and training to rule upon the matter in controversy and not affiliated with either of the Parties (the "Arbitrator"). In the event the Parties have been unable to agree upon such appointment within fifty (50) days from the initial meeting, the Parties will seek the assistance of the American Arbitration Association or other mutually agreeable dispute resolution organization to appoint the Arbitrator, who shall have a reasonable level of experience with similar issues. The fees of the Arbitrator shall be shared equally by the Parties. Each Party in such proceedings shall bear the costs and expenses of its counsel, witnesses, and employees. All other costs and expenses of the arbitration proceeding shall be borne equally by both Parties.

(c) The Arbitrator shall promptly hear and determine the controversy, dispute, or question in accordance with the provisions of the Texas General Arbitration Act or other mutually agreeable arbitration act. The Arbitrator shall render a final award within ninety (90) days following the date upon which the Arbitrator is appointed. The Parties agree that the Arbitrator may award all available contractual remedies to the Parties, including injunctive relief, if necessary.

(d) All arbitration proceedings hereunder shall be subject to the Texas General Arbitration Act, and any amendments thereto (unless otherwise mutually agreed to in writing by the Parties), where such act is not in conflict with the provisions hereto; provided that

notwithstanding any other term, provision or condition hereof, or the Act, as amended.

**SECTION 16. Indemnity.** In consideration of the granting of this Franchise, Company agrees that City shall not be liable or responsible for, and Company does hereby release, agree to indemnify, defend, and hold harmless the City, its agents, officers and employees, from and against any and all suits, actions, or claims of injury to any person, or damages to or loss of any property brought or made for or on account of any death, injuries to, or damages received or sustained by or on behalf of any person or persons, firm, corporation, or other entity, arising out of or occasioned by the Company's construction, operation, maintenance, or management of its transmission or distribution system, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees, or licenses, including a breach of the Company's obligation under this Franchise Ordinance to provide the City information contained in written reports that is free of material misrepresentation, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or intentional acts or omissions of the City, its officers and employees. In the event that any action, suit, or proceeding is brought against City upon any liability arising out of the construction, operations, or maintenance of the Company's facilities, City shall give notice in writing to Company by Registered or Certified Mail. Upon receipt of such notice, the Company, at its own expense, shall defend such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City and/or to satisfy said judgment. City agrees to cooperate with Company in connection with such defense. In the event a claim allegedly arises from the concurrent fault of both the City and the Company, the Company must indemnify the City to the full proportionate extent to which the Company is found to be responsible. The City shall promptly notify the Company by registered or certified mail of any claim or cause of action which may be asserted against the City relating to or covering any matter against which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses, and consultants as it deems necessary to defend against the claim or cause of action. The Company shall have the right to investigate, defend and compromise all claims referred to herein after conferring with the City's legal department. It is understood that it is not the intention of either the City or the Company to create liability, right or claim for the benefit of third parties and this Franchise Ordinance is intended and shall be construed for the sole benefit of the City and the Company.

**SECTION 17. Anti-Boycott Verification.** To the extent this Franchise Ordinance constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Company represents that neither Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company (i) boycotts Israel or (ii) will boycott Israel through the term of this Franchise Ordinance. The terms "boycotts Israel" and "boycott Israel" as used in this



paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

**SECTION 18. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Franchise Ordinance constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Company represents that Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**SECTION 19. Anti-Boycott Verification – Energy Companies.** The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Franchise Ordinance. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

**SECTION 20. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Franchise Ordinance. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant,

retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**SECTION 21. Savings Clause.** The City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 22. Severability.** If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 23. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 24. Effective Date.** This Franchise Ordinance shall take effect and be in full force from and after its final passage and approval by the City Council in accordance with the general laws of the State of Texas and the acceptance hereof in writing by Company as herein provided.

**SECTION 25. Acceptance.** The Company shall, within sixty (60) days from the approval of this Franchise Ordinance signed by the Mayor, file in the office of the City Secretary its consent to and written acceptance of provisions and conditions of this Franchise Ordinance.

**PASSED AND APPROVED** on First Reading this 18<sup>th</sup> day of January 2023.

**FINALLY PASSED AND APPROVED** on this 6<sup>th</sup> day of February 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

The above and foregoing Franchise Ordinance of the City of Manor, Travis County, Texas, Ordinance No. \_\_\_\_\_, and the grants, franchise, powers, rights, and privileges thereto were accepted by Texas Community Propane, Ltd., on and as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TEXAS COMMUNITY PROPANE, LTD.**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

December 1, 2022

To: City of Manor- Attn: T. Bolt, City Manager

From: Dean LaFever, Director of Operations

Re: Propane Gas Service and Gas Pipeline Awareness Information

Texas Community Propane, Ltd provides metered propane gas service to the following subdivisions located in your service area:

1. Hamilton Point (primary street: Hamilton Point Circle); Lat:30.338 Long:-97.550
2. Stonewater (primary street: Stonewater Blvd); Lat:30.366 Long:-97.525

Similar to a natural gas system, our gas service is delivered through underground gas piping to a meter located beside our customer's house. This outside meter has a lockwing that stops the flow of gas into the home when turned (so that the holes on the lockwing valve are together). The gas supply for each subdivision is provided from one or more propane storage facilities located within the subdivision.

**Our company's main office number is 512-272-5503 and fax number is 512-233-0547.**

**87-SMELLGAS (877-635-5427) 24/7 Emergency Line**

**512-779-8913 – Pat Usener – President**

**512-891-0057 – Office Back Line**

Propane gas has certain properties that are dissimilar from natural gas ( eg; propane is heavier than air and burns twice as hot as natural gas) that warrant your consideration. A representative from our company is available for periodic meetings with your staff. Please contact the office at 512-272-5503 to schedule a meeting or if we may be of additional service.

I received the Pipeline Awareness Summary, Propane Pipeline Safety Brochure, and Pipeline Awareness Survey pertinent to the subdivisions listed above.

**Please FAX Signed Copy to: 512-233-0547**

T. Bolt

Name

12-8-2022

Date

Customer Service Manager

Title

tbolt@manor.tx.gov

Email Address



# TEXAS COMMUNITY PROPANE, LTD.

"WE BUILD GAS SMART COMMUNITIES"

Item 4.

December 1, 2022

To: **Manor Police Dept, Manor- Attn: C. Turner**

From: Dean LaFever, Director of Operations

Re: **Propane Gas Service and Gas Pipeline Awareness Information**



Texas Community Propane, Ltd provides metered propane gas service to the following subdivisions located in your service area:

1. Briarcreek (primary street: Briarcreek Loop); Lat:30.312 Long:-97.537
2. Hamilton Point (primary street: Hamilton Point Circle); Lat:30.338 Long:-97.550
3. Stonewater (primary street: Stonewater Blvd); Lat:30.366 Long:-97.525

Similar to a natural gas system, our gas service is delivered through underground gas piping to a meter located beside our customer's house. This outside meter has a lockwing that stops the flow of gas into the home when turned (so that the holes on the lockwing valve are together). The gas supply for each subdivision is provided from one or more propane storage facilities located within the subdivision.

**Our company's main office number is 512-272-5503 and fax number is 512-233-0547.**

**87-SMELLGAS (877-635-5427) 24/7 Emergency Line**  
**512-779-8913 – Pat Usener – President**  
**956-357-2515-Dean LaFever- Director of Operations**  
**512-891-0057 – Office Back Line**

Propane gas has certain properties that are dissimilar from natural gas ( eg; propane is heavier than air and burns twice as hot as natural gas) that warrant your consideration. A representative from our company is available for periodic meetings with your staff. Please contact the office at 512-272-5503 to schedule a meeting or if we may be of additional service.

I received the Pipeline Awareness Summary, Propane Pipeline Safety Brochure, and Pipeline Awareness Survey pertinent to the subdivisions listed above.

**Please FAX Signed Copy to: 512-233-0547**

Cynthia Turner  
Name

12-08-22  
Date

Police Clerk  
Title

cturner@manortx.gov.  
Email Address

December 1, 2022

To: Manor Fire Department –Attn: Kim Rapp

From: Dean LaFever, Director of Operations

Re: **Propane Gas Service and Gas Pipeline Awareness Information**

Texas Community Propane, Ltd provides metered propane gas service to the following subdivisions located in your service area:

1. Briarcreek (primary street: Briarcreek Loop); Lat:30.312 Long:-97.537
2. Hamilton Point (primary street: Hamilton Point Circle); Lat:30.338 Long:-97.550
3. Stonewater (primary street: Stonewater Blvd); Lat:30.366 Long:-97.525

Similar to a natural gas system, our gas service is delivered through underground gas piping to a meter located beside our customer's house. This outside meter has a lockwing that stops the flow of gas into the home when turned (so that the holes on the lockwing valve are together). The gas supply for each subdivision is provided from one or more propane storage facilities located within the subdivision.

**Our company's main office number is 512-272-5503 and fax number is 512-233-0547.**

**87-SMELLGAS (877-635-5427) 24/7 Emergency Line**

**512-779-8913 – Pat Usener – President**

**956-357-2515- Dean LaFever- Director of Operations**

**512-891-0057 – Office Back Line**

Propane gas has certain properties that are dissimilar from natural gas ( eg; propane is heavier than air and burns twice as hot as natural gas) that warrant your consideration. A representative from our company is available for periodic meetings with your staff. Please contact the office at 512-272-5503 to schedule a meeting or if we may be of additional service.

I received the Pipeline Awareness Summary, Propane Pipeline Safety Brochure, Pipeline Awareness Survey, and Tier II report pertinent to the subdivisions listed above.

**Please FAX Signed Copy to: 512-233-0547**

NATHAN MCRAE

Name

12/8/22

Date

BATTALION CHIEF

Title

nmcrae@tcesd12.com

Email Address



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 22.78 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

### BACKGROUND/SUMMARY:

This property is located at 14807 E US Hwy 290 and is where Krantz Select Woods is currently located. The city had previously submitted an involuntary annexation for this property in 2017 but the City Council removed it at the request of the property owner. The city has recently completed a wastewater line across the front of the property and as part of the easement acquisition some LUEs were provided to the property so long as they annex. The owner has put the property on the market and is voluntarily requesting annexation so a future buyer and/or developer can access the wastewater system.

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

- Petition
- Resolution No. 2023-02
- Post Annexation Services Agreement

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Resolution No. 2023-02 accepting the a voluntary petition for annexation of 22.78 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigns are the owners of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description in Section One below (referred to herein as the "Subject Property");

**WHEREAS**, the undersigns have sought the annexation of the Subject Property by the City of Manor, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to *Chapter 43, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and,

**WHEREAS**, the undersigns agree and consent to the annexation of the Subject Property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex all portions of the Subject Property not already within the corporate limits of the City of Manor, Texas, including the abutting streets, roadways, and rights-of-way thereto, described as follows:

APPROXIMATELY 22.78 acres being out of an a portion of the A.C. CALDWELL SURVEY NO. 52, Abstract No. 154, in Travis County, Texas, and being the same property called 22.65 acres as described in a Deed recorded in Volume 10302, Page 548, Real Property Records of Travis County, Texas.

**SECTION TWO:** Request that after annexation, the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledge and represent having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the Subject Property) and that such "draft" Service Plan is wholly adequate and acceptable

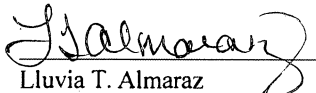
to the undersign who hereby request the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledge that the undersigns understand and agree that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

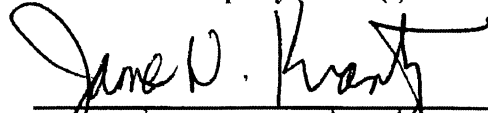
**FILED**, this 19<sup>th</sup> day of December, 2022 with the City Secretary of the City of Manor, Travis County, Texas.

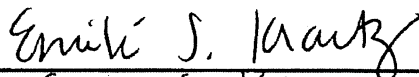
**ATTEST:**

  
Lluvia T. Almaraz  
City Secretary



**Petitioners: Property Owner(s)**

  
Name: James W. Krantz  
Title: manager  
Company (if applicable) Krantz Properties, LLC

  
Name: EMILI S. KRANTZ  
Title: Manager  
Company (if applicable) Krantz Properties, LLC



STATE OF TEXAS

§

§

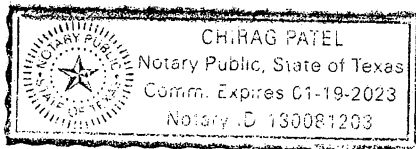
COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James W. Krantz (name), Manager (title), Krantz Properties, LLC (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of December, 2022.

(SEAL)



Notary Public-State of Texas

STATE OF TEXAS

§

§

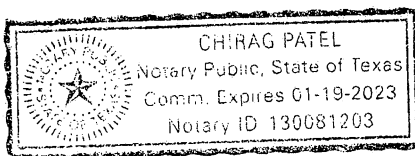
COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Emili S. Krantz (name), Manager (title), Krantz Properties, LLC (company) owner of Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8 day of December, 2022.

(SEAL)



Notary Public-State of Texas

Exhibit "A"

## FOREST SURVEYING AND MAPPING CO.

1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/4 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7639/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/4 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :  
: KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>TH</sup> day of July of 2008, A.D. For: BAHRAMI'S.DOC

  
WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

**EXHIBIT "A-1"**

# **SURVEY PLAT FOR MAHNAZ BAHRAMI**

**22.78 AC.**

**ENVIRONMENTAL MILL AND SUPPLY, INC.  
CALLED 22.65 AC. IN 10302/548**

**22.70 AC.**

**MB & MS ENTERPRISE INC.  
CALLED 22.68 AC. DOC. 2005187865  
IN THE A.C. CALDWELL SURVEY NO 52 A-154  
IN TRAVIS COUNTY, TEXAS**

SCALE: 1"=100'

**U.S. HIGHWAY 290**

**14807 U.S. HIGHWAY 290**

**ENVIRONMENTAL MILL & SUPPLY, INC.**

**22.65 ACRES**

**10302/548**

**22.78 AC.**

**22.70 AC.**

**MB & MS ENTERPRISE, INC.**

**22.682 ACRES**

**DOC. #2005187865**

RESTRICTIVE COVENANTS AND RECORD EASEMENTS HAVE BEEN LISTED HEREON AS IDENTIFIED FOR THIS SURVEY BY COMMITMENT OF 08-7316064 PROVIDED BY ALAMO TITLE CO. EFFECTIVE DATE JUNE 4, 2008 AS FOLLOWS (MAY APPLY IF EXTENDING TO SITE):

A) LENS, MINERAL RIGHTS AND OTHER MATTERS THAT HAVE NOT BEEN REQUESTED HAVE NOT BEEN REVIEWED AS A PART OF THIS SURVEY

SCHEDULE B ITEMS AS FOLLOWS:

B-1) RESTRICTIVE COVENANTS 4685/1334 - (APPLICABLE) NO CHEMICAL DISPOSAL OR SURFACE DUMP SITES

SCHEDULE B ITEM 10 MATTERS:

100) ELECTRIC EASEMENT TO TEXAS PUBLIC UTILITIES CO. 396/227 - 1926 EASEMENT BASED ON UNKNOWN STATIONING - PROBABLE LOCATION ADJACENT HIGHWAY AS SHOWN - CROSSES PROPERTY OF W.H. BALLESTEDT, GENERAL TYPE ADJACENT ACCESS ETC.

100) ELECTRIC EASEMENT TO TEXAS POWER & LIGHT CO. 560/58 - 1937 EASEMENT (GENERAL DESCRIPTION GIVEN AT APPROXIMATE LOCATION, NOT LOCATABLE BY RECORD DESCRIPTION BASED ON UNKNOWN STATIONING WITH IMPRECISE CALLS; CROSSES PROPERTY OF W.H. BALLESTEDT)

100) ELECTRIC EASEMENT TO LOWER COLORADO RIVER AUTHORITY 630/51 - 1930 EASEMENT BY W.H. BALLESTEDT - 100' WIDE EASEMENT CROSSES 135 AC. 244/132, EXISTS SOUTHERLY (SEE PLAT 200100239, DOES NOT EXTEND TO THIS SITE)

100) DRAINAGE OR CHANNELED EASEMENT TO STATE OF TEXAS 1440/286 - CROSSES NORTHEAST PORTION OF SITE AS SHOWN - DESCRIPTION IS ILLEGIBLE, EASEMENT IS LOCATED AT EXISTING DRAINAGE CHANNEL, BY STATE R.O.W. MAP

100 & 101) GENERAL TYPE WATER PIPELINE EASEMENTS TO MANVILLE WATER SUPPLY CORP. 4823/1899 (1972 EASEMENT BY H.F. SCHROEDER CROSSES PROPERTY 713/188) & 5056/1832 (1971 EASEMENT BY EMMETT E. RAMEY CROSSES 118.85 AC. 4685/1334) NOT LOCATABLE

100) TELECOMMUNICATIONS EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY 5769/1121 (20' WIDE EASEMENT BY EMMETT E. RAMEY IN 1977 CROSSING PROPERTY IN 4685/1334 THAT EXISTS NORTH OF HIGHWAY 290, DOES NOT APPLY)

100) LEASE AGREEMENT REAGAN NATIONAL ADVERTISING OF AUSTIN, INC., MEMORANDUM 2000055610 - SEE EXISTING BILLBOARDS ADJACENT HIGHWAY AS SHOWN HEREON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF IMPROVEMENTS. THIS PROPERTY ABUTS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

SURVEY DATE JULY 16, 2008.

WILLIAM F. FOREST, JR. R.P.L.S. 1847



## **LEGEND**

ELEVATION BENCHMARK

STEEL COTTON SPINDLE

IRON PIN FOUND

CORNER NOT FOUND, REPLACED WITH 1/2" IRON PIN

IRON PIPE FOUND

FENCE POST

NAIL FOUND

NAIL SET

CONCRETE MONUMENT FOUND

EXISTING WIRE FENCE

CHARLIEK FENCE

BOARD FENCE

ORANGE MARKER

GAS LINE VALVE

WELL

FIRE HYDRANT

POWER POLE

WATER VALVE

TELEPHONE CABLE

WATERLINE EXISTING

OVERHEAD POWER LINE

CENTER LINE OF CHANNEL

RECORD CALLS (BEARING / DISTANCE)

DATA THIS SURVEY BEARING / DISTANCE

SPECIAL FLOOD HAZARD AREA PER F.E.M.A. (APPROXIMATE LIMIT WILL VARY WITH CONDITIONS)

TRACT LINES

LAND GRANT LINES

ALL DOCUMENT REFERENCES ARE IN TRAVIS COUNTY.

### **NOTE:**

THE BEARING BASIS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM GRID NORTH, TEXAS CENTRAL ZONE NGS CONTROL POINT 89022 DATUM: GEOID03 NAVD83 CONVERGENCE: 0.9999579 COMBINED SCALE FACTOR: 0.99992723

NOTICE: THIS MAP COPYRIGHT 2008 BY FOREST SURVEYING & MAPPING CO. THIS MAP IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES. NO LICENSE HAS BEEN CREATED (EXPRESS OR IMPLIED) TO COPY THIS MAP EXCEPT IN CONJUNCTION WITH THE ORIGINAL TRANSACTION FOR WHICH THIS MAP WAS CREATED. (MAY BE COPIED IN THAT CONTEXT IF CONDITIONS REMAIN UNCHANGED)

LOT 1, UNICORN  
EQUESTRIAN CENTER SUBDIVISION  
DOC. # 200100239

LINE TABLE		
LINE	BEARING	LENGTH
LI	S81°53'24"E	5.87

**F.E.M.A.  
ZONE A**

**COTTONWOOD  
CREEK**

CAPITAL AREA YOUTH  
SOCCER ASSOCIATION  
DOC. 2000012678  
242.07 AC.

**FOREST SURVEYING  
AND MAPPING COMPANY  
1000 ASH STREET  
CORPUS CHRISTI, TEXAS  
78401-6007**

SDSK/BAHRAMI/BAHRAMI ENVIRONMENTAL  
BAHRAMI/COV FINAL/2008

JRN TO:  
MO TITLE COMPANY  
S. MOPAC EXPRESSWAY  
BLDG. III, SUITE 100  
AUSTIN, TEXAS 78746-5776  
GF# 08-7314260-6



WD 2008155343  
8 PGS

8

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 9, 2008

Grantor: Mahnaz Bahrami

Grantor's Mailing Address (including county):

P.O. Box 24  
Land Rock Tx 78680

Grantee: Krantz Properties, LLC, a Texas limited liability company

Grantee's Mailing Address (including county):

1359 Jefferson Hwy  
Jefferson, LA 70121-0000

## Consideration:

1. Ten and No/100 (\$10.00) Dollars and other good and valuable consideration.
2. A note of even date that is in the principal amount of SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$640,000.00) and is executed by Grantee, payable to the order of JPMorgan Chase Bank, NA. The note is secured by a vendor's lien retained in favor of JPMorgan Chase Bank, NA in this Deed and by a Deed of Trust of even date from Grantee to Randall B. Durant, Trustee.

## Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

## Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any state of facts which an accurate survey or search of title would show; and encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any governmental district, agency, or other authority; taxes for the property, the payment of which Grantee assumes; and subsequent assessments for that

and prior years due to change in land usage, ownership, or both, or for environmental audit(s), the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantor is reserving and hereby retains any and all: (i) rights as "Lessor" under that certain Lease Agreement with Reagan National Advertising of Austin, Inc., as Lessee, as evidenced by Memorandum recorded in Document Number 2000058610, Official Public Records of Travis County, Texas, including all renewals or extensions thereof; (ii) surface rights in, on or under the Property as they pertain to the erection, ownership, or leasing of any billboards located on the Property, including but not limited to any existing billboards; and (iii) rights to maintain, repair, replace, erect and lease billboards on the Property, provided that no new billboards shall be erected unless the billboard existing on the date of this deed is removed, and provided that no billboards shall be erected to the west of Cottonwood Creek, unless agreed to in writing by Grantor and Grantee.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

PROPERTY CONDITION: GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE DATE HEREOF HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS



(OR GRANTEE'S REPRESENTATIVES HAVE), PRIOR TO THE DATE HEREOF, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED AND THE PURCHASE, GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY ON THE DATE HEREOF IN ITS "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS DEED (AND RELATED BILL OF SALE) DATED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, GRANTOR AND GRANTOR'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES ("GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (II) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (III) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY, (IV) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (V) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. THE GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT GRANTEE'S SOLE EXPENSE.

GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY. ANY REPAIRS PAID FOR BY GRANTOR PURSUANT TO THIS CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY GRANTOR, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS.

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

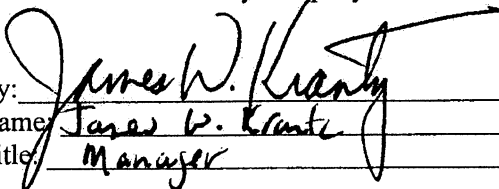
**GRANTOR:**

  
Mahnaz Bahrami

Acknowledged, Accepted, and Agreed to by:

**GRANTEE:**

Krantz Properties, LLC  
A Texas limited liability company

By:   
Name: James W. Krantz  
Title: Manager

**ACKNOWLEDGMENTS**

STATE OF TEXAS

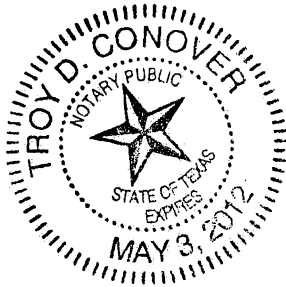
§

COUNTY OF

§

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This instrument was acknowledged before me on the 9 day of September,  
2008, by Mahnaz Bahrami.



[Signature]  
Notary Public in and for  
The State of Texas

Name Printed \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS

§

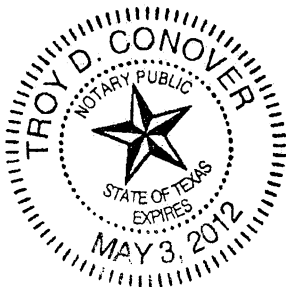
COUNTY OF

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**SEAL**

This instrument was acknowledged before me on the 9 day of September,  
2008, by James W. Kuntz, Margie of Krantz  
Properties, LLC, a Texas limited liability company on behalf of said limited liability company.



[Signature]  
Notary Public in and for  
The State of Texas

Name Printed \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICES OF

HAJJAR SUTHERLAND & KELLY, LLP  
1205 Rio Grande Street  
Austin, Texas 78701  
Telephone: (512) 637-4956  
Telecopier: (512) 637-4958

Exhibit "A"

## FOREST SURVEYING AND MAPPING CO.

1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/4 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7839/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/4 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :  
COUNTY OF WILLIAMSON : KNOW ALL MEN BY THESE PRESENTS;

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>th</sup> day of July of 2008, A.D. *Wm. F. Forest* BAHRAMI.DOC

*William F. Forest Jr.*  
WM. F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

**EXHIBIT "A-1"**



**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Krantz Properties, LLC, a Texas Limited Liability Company ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "subject property");

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the "Effective Date").

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City

utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and



their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

## LANDOWNER(S):

Krantz Properties, LLC  
By: James W. Krantz  
Name (print): James W. Krantz  
Title: Manager  
Date: 12-8-22

Krantz Properties, LLC  
By: Emili S. Krantz  
Name (print): EMILI S. KRANTZ  
Title: MANAGER  
Date: 12/8/22

**Subject Property Description**

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 22.78 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

**WHEREAS**, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

**SECTION TWO:** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 22.78 acres of land, more or less, out of the A.C. Caldwell Survey No. 52,



Abstract No. 154, in Travis County, Texas, and being that 22.78 acre tract described in a deed to Krantz Properties, LLC, as recorded in Document No. 2008155343, of the Real Property Records of Travis County, Texas, said 22.78 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of March 1, 2023. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

**PASSED AND APPROVED** this the 6<sup>th</sup> day of February 2023.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**Exhibit “A”**  
**Subject Property Description**  
**+/- 22.78 Acres**

Exhibit "A"

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/2 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7839/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

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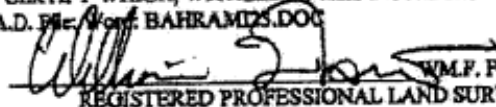
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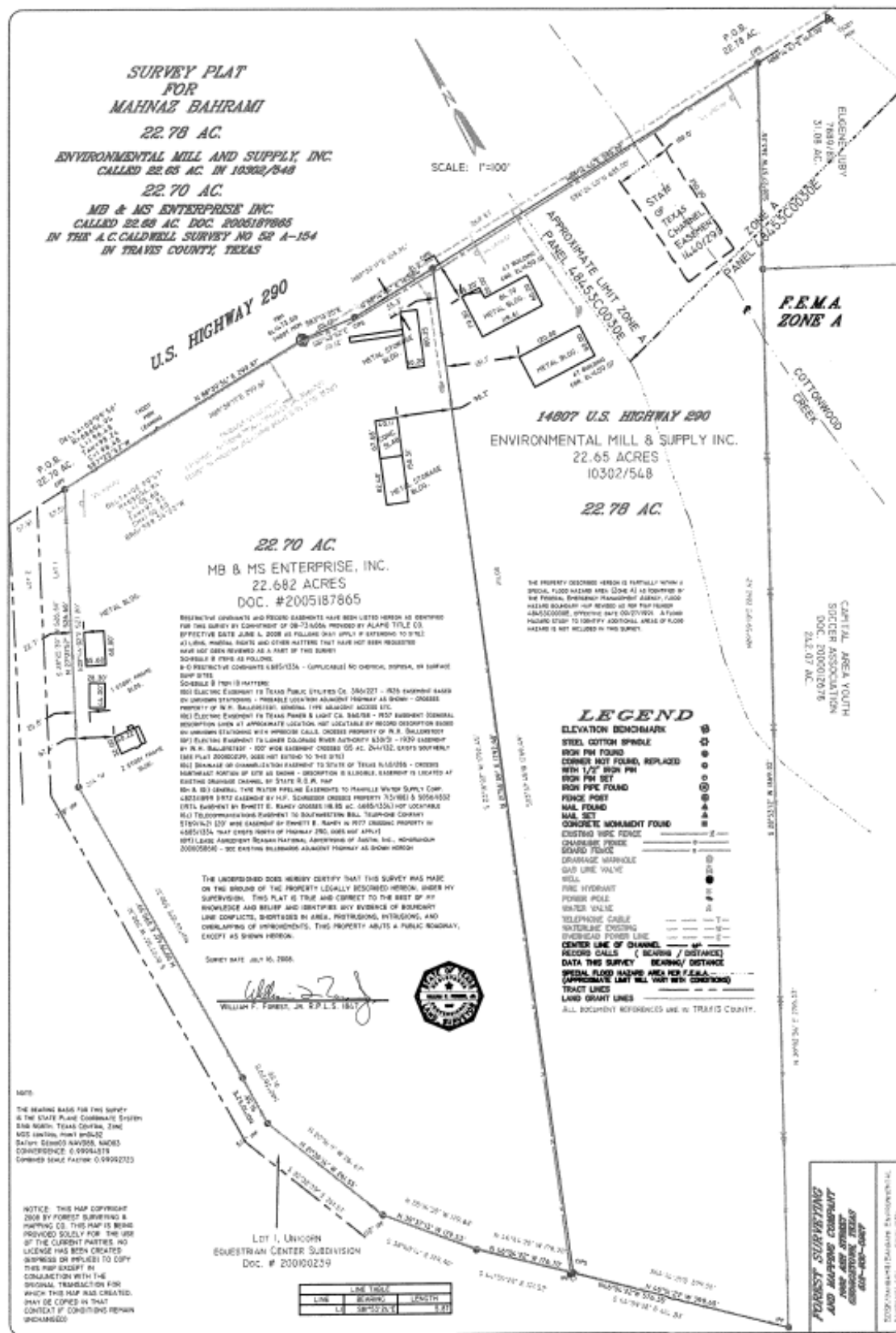
STATE OF TEXAS :  
: KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>TH</sup> day of July of 2008, A.D. File No. BAHRAMIS.DOC

 WM. F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

**EXHIBIT "A-1"**



**Exhibit “B”**  
**Agreement Regarding Post-Annexation Provision of Services**  
**For Property to be Annexed into the City of Manor**

## Exhibit “B”

### AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Krantz Properties, LLC, a Texas limited liability company (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

#### RECITALS

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line

extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- (ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the

Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor



**LANDOWNER(S):**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subject Property Description**

Exhibit "A"

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/4 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7849/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

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THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :  
COUNTY OF WILLIAMSON :  
KNOW ALL MEN BY THESE PRESENTS;

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>TH</sup> day of July of 2008, A.D. File: W08-BAHRAMIS.DOC

  
WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

**EXHIBIT "A-1"**





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on initiating Community Internship Partnership Program opportunities Manor Independent School District and Travis County.

### BACKGROUND/SUMMARY:

The City of Manor has an opportunity to further develop its collaborative partnership with MISD and Travis County through the developing an internship program that will provide MISD students the opportunity to be employed during the summer months. Staff is seeking City Council input and direction in establishing a process for creating guidelines and program outcomes for establishing a community based internship program with MISD and Travis County.

**LEGAL REVIEW:** NA  
**FISCAL IMPACT:** NA  
**PRESENTATION:** No  
**ATTACHMENTS:** NA

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council direct the Administration to developing Community Internship Program with Manor Independent School District and Travis County.

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

## WORK-BASED LEARNING

# SUMMER YOUTH EMPLOYMENT PROGRAM



## WHAT WE DO

Prepare and empower Travis County's young people with the foundation of career awareness, readiness, and access through training opportunities and paid internships.

## WHO WE SERVE

Seven hundred and fifty young people each program year between the ages of 14-17. Youth with disabilities are eligible up to the age of 22. All participants must reside and attend school in Travis County.



## TIMELINE

SESSION 1  
JUNE 5 - JULY 7

SESSION 2  
JULY 10 - AUGUST 11

## AVAILABLE SCHEDULES

For a total of 5 weeks, interns work Monday to Friday, between 8 am to 5 pm for a maximum of 20 hours per week.

## PROGRAM OVERVIEW

- Interns complete a City of Austin/Travis County application and employment verification (i-9).
- Interns complete 5 hours of job readiness training.
- SYEP team matches interns with available internships based on the intern's address and career interest.
- Interns are categorized as City of Austin employees and paid \$13 an hour by the City of Austin.
- To support the intern and jobsite supervisor, SYEP staff pair job coaches to each jobsite.

## PROGRAM STAFF

Item 7.

TRINITY BUNTON  
PROGRAM ADMINISTRATOR

DIANA SAENZ  
PROGRAM COORDINATOR

CAROLYN WIDEN  
PROGRAM COORDINATOR  
FOR YOUTH WITH  
DISABILITIES

SHIRLEY PEEPLES  
OPERATIONS COORDINATOR

MIGUEL HERRERA  
JOB DEVELOPMENT  
SPECIALIST



TO  
BECOME A  
PARTNER

SCAN THE QR CODE



## CONTACT US

512-854-4590

HHS.WorkBasedLearning@traviscountytexas.gov

5325 Airport Blvd. Austin Tx 78751

www.traviscountytexas.gov/S





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** February 6, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on authorizing a letter of support on to Texas Department of Transportation.

#### BACKGROUND/SUMMARY:

Since the 2010 census, the City of Manor has emerged from a small town of 5,087 population with limited transportation assets to be strategically located in the path of growth at the intersection of U.S. 290 and FM 973, to a community of 30,000+ citizens that include ShadowGlen and Presidential Meadow municipal utility districts. The estimated daily traffic count through the City of Manor has reached as high as 62,000 vehicle per day along U.S. 290 East, which increased from 45,000 vehicles per day. With the increased traffic traveling through our community, our Public Safety officials have dealt with five (5) deaths on the state highways within our corporate limits since 2020. Improving our regional transportation in this portion of Travis County is critical in seeking TXDOT's support is one of the city's 2023 Legislative Agenda items. Securing TXDOT's support will help unify both organizations in supporting improvements on FM 973 north corridor toward Williamson County and U.S. 290 corridor project toward Bastrop County, will illustrate to our citizens and business stakeholders of the unique opportunities to transcend jurisdictional boundaries, and accelerate public infrastructure improvements for viable short- and long-term solutions for our local and regional mobility needs.

The City of Manor projected percentage increase will need our state and federal agencies to identify our growth constraints and identify future funding sources for us to collectively begin addressing the highway infrastructure priorities and planning for our community. Mayor Harvey has become a strong advocate for regional partnerships and collaborations and have dedicated his time in office in building those relationships to see public infrastructure, public safety and community development initiatives are our basis of growing strategically and economically.

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

- Letter of Support

#### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council authorize Mayor Harvey to submit the city's letter of support to the Texas Department of Transportation seeking financial support for FM973 northbound improvements toward Williamson County and US290 improvements toward Bastrop County.

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



**February 4, 2023**

Mr. Tucker Ferguson, P.E.  
Austin District Engineer  
Austin District  
7901 N. I-35  
Austin, TX 78753

Re: Letter of Support for FM 973 (Northbound) and U.S. 290 Highway Project Improvements

Dear Mr. Ferguson,

On behalf of the citizens and businesses of the City of Manor, I am seeking Texas Department of Transportation's support and prioritization of funding, not limited to the State of Texas surplus or fund balance funds, for the FM 973 northbound and U.S. 290 projects to be included in the next round CAMPO call for projects.

Since the 2010 census, the City of Manor has emerged from a small town of 5,087 population with limited transportation assets to be strategically located in the path of growth at the intersection of U.S. 290 and FM 973, to a community of 30,000+ citizens that include ShadowGlen and Presidential Meadow municipal utility districts.

The estimated daily traffic count through the City of Manor has reached as high as 62,000 vehicle per day along U.S. 290 East, which increased from 45,000 vehicles per day. With the increased traffic traveling through our community, our Public Safety officials have dealt with five (5) deaths on the state highways within our corporate limits since 2020. Improving our regional transportation in this portion of Travis County is critical in seeking TXDOT's support one of our 2023 Legislative Agenda items. Securing your support will help us be unified on the FM 973 north corridor improvement and U.S. 290 corridor project toward Bastrop County, will illustrate to our citizens and business stakeholders of the unique opportunity to transcend jurisdictional boundaries, and accelerate public infrastructure improvements for viable short- and long-term solutions for our local and regional mobility needs.

With City of Manor projected to add 13,000 units (an estimated 39,000 population increase) residing in our community over the next 5 to 7 years, managing the region's rapid growth and transportation infrastructure has become a top priority, FM 973 North, U.S. 290 East, and SH 95 South are projects that cannot be understated. TML Region 10 cities stand united with us.

We look forward to collaborating with and supporting TXDOT's priorities for the eastern crescent of Travis County, as well as engaging CAMPO, TNR, and others in the same manner.

Always working to make the world a better place,

Dr. Chris Harvey, Mayor