



Dr. Larry Wallace Jr., Mayor
Deja Hill, Mayor Pro Tem, Place 5
Emily Hill, Place 1
Maria Amezcua, Place 2
Dr. Christopher Harvey, Place 3
Danny Scarbrough, Place 4
Vacant, Place 6

City Council Regular Meeting

Wednesday, October 07, 2020 at 7:00 PM

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

AGENDA

This meeting will be live streamed on Manor Facebook Live

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATION

A. Declaring September 15 – October 15, 2020, as “*National Hispanic Heritage Month*”

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. **Economic Development Report**
Submitted by: Mayor Wallace Jr.

PUBLIC HEARINGS

1. **Consideration, discussion, and possible action on the addition of land to the Manor Heights Public Improvement District (PID).**
Submitted by: Thomas Bolt, City Manager

CONSENT AGENDA

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

- 2. Consideration, discussion, and possible action to approve the City Council Minutes of the September 16, 2020, Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 3. Consideration, discussion, and possible action on an ordinance rezoning twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2).**
Owner: Curt Johnson
Applicant: Mahoney Engineering
Submitted by: Scott Dunlop, Assistant Development Services Director
- 4. Consideration, discussion, and possible action on an ordinance rezoning 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB).**
Owner: Eric Davis
Applicant: Eric Davis
Submitted by: Scott Dunlop, Assistant Development Services Director
- 5. Consideration, discussion, and possible action on an ordinance rezoning 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**
Owner: Las Entradas Development Corp
Applicant: Carlson Brigance & Doering, Inc.
Submitted by: Scott Dunlop, Assistant Development Services Director
- 6. Consideration, discussion, and possible action on an ordinance rezoning 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2).**
Owner: Geraldine & Edward Wolf
Applicant: BGE, Inc.
Submitted by: Scott Dunlop, Assistant Development Services Director

REGULAR AGENDA

- 7. Consideration, discussion, and possible action on a resolution authorizing the addition of land to the Manor Heights Public Improvement District (PID).**
Submitted by: Thomas Bolt, City Manager
- 8. Consideration, discussion, and possible action on an award of a Master Services Agreement and Statement of Work to George Butler Associates, Inc. for engineering services for the 2020 Capital Metro BCT Paving Improvements Project.**
Submitted by: Frank Phelan, P.E., City Engineer

- 9. Consideration, discussion, and possible action to approve a Purchase Contract with Dutch Clean Storage, Inc. for a wastewater easement with temporary construction easement.**
Submitted by: Frank Phelan, P.E., City Engineer
- 10. Consideration, discussion, and possible action on consent to approve the assignment and transfer of the City of Manor's Professional Services Agreement for engineering services plus work as authorized by addendum.**
Submitted by: Thomas Bolt, City Manager
- 11. Consideration, discussion, and possible action on an ordinance closing, vacating, and abandoning a 20' alley crossing Block 10, Town of Manor.**
Submitted by: Scott Dunlop, Assistant Development Services Director
- 12. Consideration, discussion, and possible action on an ordinance authorizing the suspension of the maximum period a temporary sign may be displayed.**
Submitted by: Scott Dunlop, Assistant Development Services Director

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 551.074 Personnel Matters - Job Descriptions

OPEN SESSION

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

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, October 2, 2020, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



PROCLAMATION

WHEREAS, The Hispanic Heritage observance began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988; and

WHEREAS, National Hispanic Heritage Month celebrates the accomplishments of Hispanic Americans, who have enriched our culture and society and helped make America into the incredible country it is today; and

WHEREAS, Hispanic-American men and women embody the American values of devotion to faith and family, hard work, and patriotism through their countless contributions as leaders, innovators, entrepreneurs, and members of our Armed Forces; and

WHEREAS, Hispanics have enhanced and shaped our natural character with centuries-old traditions that reflect the multi-ethnic and multicultural customs of their communities, while adding their own distinct and dynamic perspectives to the story of our country; and

WHEREAS, September 15 – October 15 is recognized as National Hispanic Heritage Month, which is a time to honor the invaluable ways Hispanics contribute to our common goals, celebrate their diverse cultures, and to work towards a stronger, more inclusive, and more prosperous society for all; and

WHEREAS, Hispanic-Americans represent a significant and fast-growing demographic of the City of Manor, we honor the invaluable ways they contribute to our great city.

NOW THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim September 15 – October 15, 2020 as:

“National Hispanic Heritage Month”

in the City of Manor and encourage all citizens to learn more about those of Hispanic heritage and to observe this month with appropriate programs and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 7th day of October 2020.

Dr. Larry Wallace Jr., Mayor
City of Manor

Texas Municipal League Economic Development Handbook



2020 Editor

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IV. Economic Development Through Tourism

A city and county may also require that persons buying a hotel retain out of the purchase price an amount sufficient to cover any delinquent hotel occupancy taxes that are due to the city.⁸⁹⁰ If the buyer does not remit such amount to the city and county (where applicable) or show proof that the hotel is current in remitting its hotel occupancy taxes, the buyer becomes liable for any delinquent hotel occupancy taxes due on the purchased hotel.

The purchaser of a hotel may request that the city and county provide a receipt showing that no hotel occupancy tax is due (a “Letter of No Tax Due”) on the property to be purchased.⁸⁹¹ The city and county are required to issue the statement not later than the 60th day after the request. If the city or county fails to issue the statement within the deadline, the purchaser is released from the obligation to withhold the amount due from the purchase price for that local governmental entity.⁸⁹²

Use of Local Hotel Occupancy Tax Revenues for Cities

There is a two-part test that every expenditure of local hotel occupancy tax revenue must pass to be valid. First, the expenditure must directly enhance and promote tourism and the convention and hotel industry.⁸⁹³ In other words, the expenditure must be likely to attract visitors from outside the city into the city or its vicinity and must have some impact on convention and hotel activity. If the expenditure is not reasonably likely to accomplish this result, it cannot be funded by hotel occupancy tax revenues. The hotel occupancy tax may not be used for general revenue purposes or to pay for governmental expenses not directly related to increasing tourism.⁸⁹⁴

Second, every expenditure must clearly fit into one of the statutory categories for the expenditure of local hotel occupancy tax revenues. These categories are as follows:⁸⁹⁵

1. Funding the establishment, improvement or maintenance of a convention center or visitor information center.⁸⁹⁶

Simply naming a facility a convention center or visitor information center does not bring it under this section. State law specifies that the facility must be one that is primarily used to host conventions and meetings.⁸⁹⁷ The term “convention center” is defined to include civic centers, auditoriums, exhibition halls, and coliseums that are owned by the city or another governmental entity or that are managed in whole or in part by the city and that are used primarily to host conventions and meetings. “Meetings” means gatherings of people that enhance and promote tourism and the convention and hotel industry.⁸⁹⁸ It also includes parking areas in the immediate vicinity of other convention center facilities. It does not include facilities that are not of the same general characteristics as the structures listed above.

⁸⁹⁰ *Id.* §§ 351.0041, 352.0041.
⁸⁹¹ *Id.* §§ 351.0041(c); 352.0041(c).
⁸⁹² *Id.* §§ 351.0041(d); 352.0041(d).
⁸⁹³ *Id.* § 351.101(a). *See* Tex. Att’y Gen. Op. No. GA-0124 (2003).
⁸⁹⁴ Tex. Tax Code. § 351.101(b).
⁸⁹⁵ *Id.* §§ 351.101(a), .0035 .110.
⁸⁹⁶ *Id.* § 351.101(a)(1).
⁸⁹⁷ *Id.* § 351.001(2).
⁸⁹⁸ *Id.*

IV. Economic Development Through Tourism

The attorney general has specifically ruled against the expenditure of local hotel occupancy taxes for a city recreational facility such as a golf course or a tennis court.⁸⁹⁹ However, the legislature has provided additional statutory authority that allows the use of local hotel occupancy tax for certain sporting related expenses if they meet certain criteria discussed below. It is possible that facilities that are not considered convention centers may still be able to receive funding if the expenditure can be justified under the categories described below for promotion of the arts or for historical preservation or restoration projects. A city may pledge the hotel occupancy tax revenue for the payment of bonds that are issued under Chapter 1504 of the Government Code for convention center facilities, as authorized under the hotel occupancy tax law.⁹⁰⁰

2. Paying the administrative costs for facilitating convention registration.⁹⁰¹

This provision applies only to administrative costs that are actually incurred for assisting in the registration of convention delegates or attendees. It may include covering the facility costs, personnel costs, and costs of materials for the registration of convention delegates or attendees.

3. Paying for tourism-related advertising and promotion of the city or its vicinity.⁹⁰²

This provision is strictly limited to expenditures for a solicitation or promotional program or advertising which is directly related to attracting conventions or tourism. The attorney general has ruled that this provision does not authorize advertising to attract new businesses or permanent residents to a city.⁹⁰³ Again, the purpose of the expenditure must be directly related to increasing tourism and the convention and hotel industry.

4. Funding programs that enhance the arts.⁹⁰⁴

This section authorizes the expenditure of hotel occupancy tax revenues for a variety of arts-related programs. It allows funding for the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms. The fact that a program directly promotes the arts is not in itself sufficient to justify expenditure of the local hotel tax. The funded event/facility must also have the impact of directly promoting both tourism and the hotel and convention industry.

5. Funding historical restoration or preservation programs.⁹⁰⁵

This category allows a city to spend its hotel occupancy tax revenues to enhance historical restoration and preservation projects or activities that encourage tourists and convention delegates to visit the city’s preserved historic sites or museums. This funding can include the costs for rehabilitation or preservation of existing historic structures. Also, the costs of advertising, conducting solicitations, and promotional programs to encourage tourists and

⁸⁹⁹ See Tex. Att’y Gen. Op. Nos. JM-184 (1984), JM-965 (1988).

⁹⁰⁰ Tex. Tax Code § 351.102.

⁹⁰¹ *Id.* § 351.101(a)(2).

⁹⁰² *Id.* § 351.101(a)(3).

⁹⁰³ See Tex. Att’y Gen. Op. No. JM-690 (1987) ([Chapter 351 of the Tax Code] does not authorize the use of hotel/motel occupancy tax funds for advertising which is not related to attracting conventions, visitors or tourists).

⁹⁰⁴ Tex. Tax Code § 351.101(a)(4).

⁹⁰⁵ *Id.* § 351.101(a)(5).

convention delegates to visit such preserved historic structures or museums can be funded under this category. The tax can be used on historic sites or museums that are in the immediate vicinity of the convention center facilities or visitor information centers, or anywhere else in the city where tourist and convention delegates frequently visit. The fact that a program results in historical restoration or preservation is not in itself sufficient to justify expenditure of the local hotel tax. The funded event/facility must also have the impact of directly promoting both tourism and the hotel and convention industry.

6. Funding costs to hold sporting events in certain municipalities.⁹⁰⁶

Certain cities may use hotel occupancy tax proceeds for expenses, including promotional expenses, directly related to sporting events in which the majority of participants are tourists. These cities are:

1. cities located in a county with a population of one million or less;⁹⁰⁷
2. a city with a population of more than 67,000 that is located in two counties with 90 percent of the city's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million.⁹⁰⁸; or
3. a city with a population of at least 200,000 and shares a border with:
 - a. a city with the population of at least 56,000 that borders Lake Ray Hubbard and is located in two counties, one of which has a population of less than 80,000, and
 - b. Lake Ray Hubbard.⁹⁰⁹

Such funding is permissible provided the sporting event substantially increases economic activity at hotels and motels within the city or its vicinity. This provision is intended to allow communities to fund the event costs for sporting tournaments that result in substantial hotel activity. For example, if a city had to pay an application fee to seek a particular sporting event or tournament, it could use this authority if the event would substantially increase economic activity at hotels and the city was within a county of one million or less population. The requirement that a majority of the participants must be "tourists" is included to prohibit the use of local hotel tax for sporting related facilities or events that are purely local (e.g., local recreation centers, local little league and parks events, etc.).

7. Enhancing and upgrading existing sport facilities or fields for certain municipalities.⁹¹⁰

This expenditure authorizes certain cities to use hotel occupancy tax revenue to upgrade certain existing sports facilities. Existing sports facilities or fields may be upgraded with hotel occupancy tax revenue if the facility is: 1) owned by the city;⁹¹¹ and 2) the sports facility or field

⁹⁰⁶ *Id.* § 351.101(a)(6).

⁹⁰⁷ *Id.* § 351.101(a)(6)(A).

⁹⁰⁸ *Id.* § 351.101(a)(6)(B).

⁹⁰⁹ *Id.* § 351.101(a)(6)(C) (as added by S.B. 1262, 86th Leg., R.S. Effective September 1, 2019) (Note: Parts of S.B. 1262 was repealed by H.B. 4347, 86th Leg., R.S. This section is based on what that section would have said had it not been repealed.)

⁹¹⁰ *Id.* § 351.101(a)(7).

⁹¹¹ *Id.* § 351.101(a)(7)(A).

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has been used in preceding calendar year a combined total of more than 10 times for district, state, regional, or national sports tournaments.⁹¹² The cities that are authorized to use hotel occupancy tax revenue for this expenditure are:

- 1) those with a population of 80,000 or more that are located in a county with a population of 350,00 or less;
- 2) those with a population of between 75,000 and 95,000 that are located in a county with a population of less than 200,000 but not more than 160,000;
- 3) those with a population of between 36,000 and 39,000 that are located in a county with a population of 100,000 or less that is not adjacent to a county with a population of more than 2 million;
- 4) those with a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;
- 5) those with a population of at least 70,000 but less than 90,000 and no part of the city is located in a county with a population greater than 150,000;
- 6) those located in a county that has a population of at least 500,000, adjacent to the Texas-Mexico border and the county does not have a city with a population greater than 500,000;
- 7) those with a population of at least 25,000 but not more than 26,000 and is located in a county that has population of 90,000 or less;
- 8) those located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located;
- 9) those with a population of at least 40,000 and the San Marcos River flows through the municipality;
- 10) those with a population of more than 67,000 that are located in two counties with 90 percent of the city's territory located in a county with a population of at least 580,000, and the remaining territory located in a county with a population of at least four million;
- 11) those that contain an intersection of Interstates 35E and 35W and at least two public universities;
- 12) a city with a population of at least 200,000 and shares a border with a city with the population of at least 56,000 that borders Lake Ray Hubbard and is located in two counties, one of which has a population of less than 80,000, and Lake Ray Hubbard;⁹¹³
- 13) those that have a population of not more than 1,500 and are located in a county that borders Arkansas and Louisiana;⁹¹⁴
- 14) those with a population of not more than 10,000, that contain an outdoor gear and sporting goods retailer with retail space larger than 175,000 square feet, and that host an annual wiener dog race;⁹¹⁵

⁹¹² *Id.* § 351.101(a)(7)(C).

⁹¹³ *Id.* § 351.101(a)(7)(B)(i)-(xii). *See* fnt 909 concerning this specific section.

⁹¹⁴ *Id.* § 351.101(n).

⁹¹⁵ *Id.* § 351.101(o).

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- 15) those in the county seat of a county that has a population of more than 10,000 and contains a portion of Mound Lake;⁹¹⁶
- 16) those that are the county seat of a county that is located on the Texas-Mexico border, have a population of 500,000 or more, and are adjacent to two or more counties, each of which have a population of 50,000 or more;⁹¹⁷
- 17) those that have a population of at least 6,000 and that are the county seat of a county that borders Louisiana, is bisected by a United States highway, and has a population of 75,000 or less;⁹¹⁸ or
- 18) A city with a population of at least 95,000 that is located in a county that is bisected by United States Highway 385 and has a population of not more than 140,000.⁹¹⁹

If hotel tax revenues are spent on enhancing or upgrading a sports facility, the city must determine the amount of “area hotel revenue” that was generated by hotel activity from sports events that were held at the hotel tax funded facility for five years after the upgrades to the sport facility are complete.⁹²⁰ The area hotel revenues that were generated from sports events at the hotel tax-funded facility over that five year period must at least equal the amount of hotel tax that was spent to upgrade the sports facility.⁹²¹ If the amount of hotel tax that was spent on the facility upgrades exceeds hotel revenue attributable to the enhancements over that five-year period, the city must reimburse the hotel occupancy tax revenue fund any such difference from the city’s general fund.⁹²² For example, if a city spent \$400,000 on improvements to its soccer fields, it would have to show at least \$400,000 in hotel night revenue, including hotel banquet revenue, directly attributable to events held at that soccer field over the five year period after the soccer field improvements were completed. If the city could only show \$300,000 in hotel industry revenue due to events held at that soccer field, the city would have to reimburse the city hotel tax for the \$100,000 difference from the city’s general fund.

8. Signage to sights and attractions.⁹²³

Cities are allowed to use hotel occupancy tax to erect signage to direct the public to sights and attractions that are visited frequently by hotel guests in the city.

9. Funding transportation systems for tourists.⁹²⁴

With conventions and large meetings, there is often a need to transport the attendees to different tourism venues. Cities are allowed to use of hotel occupancy tax to cover the costs for transporting tourists from hotels in and near the city to any of the following destinations:

- the commercial center of the city;
- a convention center in the city;
- other hotels in or near the city; and

⁹¹⁶ *Id.* § 351.10711.

⁹¹⁷ *Id.* § 351.1068.

⁹¹⁸ *Id.* § 351.1079.

⁹¹⁹ *Id.* § 351.10712.

⁹²⁰ *Id.* § 351.1076(a).

⁹²¹ *Id.*

⁹²² *Id.* § 351.1076(b).

⁹²³ *Id.* § 351.101(a)(9).

⁹²⁴ *Id.* § 351.110.

- tourist attractions in or near the city.

The reimbursed transportation system must be owned and operated by the city, or privately owned and operated and financed in part by the city. The law specifically prohibits the use of the local hotel occupancy tax to cover the costs for transporting the general public by any such system.

Use of Local Hotel Occupancy Tax Revenues for Counties

Just like cities, counties that are authorized to impose hotel occupancy tax have to follow a two-part test to determine that every expenditure of the tax is valid.⁹²⁵ First, the expenditure must directly enhance and promote tourism and the convention and hotel industry. The expenditure must be likely to attract visitors from outside the county into the county or its vicinity and must have some impact on convention and hotel activity. If the expenditure is not reasonably likely to accomplish this result, it should not be funded by hotel occupancy tax revenues. The hotel occupancy tax may not be used for general revenue purposes or general governmental operations of a county.⁹²⁶

Second, a county can only spend hotel occupancy tax revenue on those categories of expenditures that the county has specifically been given permission by statute to do so.⁹²⁷ Usually, this depends on either the population of the county or where the county is geographically located or both.

Use of Tax Proceeds to Cover Administrative Expenses

The implementation of programs or improvements under the above categories may involve certain administrative costs. State law allows proceeds of the tax to be used to cover the portion of administrative costs that are directly attributable to work on facilities or events that may be funded by the tax.⁹²⁸ For example, efforts to promote the city or county as a tourist and convention locale often involve some travel expenses. There are two circumstances under which cities or counties may spend hotel occupancy tax revenues for travel-related expenditures.⁹²⁹

- First, tax revenues may be spent to pay for travel to attend an event or to conduct an activity that is directly related to the promotion of tourism and the convention and hotel industry. “Tourism” is defined in the Tax Code as guiding or managing the travel of individuals from their residence to a different city or county for pleasure, recreation, education, or culture.⁹³⁰
- Second, local hotel occupancy tax revenues may be spent on travel that is directly related to the performance of the person’s job in an efficient and professional manner. This travel should facilitate the acquisition of skills and knowledge which will promote tourism and the convention and hotel industry.

⁹²⁵ *Id.* § 352.1031(a) (This statute refers to Tax Code § 351.101).

⁹²⁶ *Id.* § 352.1031(b).

⁹²⁷ *Id.* §§ 352.101-.106; .108; .110; .111; .113.

⁹²⁸ *Id.* §§ 351.101(e)-(f), 352.1015(c)-(d).

⁹²⁹ *Id.*

⁹³⁰ *Id.* §§ 351.001(5), (6), 352.001(3), (4).

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Entities that manage activities funded by the hotel occupancy tax may spend some of the tax for certain day-to-day operational expenses. These expenses may include supplies, salaries, office rental, travel expenses, and other administrative costs. These costs can be reimbursed if they are incurred directly in the promotion and servicing of expenditures authorized under the hotel occupancy tax laws. The portion of the administrative costs that are covered may not exceed the percentage of the cost that is attributable to the activity funded by the hotel occupancy tax. In other words, administrators who spend 33 percent of their time overseeing hotel occupancy tax funded programs could seek funding for no more than 33 percent of their salary or 33 percent of other related overhead costs.⁹³¹

Use of State Tax Revenue for Qualified Hotel Projects by Certain Cities

Certain cities can receive certain state tax revenues for a qualified hotel project or other ancillary facilities of a qualified project.⁹³² Generally, the hotel will be located on city-owned land that is connected to or within 1,000 feet of a qualified convention center facility.⁹³³ The state tax revenues will be used to pay bonds, obligations, and contractual obligations issued or entered in connection with the qualified project⁹³⁴ involving qualified convention center facilities and the qualified hotel.⁹³⁵ A city will be able to pledge this revenue for 10 years following the date a qualified hotel was open for initial occupancy and would not be entitled to pledge or receive this revenue unless a qualified project was commenced before September 1, 2023.⁹³⁶ The comptroller would deposit revenue collected by or forwarded to the comptroller that had been pledged by the city in a separate account outside of the state treasury and pay the revenue to the city at least quarterly.⁹³⁷

Additional Limits on Expenditures

Texas statutes provide certain additional rules regarding the percentage of hotel occupancy tax revenues that may be spent on each of the categories of expenditures discussed above. The rules differ according to the population of the city or the description of the county in the Tax Code.

General Rules of Allocation of Hotel Occupancy Tax Revenue

Minimum Expenditure That Must be Spent on Advertising and Promotion

A city with a population of 200,000 or greater is required to spend at least 50 percent of the hotel occupancy tax collected by the city on advertising and conducting solicitations and promotional programs to attract tourists to the city or its vicinity.⁹³⁸ However, it should be noted that if a city takes in over \$2 million annually in hotel taxes, it is not subject to this 50 percent requirement.⁹³⁹

⁹³¹ *Id.* §§ 351.101(e), 352.1015(c).

⁹³² *Id.* §§ 351.151 - .160.

⁹³³ *Id.* §§ 351.151(3) (definition of “qualified hotel”); .151(2) (definition of “qualified convention center”).

⁹³⁴ *Id.* § 351.151(4) (definition of “qualified project”).

⁹³⁵ *Id.* § 351.155.

⁹³⁶ *Id.* §§ 351.157(e); .158. *See id.* §§ 351.156; .157 (describes which certain tax revenue a city is entitled to for this subchapter).

⁹³⁷ *Id.* §§ 351.159; .160.

⁹³⁸ *Id.* § 351.103(a).

⁹³⁹ *Id.* § 351.103(b). *See also* Tex. Att’y Gen. Op. No. JC-105 (1999) (Pursuant to Section 351.103(b) of the Texas Tax Code, the allocation restriction of Section 351.103(a) of the Tax Code does not apply to a

If the city has a population of less than 200,000, the amount that the city can spend on advertising and conducting solicitations and promotional programs depends on the hotel occupancy tax rate adopted by the city. If the city adopted a hotel occupancy tax rate of not more than three percent, at least one-half of one percent of the rate must be spent on advertising and promotion of the city and its vicinity.⁹⁴⁰ If the city adopted a hotel occupancy tax rate that exceeds three percent, at least one percent of the rate must be spent on advertising and promotion of the city and its vicinity.⁹⁴¹ For example, if a city has a seven percent hotel occupancy tax rate, at least one-seventh of the hotel occupancy tax proceeds must be spent on advertising and promoting the city and its vicinity to attract tourists and hotel and convention activity. Also, a city with a population of at least 200,000 and shares a border with a city with the population of at least 56,000 that borders Lake Ray Hubbard and is located in two counties, one of which has a population of less than 80,000, and Lake Ray Hubbard must spend 30 percent of the tax collected on advertising and conducting solicitations and promotional programs to attract tourists to the city or its vicinity.⁹⁴²

Maximum Expenditure for the Arts

Generally, cities with populations of less than 1.6 million are limited to a set percentage with regard to art programs. Such cities may not spend on art programs more than 15 percent of their hotel occupancy tax revenues or no more than the amount of tax generated by the city at the tax rate of one percent of the cost of a room, whichever is greater.⁹⁴³ If the city has a population of more than 1.6 million (Houston), then not more than 19.30 percent of hotel occupancy tax revenue or no more than the amount of tax generated by the city at the tax rate of one percent of the cost of a room, whichever is greater, can be spent on art programs.

Maximum Expenditure for Historical Restoration and Preservation

Cities with a population of more than 125,000 may not spend more than 15 percent of their tax revenue for historical restoration and preservation projects and activities.⁹⁴⁴ If a city fails to allocate money for a convention center purpose, the Tax Code prohibits that city from allocating more than 50 percent of its hotel occupancy tax for historical restoration or preservation projects.⁹⁴⁵ If a city with a population under 125,000 does spend some of its hotel occupancy tax on a convention center, there is no statutory limitation on expenditures for historic preservation and restoration.

Delegating the Management of Funded Activities

The governing body of a city and county may, by written contract, delegate the management or supervision of programs and activities funded with revenue from the hotel occupancy tax.⁹⁴⁶ This

municipality which has collected in excess of \$2 million in hotel occupancy tax revenue in the most recent calendar year).

⁹⁴⁰ Tex. Tax Code § 351.103(a)(1).

⁹⁴¹ *Id.* § 351.103(a)(2).

⁹⁴² *Id.* § 351.103(b-1). *See* fnt 909 concerning this specific section.

⁹⁴³ *Id.* § 351.103(c).

⁹⁴⁴ *Id.*

⁹⁴⁵ *Id.* § 351.103(d).

⁹⁴⁶ *Id.* §§ 351.101(c), 352.1015.

IV. Economic Development Through Tourism

delegation may be made to a person, another governmental entity, or to a private organization.⁹⁴⁷ The delegation of this authority is often made to the local chamber of commerce or to the convention and visitor bureau.

There are a number of procedural requirements that the legislature has imposed on entities that undertake management of these funds. For example, a city or county is required to approve in writing the portion of an entity’s annual budget that involves expenditure of hotel occupancy tax funds. This approval must be sought in advance of the expenditures. Hotel tax funded entities also must submit at least quarterly reports to the city council or the commissioners court on their expenditures of the tax revenues. The reports must list all expenditures made by the entity from the hotel occupancy taxes provided by the city or county.⁹⁴⁸ The entity is required to keep complete and accurate financial records of each expenditure of hotel occupancy tax revenue.⁹⁴⁹ These records must be made available for inspection and review upon the request of the governing body or upon a request from any other person.

The entity delegated authority to manage these funded programs undertakes a fiduciary duty with respect to this revenue. Such entities are required to maintain the city hotel occupancy tax revenue in a separate bank account established for that purpose. This account may not be commingled with any other account.⁹⁵⁰

Documenting Activities Funded by the Hotel Occupancy Tax

Before making a hotel occupancy tax expenditure, a city, county, or other hotel occupancy tax funded entity must specify each scheduled activity, program, or event that is directly funded by hotel occupancy tax proceeds or has its administrative costs funded in whole or in part by the tax. The activity or program must directly relate to enhancing and promoting tourism and the convention and hotel industry.⁹⁵¹

If the city or county delegates to another entity the management or supervision of an activity or event funded by the local hotel occupancy tax, each entity that is funded by the tax shall, before making an expenditure, specify each scheduled activity, program, or event that is directly funded by the tax or has its administrative costs funded in whole or in part by the tax. Further, the list must indicate the activities and programs that are directly enhancing and promoting tourism and the convention and hotel industry.⁹⁵² For cities, this list of expenditures should be provided to the city secretary or the city secretary’s designee.⁹⁵³

⁹⁴⁷ *Id.* (Please note that a legislative body such as a city council is limited in the degree to which it may delegate its authority to another entity. See, for example, *Texas Boll Weevil Eradication Foundation, Inc. v. Lewellen*, 952 S.W.2d 454 (Tex. 1997). See also *Andrews v. Wilson*, 959 S.W.2d 686 (Tex. App. -- Amarillo, 1998)).
⁹⁴⁸ *Id.* §§ 351.101(c), 352.1015(a).
⁹⁴⁹ *Id.* §§ 351.101(d), 352.1015(b).
⁹⁵⁰ *Id.* §§ 351.101(c), 352.1015(a).
⁹⁵¹ *Id.* §§ 351.108(b), 352.109(b).
⁹⁵² *Id.* §§ 351.108(c), 352.109(c).
⁹⁵³ *Id.* § 351.108(d).

IV. Economic Development Through Tourism

Local Hotel Occupancy Tax Reporting

Cities are required to annually report hotel occupancy tax information to the comptroller.⁹⁵⁴ Not later than February 20 of each year, a city that imposes a hotel occupancy tax must submit to the comptroller:

- (1) the rate of the city’s hotel occupancy tax and, if applicable, the rate of the city’s hotel occupancy tax supporting a venue project;
- (2) the amount of revenue collected during the city’s preceding fiscal year from the city’s hotel occupancy tax and, if applicable, the city’s hotel occupancy tax supporting a venue project; and
- (3) the amount and percentage of hotel occupancy tax revenue allocated by the city for certain categories of expenditure during the city’s preceding fiscal year.⁹⁵⁵

Cities must comply with the annual reporting requirements by either submitting the report to the comptroller on a form prescribed by the comptroller, or alternatively providing the comptroller a direct link to, or a clear statement describing the location of, the information required to be reported that is posted on the city’s website.⁹⁵⁶

More information on reporting through the comptroller’s office can be found at: <https://comptroller.texas.gov/transparency/local/hotel-receipts/>.

County Development District

The Texas Legislature has recognized that it is sometimes advantageous to pursue economic development at the county level. The County Development District Act provides counties that have a population of 400,000 or less with a means to generate sales tax funds for local economic development and tourism-related projects. Such districts are initiated by a petition of landowners in the proposed district. Upon approval of the petition by the county, an election is called to gain the voters’ consent to create the district and to levy a sales tax to fund district projects. A county development district may acquire or dispose of the same sorts of projects and pay the same sorts of costs as a Type B economic development corporation. However, a county development district project must promote and develop tourism within the county.⁹⁵⁷

⁹⁵⁴ *Id.* § 351.009

⁹⁵⁵ *Id.* § 351.009(a).

⁹⁵⁶ *Id.* § 351.009(b).

⁹⁵⁷ *See* Tex. Loc. Gov’t Code §§ 383.002 (“This chapter furthers the public purpose of developing and diversifying the economy of this state by providing incentives for the location and development of projects in certain counties to **attract visitors and tourists.**”); 383.003(a) (“[s]mall and medium-sized counties in this state need incentives for the development of public improvements to **attract visitors and tourists** to those counties...”); 383.003(b) (“[t]he means and measures authorized by this chapter are in the public interest and serve a public purpose of this state ... by providing incentives for the location and development in certain counties of this state of projects that **attract visitors and tourists** ...”); 383.023(5) (a petition proposing a county development corporation must state that the district “will serve the public purpose of **attracting visitors and tourists** to the county.”)(emphasis added). *See also*, Tex. Att’y Gen. Op. No. JC-291 (2000) at 7 - 10 (A county development district created under Chapter 383 of the Local Government Code is not authorized to levy ad valorem taxes. A county development district may undertake a project only if it is consistent with the purpose of Chapter 383 – “providing incentives for the location and development of projects in certain counties to attract visitors and tourists.”).

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Consideration, discussion, and possible action on the addition of land to the Manor Heights Public Improvement District (PID).

BACKGROUND/SUMMARY:

On September 16, 2020, the City Council accepted the petition filed by the owners of property in the Manor Heights PID requesting the addition of land to the Manor Heights PID and scheduled a public hearing be held on October 7, 2020.

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

STAFF RECOMMENDATION:

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

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the September 16, 2020, Regular Meeting.

BACKGROUND/SUMMARY:

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

- September 16, 2020, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the City Council Minutes of the September 16, 2020, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
SEPTEMBER 16, 2020**

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

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

- Emily Hill, Place 1
- Maria Amezcua, Place 2
- Dr. Christopher Harvey, Place 3
- Danny Scarbrough, Place 4
- Deja Hill, Mayor Pro Tem, Place 5
- Vacant, Place 6

CITY STAFF:

- Thomas Bolt, City Manager
- Lluvia T. Almaraz, City Secretary
- Lydia Collins, Director of Finance
- Scott Dunlop, Assistant Development Services Director
- Debbie Charbonneau, Community Development Manager
- Tracey Vasquez, HR Manager
- Mike Tuley, Director of Public Works
- Heath Ferguson, IT Manager
- Denver Collins, Captain
- Paige Saenz, City Attorney
- Bryan Estrada, Manor Police Officer

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 Wallace Jr. at 7:00 p.m. on Wednesday, September 16, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Wallace Jr. led the Pledge of Allegiance.

PROCLAMATIONS

A. Declaring Thursday, September 17, 2020, as “*Constitution Day and Citizens Day*”

Mayor Wallace Jr. read and presented a proclamation declaring Thursday, September 17, 2020, as “*Constitution Day and Citizens Day*” to City Manager Bolt.

B. Declaring Tuesday, September 22, 2020, as “*Emancipation Day*”

Mayor Wallace Jr. read and presented a proclamation declaring Tuesday, September 22, 2020, as “*Emancipation Day*” to Council Member Amezcua.

PUBLIC COMMENTS

Rebecca Yates Bird, 185 Raintree Drive, Kyle, Texas, presented a family portrait to City Council of Lavina Rogers, who was a descendent family member of James B. Manor. Ms. Bird would like for portrait to be displayed in a tourism center for the City of Manor.

No one else appeared to speak at this time.

REPORTS

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

A. Ascension Seton – Screen & Go

HR Manager Vasquez discussed the new Screen & Go Health App. that has been provided to city employees. She discussed the attached Ascension Screen & Go Implementation Guide.

B. Small Business & Startup Entrepreneurship Certification Program

Mayor Wallace Jr. discussed the attached HTU’s CEI Entrepreneurship Training Program.

C. CivStart

Mayor Wallace Jr. discussed the attached CivStart information sheet.

At the request of City Manager Bolt the Executive Session was conducted next.

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session at 7:33 p.m. on Wednesday, September 16, 2020, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct, for consultation with legal counsel regarding litigation matters at 7:33 p.m. on Wednesday, September 16, 2020.

City Attorney Saenz joined executive session via telephone.

The Executive Session was adjourned at 8:36 p.m. on Wednesday, September 16, 2020.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:36 p.m. on Wednesday, September 16, 2020.

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

There was no action taken.

At the request of City Manager Bolt the Consent Agenda was conducted before Public Hearings.

CONSENT AGENDA

- 7. Consideration, discussion, and possible action to approve the City Council Minutes of the September 2, 2020, Regular Meeting.**
- 8. Consideration, discussion, and possible action on the acceptance of the August 2020 Departmental Reports.**
 - Police – Ryan Phipps, Chief of Police**
 - Development Services – Scott Dunlop, Asst. Dev. Services Director**
 - Community Development – Debbie Charbonneau, Community Dev. Manager**
 - Municipal Court – Sarah Friberg, Court Clerk**
 - Public Works – Michael Tuley, Director of Public Works**
 - Finance – Lydia Collins, Director of Finance**

Mayor Wallace Jr. requested to remove the Public Works Report for further discussion.

The discussion was held regarding right-of-way construction and notifications to residents on city related street construction.

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

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 6-0

At the request of City Manager Bolt Regular Agenda Item No. 15. was conducted next.

REGULAR AGENDA

15. Consideration, discussion, and possible action on a Resolution accepting the petition for the addition of land to the Manor Heights Public Improvement District (PID).

The City staff recommended that the City Council approve Resolution No. 2020-08 and accept the PID Petition for the addition of land to the Manor Heights Public Improvement District (PID), set a public hearing on October 7, 2020 and direct the City Secretary to publish a notice of public hearing on or before September 21, 2020.

Talley Williams with Metcalfe Wolff Stuart & Williams LLP, 221 W. 6th Street, Suite 1300, Austin Texas, submitted a speaker card in support of this item. Ms. Williams stated that the PUD Amendment that was listed on the summary narrative was not moving forward, and application would be withdrawn.

Justin Reynolds with ForeStar Group, 2003 Indian Trail, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

John Maberry with ForeStar Group, 10700 Pecan Park Blvd., Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Resolution No. 2020-08: A Resolution of The City Council of The City of Manor, Texas, Accepting a Petition for Addition of Lands to The Manor Heights Public Improvement District and Calling for a Public Hearing.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to approve Resolution No. 2020-08 and accept the PID Petition for the addition of land to the Manor Heights Public Improvement District (PID), set a public hearing on October 7, 2020 and direct the City Secretary to publish a notice of public hearing on or before September 21, 2020.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the clarification of Resolution.

There was no further discussion.

Motion to approve carried 6-0

At the request of City Manager Bolt Public Hearings were conducted next.

PUBLIC HEARINGS

1. Consideration, discussion, and possible action on the FY 2020-2021 Proposed Annual Budget of the City of Manor, Texas.

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

Mayor Wallace Jr. opened the public hearing.

Finance Director Collins clarified that the Juneteenth Holiday would be added as a city observance day to the personnel policy.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to close the Public Hearing.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to close carried 6-0

2. Consideration, discussion, and possible action on the FY 2020-2021 Proposed Property Tax Rate of the City of Manor, Texas.

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

Mayor Wallace Jr. opened the public hearing.

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

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to close carried 6-0

- 3. Conduct a public hearing upon a rezoning request for twenty (20) acres, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2). *Owner: Curt Johnson; Applicant: Mahoney Engineering***

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

Mayor Wallace Jr. opened the public hearing.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to close the Public Hearing.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to close carried 6-0

- 4. Conduct a public hearing upon a rezoning request for 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB). *Owner: Eric Davis; Applicant: Eric Davis***

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

Mayor Wallace Jr. opened the public hearing.

The discussion was held regarding the clarification of zoning for Downtown Business (DB).

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to close the Public Hearing.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to close carried 6-0

- 5. Conduct a public hearing upon a rezoning request for 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). *Owner: Las Entradas Development Corp.; Applicant: Carlson Brigance & Doering, Inc***

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

Mayor Wallace Jr. opened the public hearing.

The discussion was held regarding the completion of the roadway.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to close the Public Hearing.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to close carried 6-0

- 6. Conduct a public hearing upon a rezoning request for 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2). Owner: Geraldine & Edward Wolf; Applicant: BGE, Inc.**

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

Mayor Wallace Jr. opened the public hearing.

Mark Baker with Sec Planning, 4201 W. Parmer Lane, Bldg. A, Suite 220, Austin, Texas, submitted a speaker card in support of this item. Mr. Baker discussed the attached PowerPoint Presentation.

The discussion was held regarding clarification on density on the property.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to close the Public Hearing.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to close carried 6-0

REGULAR AGENDA

- 14. Consideration, discussion, and possible action on an ordinance rezoning 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2). Owner: Geraldine & Edward Wolf; Applicant: BGE, Inc.**

The City staff recommended that the City Council approve a first reading of an ordinance rezoning 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2).

Mark Baker with Sec Planning, 4201 W. Parmer Lane, Bldg. A, Suite 220, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Ordinance: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Dr. Harvey, to approve a first reading of an ordinance rezoning 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2).

Mayor Wallace Jr. open the floor for any questions to the motion.

Mayor Pro Tem Deja Hill expressed her concerns regarding future commercial development that would be constructed across Manor High School.

There was no further discussion.

Motion to approve carried 6-0

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

The City staff recommended that the City Council approve Ordinance No. 580 adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

Ordinance No. 280: An Ordinance of the City of Manor, Texas, Adopting an Annual Budget for the Ensuing Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Appropriating the Various Amounts Thereof, and Repealing all Ordinances or Parts of Ordinances in Conflict Therewith; and Providing for an Effective Date.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua to approve Ordinance No. 580 adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

10. Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

The City staff recommended that the City Council approve Ordinance No. 581 with the following Motion: “I move that the property tax rate be increased by the adoption of a tax rate of \$0.8161 which is effectively a 0% increase in the tax rate.”

Ordinance No. 581: An Ordinance of The City of Manor, Texas, Levying Ad Valorem Taxes for The Use And Support of The Municipal Government of The City for The Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Providing for Apportioning Each Levy For Specific Purposes; And Establishing When Taxes Shall Become Due And Same Shall Become Delinquent, If Not Paid.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill to approve Ordinance No. 581 with the following motion: “I move that the property tax rate be increased by the adoption of a tax rate of \$0.8161 which is effectively a 0% increase in the tax rate.”

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

11. Consideration, discussion, and possible action on an ordinance rezoning twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2). Owner: Curt Johnson; Applicant: Mahoney Engineering

The City staff recommended that the City Council approve the first reading of an ordinance rezoning twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2).

Ordinance: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance By Rezoning a Parcel of Land From Single Family (Sf-1) and 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 Scarbrough and seconded by Council Member Amezcua, to approve the first reading of an ordinance rezoning twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2).

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

12. Consideration, discussion, and possible action on an ordinance rezoning 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB). Owner: Eric Davis; Applicant: Eric Davis

The City staff recommended that the City Council approve a first reading of an ordinance rezoning 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB).

Ordinance: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land from Single Family (SF-1) to Downtown Business (DB); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Dr. Harvey, to approve a first reading of an ordinance rezoning 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB).

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the clarification on alleyway properties.

There was no further discussion.

Motion to approve carried 6-0

13. Consideration, discussion, and possible action on an ordinance rezoning 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). Owner: Las Entradas Development Corp. Applicant: Carlson Brigance & Doering, Inc.

The City staff recommended that the City Council approve a first reading of an ordinance rezoning 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

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 Multi-Family 25 (MF-2); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve a first reading of an ordinance rezoning 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

16. 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. 2020-09 to conduct a public hearing for the Land Use Assumptions Map and proposed Capital Improvement Projects on November 4, 2020.

Resolution No. 2020-09: 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 Scarbrough and seconded by Council Member Dr. Harvey, to approve Resolution No. 2020-09 to conduct a public hearing for the Land Use Assumptions Map and proposed Capital Improvement Projects on November 4, 2020.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

17. Consideration, discussion, and possible action on an agreement between TML Health and the City of Manor regarding the Flex Spending Account.

The City staff recommended that the City Council approve an agreement between TML Health and the City of Manor regarding the Flex Spending Account.

HR Manager Vasquez discussed the agreement between TML Health and the City of Manor regarding the Flex Spending Account.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve an agreement between TML Health and the City of Manor regarding the Flex Spending Account.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 6-0

18. Consideration, discussion, and possible action on renewing a plan document for FY 2020-2021 between the City of Manor and the Flex System Spending Account, TML Health.

The City staff recommended that the City Council approve the renewal plan document for FY 2020-2021 between the City of Manor and the Flex System Spending Account, TML Health.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve the renewal plan document for FY 2020-2021 between the City of Manor and the Flex System Spending Account, TML Health.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

19. Consideration, discussion, and possible action on renewing the re-rate notice and benefits verification form for FY 2020 - 2021 between the City of Manor and the health insurance pool, TML-Health; and authorize the City Manager to execute the re-rate notice and benefits verification form.

The City staff recommended that the City Council renew the re-rate notice and benefits verification form for FY2020-2021 between the City of Manor and the health insurance pool, TML-Health; and authorize the City Manager to execute the re-rate notice and benefits verification form.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to renew the re-rate notice and benefits verification form for FY2020-2021 between the City of Manor and the health insurance pool, TML-Health; and authorize the City Manager to execute the re-rate notice and benefits verification form.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

20. Consideration, discussion, and possible action on renewing the FY 2020 - 2021 contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP).

The City staff recommended that the City Council approve and renew the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EA).

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve and renew the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EA).

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

21. Consideration, discussion, and possible action on an agreement between AED 123 and the City of Manor regarding AED Devices and Services.

The City staff recommended that the City Council approve an agreement between AED 123 and the City of Manor regarding AED devices and services.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to approve an agreement between AED 123 and the City of Manor regarding AED devices and services.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 6-0

22. Consideration, discussion, and possible action on an appointment (s) to serve as the Capital Area Council of Governments (CAPCOG) General Assembly Representative (s) for the City of Manor.

City Manager Bolt discussed the appointment of a second representative to serve as the CAPCOG Representative for the City of Manor.

Mayor Wallace Jr. recommended for the second appointment to be done after the November 3rd election.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Dr. Harvey, to postpone the second appointment until after the November 3rd General Election.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 6-0

23. Consideration, discussion, and possible action on a Resolution in support of the Paris Agreement.

The City staff recommended that the City Council approve Resolution No. 2020-10 in support of the Paris Agreement.

Mayor Wallace Jr. discussed the Resolution regarding the Paris Agreement.

Resolution No. 2020-10: A Resolution of The City Council of The City of Manor, Texas, in Support of The Paris Agreement.

MOTION: Upon a motion made by Council Member Emily Hill and seconded by Council Member Dr. Harvey, to approve Resolution No. 2020-10 in support of the Paris Agreement.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 6-0

24. Consideration, discussion, and possible action to appoint two (2) Planning and Zoning Commission Members and two (2) City Council Members to serve on the Comprehensive Plan Request for Proposals (RFP) Review Committee.

City Manager Bolt discussed the appointment of P&Z Members and Council to the Comprehensive Plan RFP Review Committee.

Assistant Development Services Director Dunlop discussed the nominations for P&Z Commission Members Julie Leonard, Philip Tryon and Jacob Hammersmith. He discussed the process for the RFP review and reasons for P&Z Members to participate.

The discussion was held regarding the process after the award and how the community would be involved.

The discussion was held regarding committee commitment during review.

Mayor Wallace Jr. opened the floor for nominations.

Council Member Dr. Harvey volunteered; and Council Member Amezcua volunteered.

MOTION: Upon a motion made by Mayor Pro Tem Deja Hill and seconded by Council Member Emily Hill, to appoint P&Z Member Julie Leonard; P&Z Member Philip Tryon; P&Z Member Jacob Hammersmith; Council Member Amezcua; and Council Member Dr. Harvey to the RFP Review Committee.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 9:43 p.m. on Wednesday, September 16, 2020.

These minutes approved by the Manor City Council on the 7th day of October 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



Ascension

Screen & Go

Implementation Guide

Getting started

Screen & Go is designed to provide you with a simple way to let your employees report when they have health symptoms that may result in a need to stay away from the workplace. Screen & Go is used daily by Ascension's own caregivers and we are honored to share it with you.

Customized URL for your organization

Screen & Go will be located at a URL that is unique to your company. This URL will be provided to you by your account manager and can be used by your employees to access Screen & Go. The URL can be distributed to your organization in a few ways, including by email, text message and printed materials. A QR code that can be scanned by a smartphone camera will also be provided.

How to use Screen & Go

Screen & Go is simple to use for your employees. To begin, an employee enters your company's URL on their computer or mobile device. Employees go through a one-time signup process, during which they identify themselves with some basic demographic information.

The employee is then asked to answer a few questions about how they are feeling. Based on their responses to the questions, they will either arrive at an "all clear" or an "at risk" result. Employees with an "all clear" result will see a

confirmation screen they can show upon entry to the workplace. Confirmation screens will appear in alternating colors each day of the week for easy identification upon entry. Employees with an "at risk" result will receive next steps to take which include instructions on not going into the workplace and following up with their healthcare provider.

Tips for implementation

While the Screen & Go app will be simple and easy to use for most employees, there can be challenges when implementing a new process. Below are a few situations that may arise and solutions to help make the implementation as seamless as possible for your organization.

Employee can't remember how to access Screen & Go on their phone

At employee entrances, post signs reminding employees to use the Screen & Go app before coming to work each day. These signs should contain the URL and/or a QR code that can be used to remind them of how to access Screen & Go.

Employee does not own a smartphone

Screen & Go can be accessed via home computer. Employees can print out the confirmation screen and present it upon arrival.

Employee arrives at work without their smartphone

In this situation, please prepare an alternative method for the employee to complete the health screening process. Consider asking the employee to have a conversation with a company representative.

Employee does not receive the verification text message

In some geographic areas and/or building types, low signal strength can cause limited cellular connectivity and potentially interfere with delivery of the initial verification text message. In this situation, please prepare an alternative method for the employee to complete the health screening process. Consider asking the employee to have a conversation with a company representative.

Employee has questions about the terms of use (eg. where is their data stored and who can access)

Ascension securely stores employee data in our cloud environment, where it can only be accessed by people directly supporting the Screen & Go application. Further details are available within our Terms of Use document, which can be accessed from within the Screen & Go application as well as the Ascension Employer Solutions website, <http://employersolutions.ascension.org/ourservices/screen-and-go/terms>.

Employer Support Options

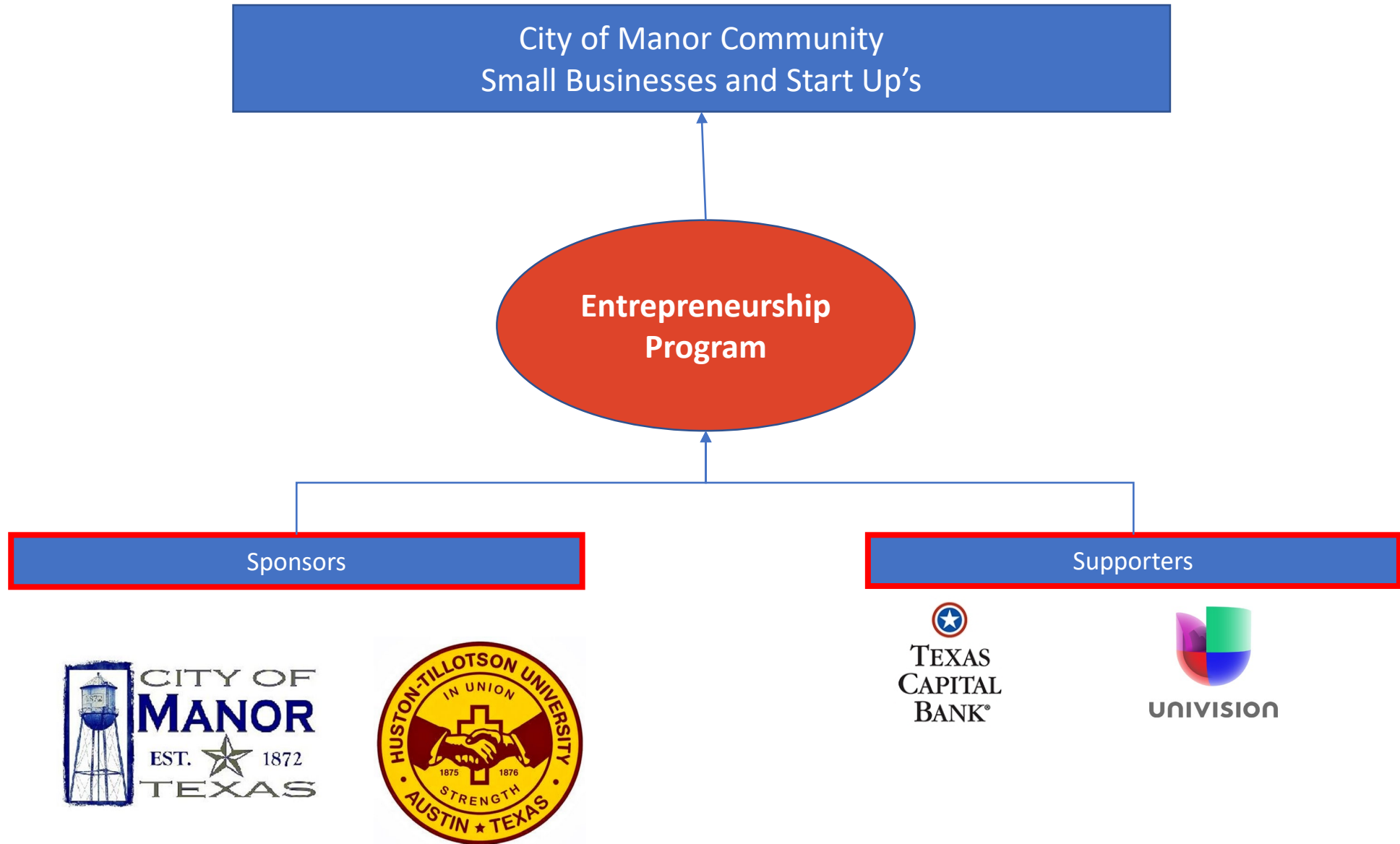
Please note that Ascension **does not provide technical support for individual employees** who have trouble using the product. Please let your employees know what to do if they are having technical issues accessing Screen & Go.

Authorized representatives of your company may submit questions and other support requests to Ascension at <http://employersolutions.ascension.org/support>. We do our best to reply in a timely manner.



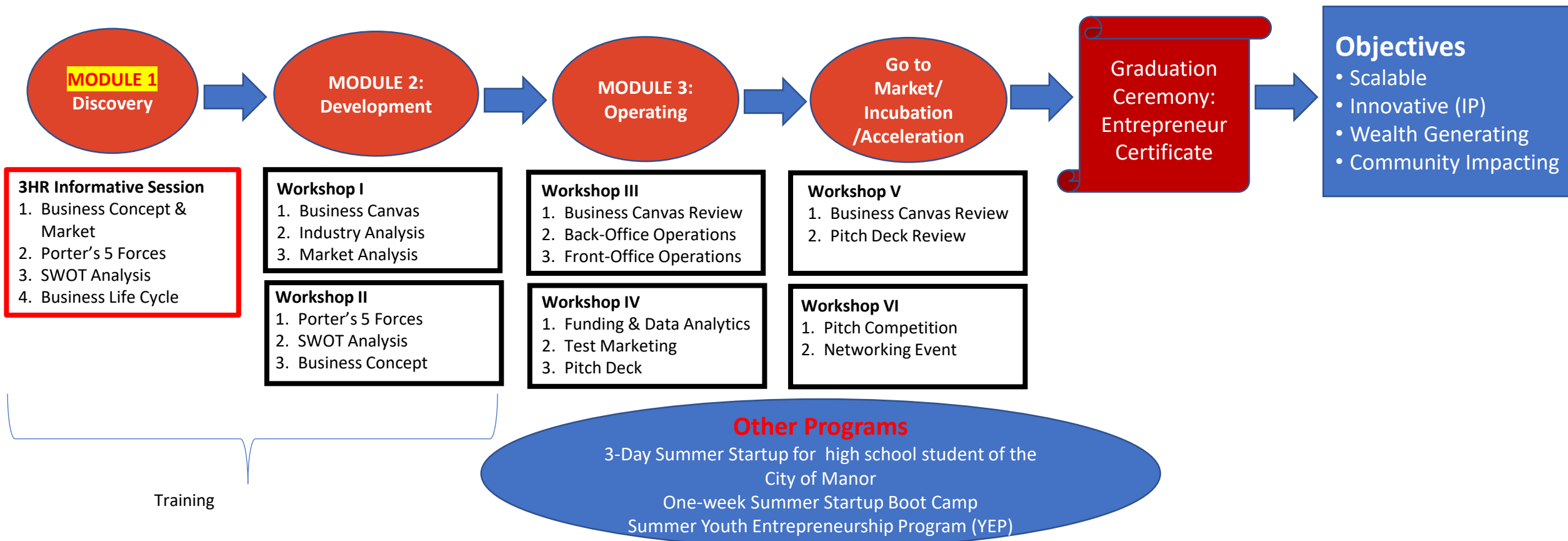
HTU's CEI Entrepreneurship Training Program

CoM and CEI

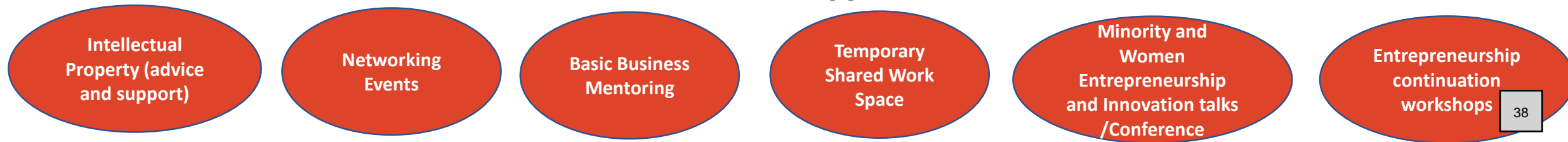


Program and Post Program Services

Item 2.



After Certification Support Services



Entrepreneurship Program (in English and Spanish)

General information for each workshop

- Date: TBD (After July 2020)
- Duration:
 - 4-6 hours for workshops in module 1,
 - 6-8 hours for remaining workshops (includes 10 mins break for each class hour)
- Location: Manor City Hall
- **Format: main theoretical concepts (first workshop) and hands on exercises for remaining workshops**
- Prerequisite(s):
 - Informative Session: None
 - Workshop 1: Informative Session
 - Workshop 2, 3, 4, 5, 6, and Graduation: Previous Workshop
 - Pitch Competition: Completed Business Canvas and Pitch Deck
 - Access to temporary /part-time space support in CEI: Graduate from the training program and submit an application for it, which will be evaluated by the CEI committee.
- Target Market: Underserved & Underprivileged Populations in the Eastern Crescent
- Maximum Capacity: 25 persons per workshop
- Cyclicality: Monthly
- Registration: Online (CEI Website registration)

Informative Session: FREE

Workshops: TBD

Entrepreneurship Program (in English and Spanish)

Partnership responsibilities

- CEI's and CoM's main responsibilities:
 - Dates and Public Relations strategy definition, and
 - Organization of the pitch competition and graduation ceremony.
- CoM's main responsibility:
 - Provide Public Relations Efforts to attract the community (email, press, TV, social media, etc.)
 - Take calls of potential participants providing general info and redirect them to CEI/CoM website for registration
- CEI's main responsibility:
 - Provide and coordinate Instructors for the training program
 - Support with Public Relations



CivStart

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

NLC CIE Commitment

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

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

City of Manor

The City of Manor, Texas is located 12 miles northeast of Austin and is part of the Austin-Round Rock metropolitan area. The population is 10,000 residents in 10 square miles. Manor is one of the faster-growing suburbs of Austin. The City has numerous parks, outdoor activities, community events, and a small walkable downtown on the city's main street, Parsons St..

Challenge Statement

A challenge statement is a clear definition of the problem or challenge your government or communities are facing that doesn't specify a particular approach or solution, but allows for a number of ways the challenge can be met.

1. **Downtown Revitalization** - The current downtown in Manor includes numerous brick and mortar stores, old residences, but with the rapidly-growing city and a coming light-rail, it is a challenge finding a shared a vision of a growing downtown where the history and character of the town can be preserved while allowing for new construction, adaptation to changing residents' preferences, and growth. Another challenge is facing

businesses who might consider building, since many of the existing lots nearby are too small individually.

2. **Parking/Transportation** - With the coming light rail, and an already-walkable and bikable city, there will be increasing public transportation options. However, with the rapid growth of the city, the main street will lose a lot of its parking to road-widening, making parking a real challenge for getting residents and visitors between downtown and their homes or public-transportation options.

Statement on Real or Perceived Conflict of Interest

In the interest of transparency, we want to ensure clarity about any real or potential conflicts of interest that may exist. CivStart is a startup accelerator that is also providing advisory services directly to local governments and we recognize this can create the appearance or reality of conflict. In order to avoid any appearance of impropriety:

- our project lead on the NLC-Kauffman CIE program (Sarah) will be different than the project lead who works directly with our startups (Anthony) on pursuing local government opportunities;
- any non-public information shared by our government partners with CivStart will be treated as confidential from startups in our accelerator unless our government partners explicitly waive this due to the need for greater speed and flexibility during a pilot program, or it is made available publicly;
- CivStart may help in the formulation of problem statements for the pilot programs, but will not be involved in the later drafting of any RFPs or formal procurement bidding processes, should they emerge from the pilot projects; and
- CivStart will, at all other times, act as a trusted partner for our government partners' interests first, making known anytime we are discussing a startup that we have financial or reputational interest in promoting.

Wolf Tract

Re-zoning

Planning and Zoning Commission

September 9, 2020



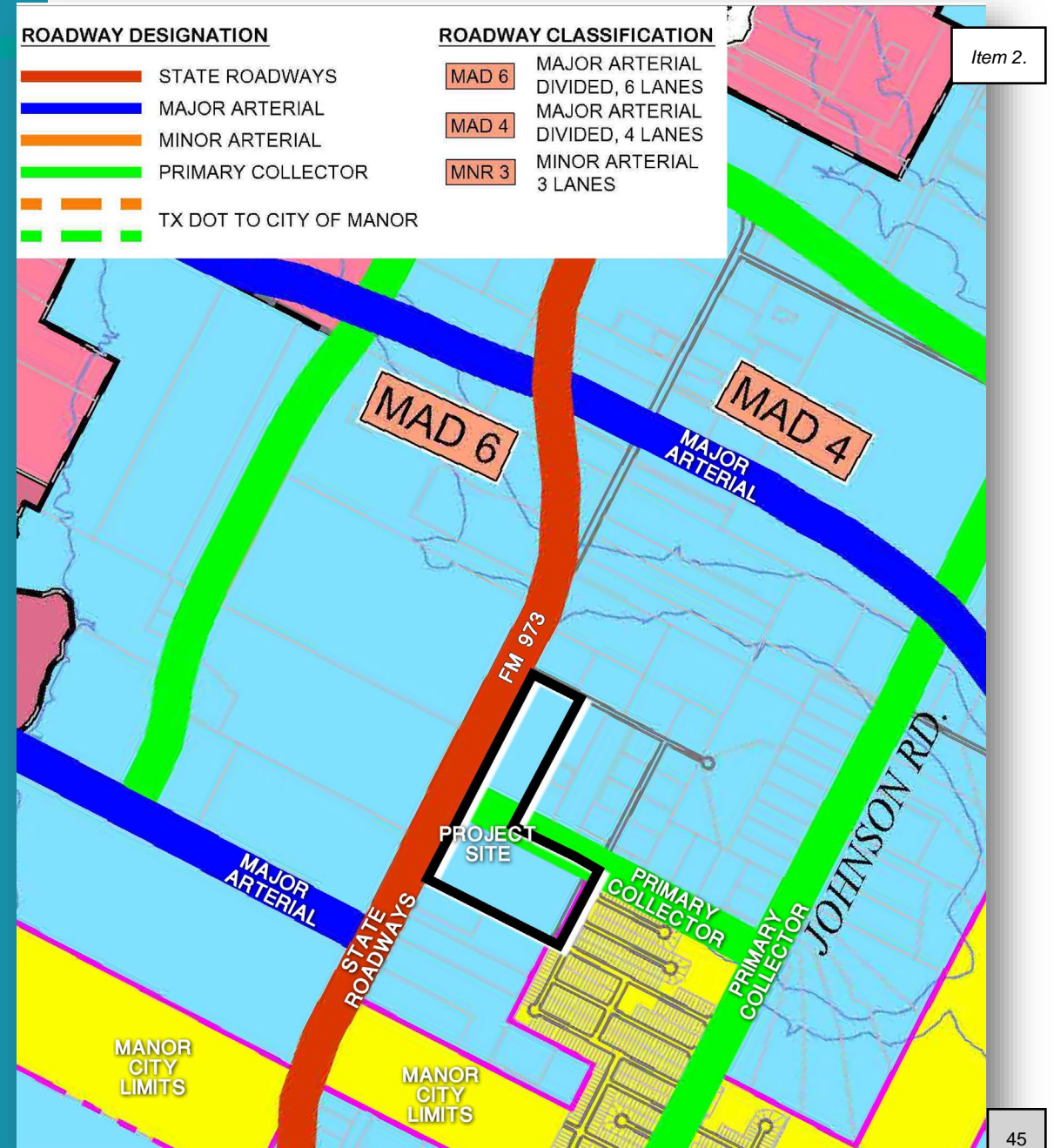


Context Map

- 50.4 acres
- Located on FM 973 across from the Manor High School
- Access via Johnson Road as well as FM 973

Manor Roadway Map

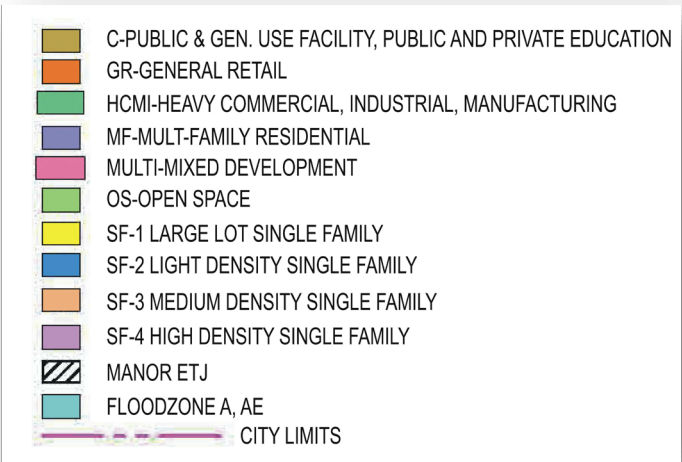
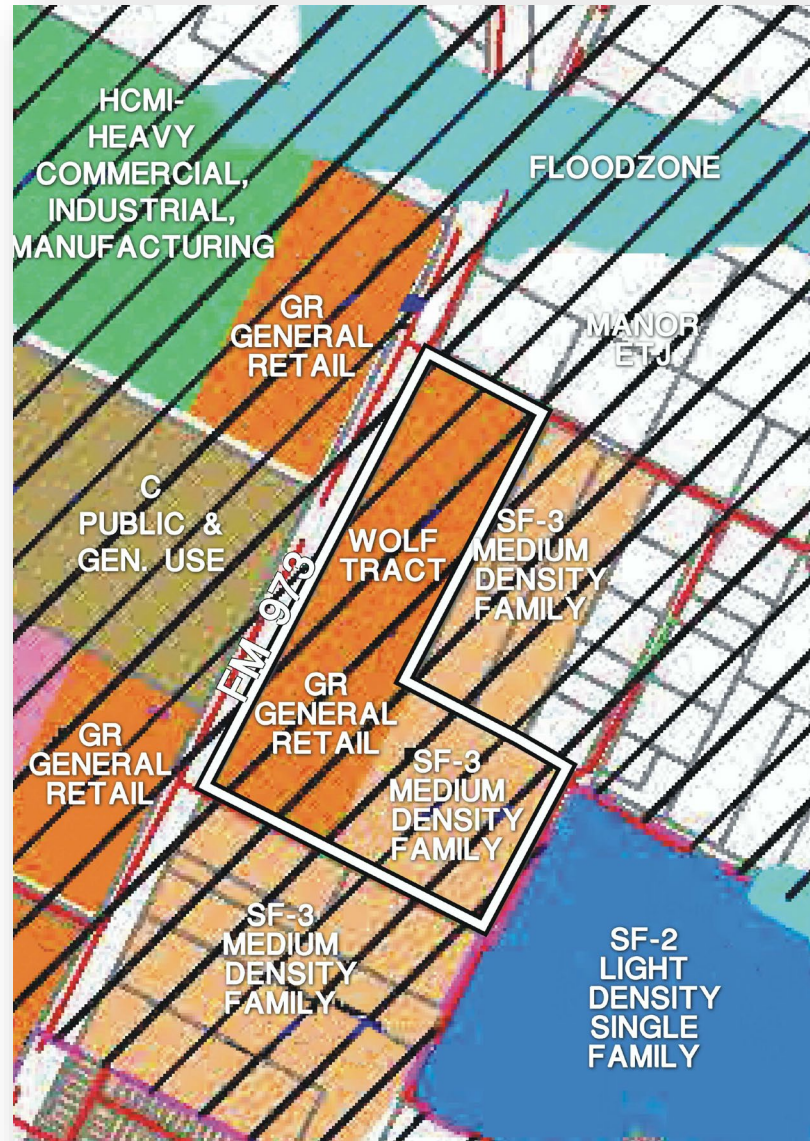
- Roadway improvements and traffic mitigation measures at the intersection of FM973 and the new Primary Collector will be identified through a TIA at the time of preliminary plan



Manor Comprehensive Land Use Plan

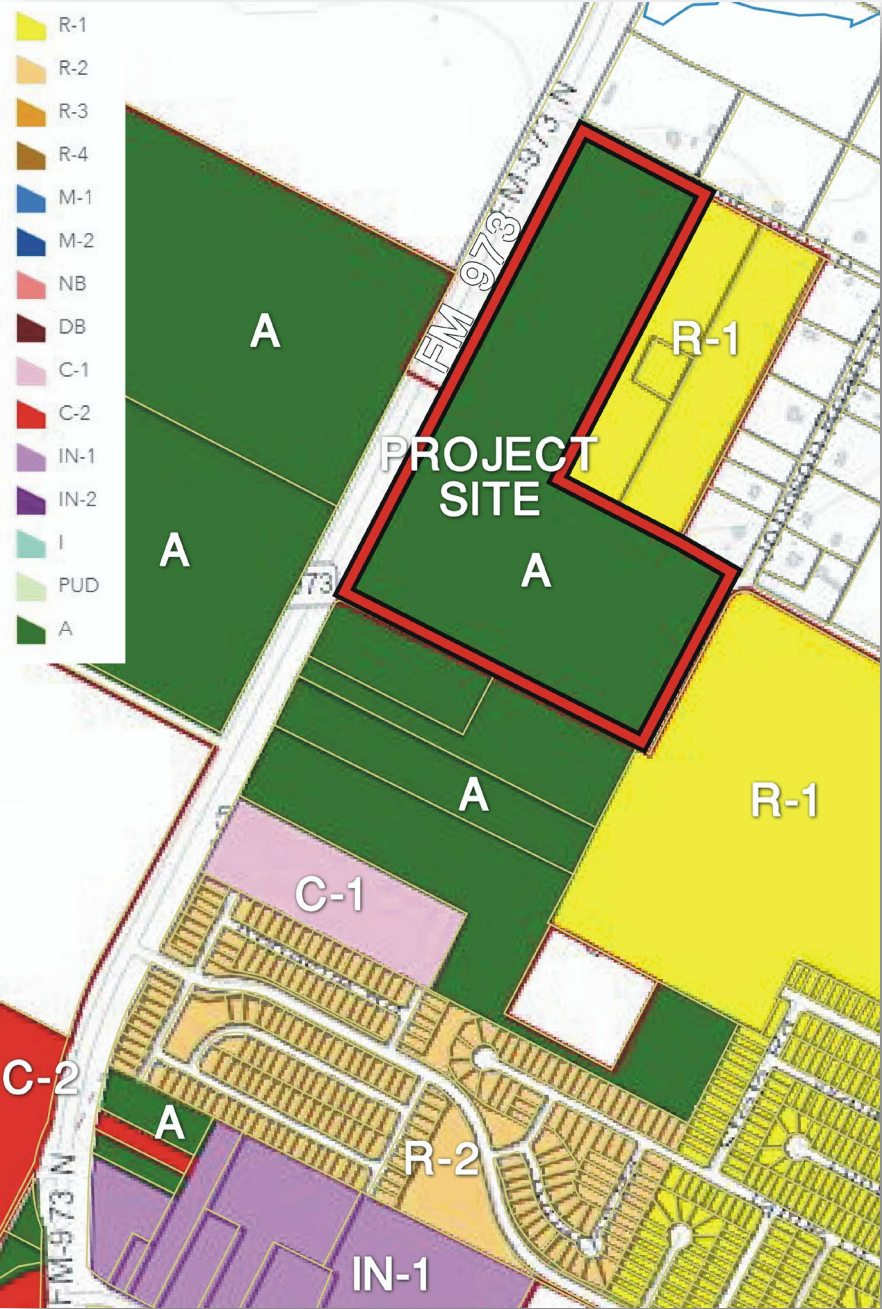
Existing Uses and Surrounding Areas

- GR – General Retail
- SF-3 – Medium Density



Existing Zoning

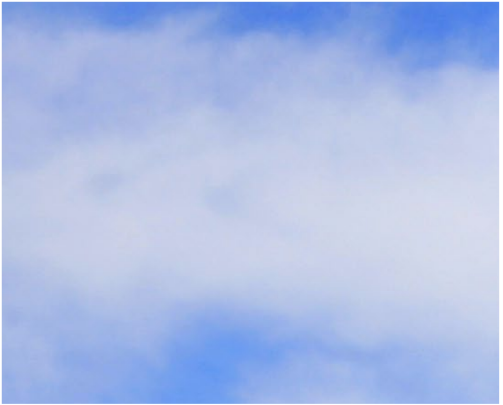
- Agricultural (A)





Proposed Zoning Plan

- Seeking re-zoning for diverse housing product
- (TF) Two Family
- (C-2) Medium Commercial



Thank You



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2). Owner: Curt Johnson. Applicant: Mahoney Engineering

BACKGROUND/SUMMARY:

When Riata Ford was constructed the property wasn't properly zoned. They have filed to expand the business and as part of that plan they need to bring the zoning into nonconformance. The request to C-2 Medium Commercial will cause the use of the property to become a conforming use.

The Planning and Zoning Commission voted 4-0 to recommend approval.

City Council approved first reading on September 16, 2020.

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

- Ordinance No. 582
- Letter of Intent
- Rezoning Map

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve second and final reading of Ordinance No. 582 rezoning request for twenty (20) acre, more or less, out of the James Manor Survey No. 40, and being located at 10507 US Hwy 290 E, Manor, TX from Single Family (SF-1) and Light Commercial (C-1) to Medium Commercial (C-2).

PLANNING & ZONING COMMISSION: X Recommend Approval Disapproval None

ORDINANCE NO. 582

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY (SF-1) AND 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 Single Family (SF-1) and 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.

PASSED AND APPROVED FIRST READING on this the 16th day of September 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of October 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Address:

10507 US Highway 290 East, Manor, Texas 78653

Property Legal Description:

All that certain parcel or tract of land being 20.000 acres of land, more or less, out of the James Manor Survey No. 40, in Travis County, Texas and being out of that same certain tract called 30.00 acres in a deed to Travis Investment Co by Deed of Record in Volume 8782, page 320 of the Real Property Records of Travis County, Texas, said 20.000 acre tract being more particularly described by metes and bounds as follows:

Metes and Bounds:

BEGINNING at a ½" iron rod found in the west line of a Lot 5, Block 2 of A E Lane's Addition to the Town of Manor, a subdivision in Travis County, Texas, of record in Volume 2, Page 223 of the Travis County Plat Records, at the easterly northeast corner of said Travis Investments 30 acre tract for the easterly northeast corner and POINT OF BEGINNING hereof;

THENCE with the east line of said 30 acres west line of said A E Lane's Addition, and then the west line of the Original Town of Manor, as set out in Volume "V", Page 796, Travis County Deed Records S13° 36' W for a distance of 831.50 feet to a capped iron rod set at the southwest corner of Lot 1, Block 65, Original Town of Manor, for the southeast corner hereof;

THENCE crossing through said 30 acre tract, N78° 48' W for a distance of 954.31 feet to a capped iron rod set in the west line of said 30 acre tract for the southwest corner hereof;

THENCE with the west line of said 30 acre tract, east line of a remaining portion of the Eppright parent tract, as described in Volume 845, Page 502, Travis County Deed Records, and along the west line of a thirty foot (30') wide access easement retained to serve the southerly balance of said 30 acre tract, N15° 36' E for a distance of 848.84 feet to a capped iron rod found stamped Capital Survey, in the south ROW line of U.S. Highway 290, at a northeast corner of said Eppright remaining tract and northwest corner of said 30 acres, for the northwest corner hereof;

THENCE with the south ROW line of U.S. Highway No 290 and north line hereof, N77° 21' E for a distance of 458.91 feet to a MAG nail set in asphalt at a Point of Curve at Engineers centerline station 491+934 as shown on Texas State Highway Department Right-of-Way Map for State Highway No (20) U.S. 290. Dated January 1941 recommended for approval May 13, 1942, for a point of curve;

THENCE continuing with said ROW line, along the subarc of a curve to the right whose delta is $13^{\circ} 10'$ R, Degree of Curvature is $1^{\circ} 30'$, Tangent is 440.9', Length is 877.8', whose radius is calculated to be 3,759.72 feet, and whose sub chord bears $N78^{\circ} 02'$ E for a distance of 89.27 feet to a capped iron rod set on said ROW line, at its intersection with the west line of Manor Quick Stop, Inc. tract as described in Volume 9558, Page 345, Travis County Real Property Records, for the northeast corner hereof;

THENCE with an east line of said 30 acre tract and west line of said Manor Quick Stop, Inc. tract, $S10^{\circ} 47'$ E for a distance of 197.31 feet to a $\frac{1}{2}$ " iron rod found at the southeast corner of said Manor Quick Stop, Inc. tract for an ell corner of said 30 acres and ell corner hereof;

THENCE with the south line of said Manor Quick Stop, Inc. tract and a north line of said 30 acres, $N79^{\circ} 14'$ E for a distance of 150.01 feet to a $\frac{1}{2}$ " iron rod found at the southeast corner of said Manor Quick Stop, Inc. tract, in the west line of said Manor Independent School tract, for a corner hereof;

THENCE with an east line of said 30 acres and west line of said Manor Independent School tract, $S10^{\circ} 42'$ E for a distance of 82.72 feet to a $\frac{1}{2}$ " iron rod found at the southwest corner of said Manor Independent School tract, for an ell corner of said 30 acres and ell corner hereof;

THENCE with the south line of said Manor Independent School tract and a north line of said 30 acres, $S68^{\circ} 27'$ E for a distance of 181.32 feet to the POINT OF BEGINNING hereof and containing 20.000 acres of land, more or less, according to surveys by the undersigned performed on the ground February 18, 1999, January 10, 2003, and January 15, 2003.

All "set capped iron rods" mentioned herein are stamped RPLS 3693



Mahoney Engineering
8201 South Congress Avenue
Austin, Texas 78745

Letter of Intent

August 3, 2020

Attention: Thomas Bolt, Director of Development Services/City Manager
City of Manor
Development Services Department
105 E. Eggleston Street
Manor, Texas 78653

**Reference: Letter of Intent
Rezoning Determination**
10507 E HYW 290
Manor, Texas 78653

Dear Mr. Bolt,

On behalf of Leif Johnson Ford, Mahoney Engineering is requesting to rezone a property located at 10507 East Highway 290, Manor, Texas 78653. According to TCAD, the Parcel ID Number is 0237591305. The property is currently zoned Light Commercial (C-1) for approximately a 200-foot offset from the property line abutting US Highway 290 E, and the rest of the property is zoned Single Family Residential (R-1). Mahoney Engineering proposes the entire property be rezoned to Medium Commercial (C-2).

There is currently an Automotive Sales Facility located on the 19-Acre site with approximately 29% impervious cover and an existing detention pond. The Auto Sale Facility was permitted (Permit # 010-05-0237-DP) but never fully zoned commercial, therefore the property needs to be rezoned to comply with the permitted uses per zoning requirements as part of new site plan (Permit # 2020-P-1254-SP). Currently the property to the north and west of the subject property is zoned C-1, the property to the south is zoned R-4, and properties to the east are zoned R-1, C-1, and I-2. 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 # 0237591305, from current zoning of C-1 and R-1, to a future zoning of C-2.

Sincerely,

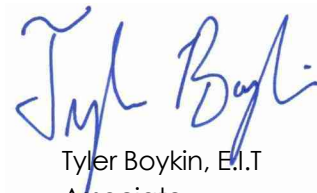
MAHONEY ENGINEERING


Daniel M. Mahoney, P.E.

President and CEO

(512) 944-4525

dmahoney@mahoney-eng.com

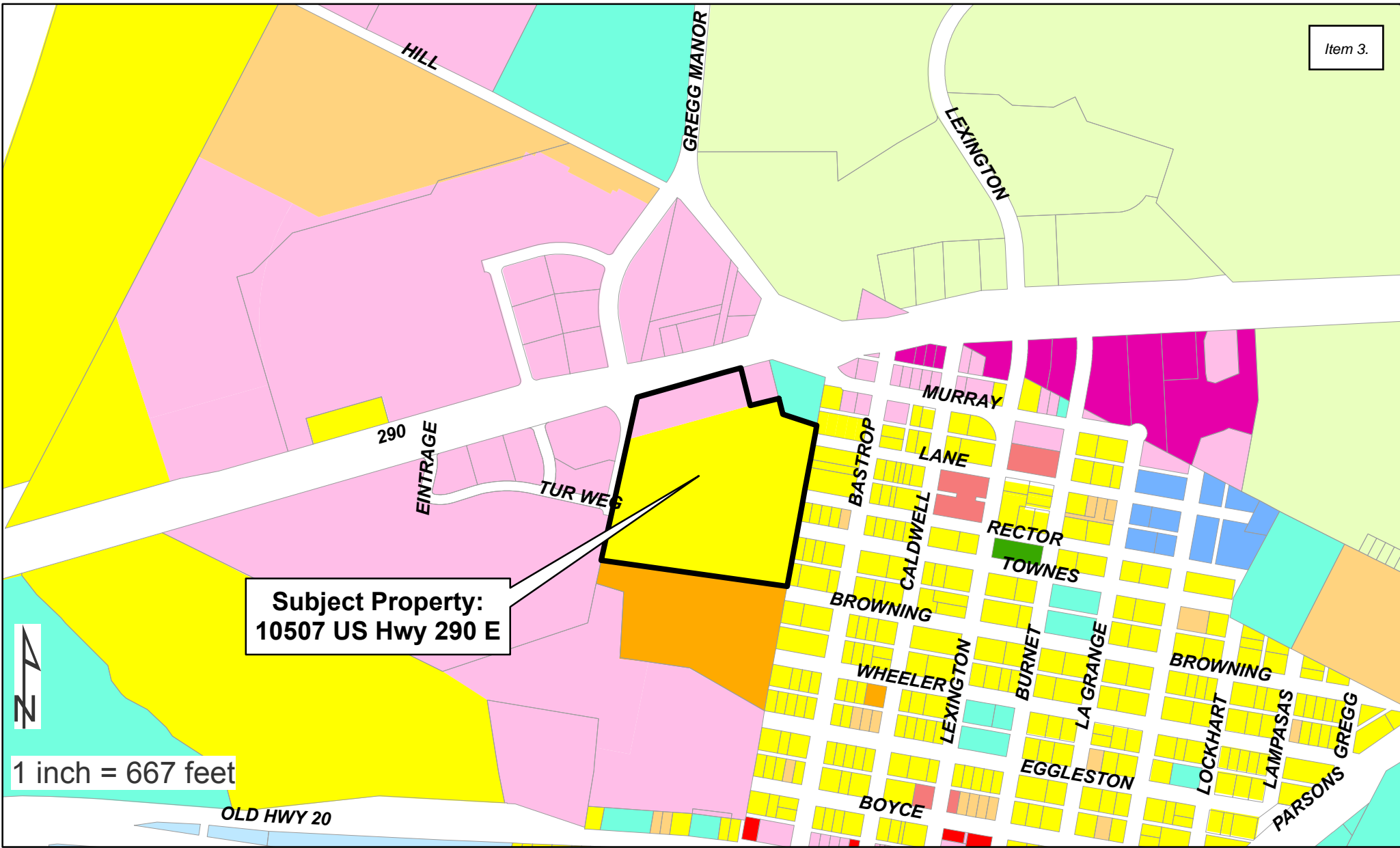


Tyler Boykin, E.I.T.

Associate

(512) 593-8437

tboykin@mahoney-eng.com



**Subject Property:
10507 US Hwy 290 E**

1 inch = 667 feet



Proposed Rezoning: Medium Commercial (C-2)

*Current Zoning District:
Light Commercial (C-1)
Single Family (SF-1)*

Zone	
	SF-1 - Single Family
	SF-2 - Single Family
	MF-2 - Multi Family
	MH-1 - Manufactured Housing
	MH-2 - Manufactured Housing Park
	C-1 - Light Commercial
	C-2 - Medium Commercial
	DB - Downtown Business District
	NB - Neighborhood Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	I - Institutional
	PUD - Planned Unit Development
	A - Agricultural
	Manor ETJ

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB). Owner: Eric Davis. Applicant: Eric Davis

BACKGROUND/SUMMARY:

This property has been vacant for many years. The applicant has requested Downtown Business in order to construct a mixed-use building. The other 3 corners of the intersection of Lexington and Boyce are already zoned commercial.

The Planning and Zoning Commission voted 4-0 to recommend approval. City Council approved first reading on September 16, 2020.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No. 583
- Letter of Intent
- Rezoning Map
- Area Map

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve second and final reading of Ordinance No. 583 rezoning request for 0.36 acres, more or less, Lots 11-15 & East ½ of Lot 16, Block 29, Town of Manor, and being located at 109 North Lexington Street, Manor, TX from Single Family (SF-1) to Downtown Business (DB).

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

ORDINANCE NO. 583**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY (SF-1) TO DOWNTOWN BUSINESS (DB); 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 Single Family (SF-1) to zoning district Downtown Business (DB). The Property is accordingly hereby rezoned to Downtown Business (DB).

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.

PASSED AND APPROVED FIRST READING on this the 16th day of September 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of October 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Address:

109 North Lexington Street, Manor, Texas 78653

Property Legal Description:

Property 1:

Lots 11, 12, 13, 14 and the East 15 feet of Lot 15, Block 29, Town of Manor, Travis County, Texas, according to the map or plat thereof recorded in Volume V, Page 796, Deed Records of Travis County, Texas.

Property 2:

The West 10 feet of Lot 15 and the East 10 feet of Lot 16, Block 29, Town of Manor

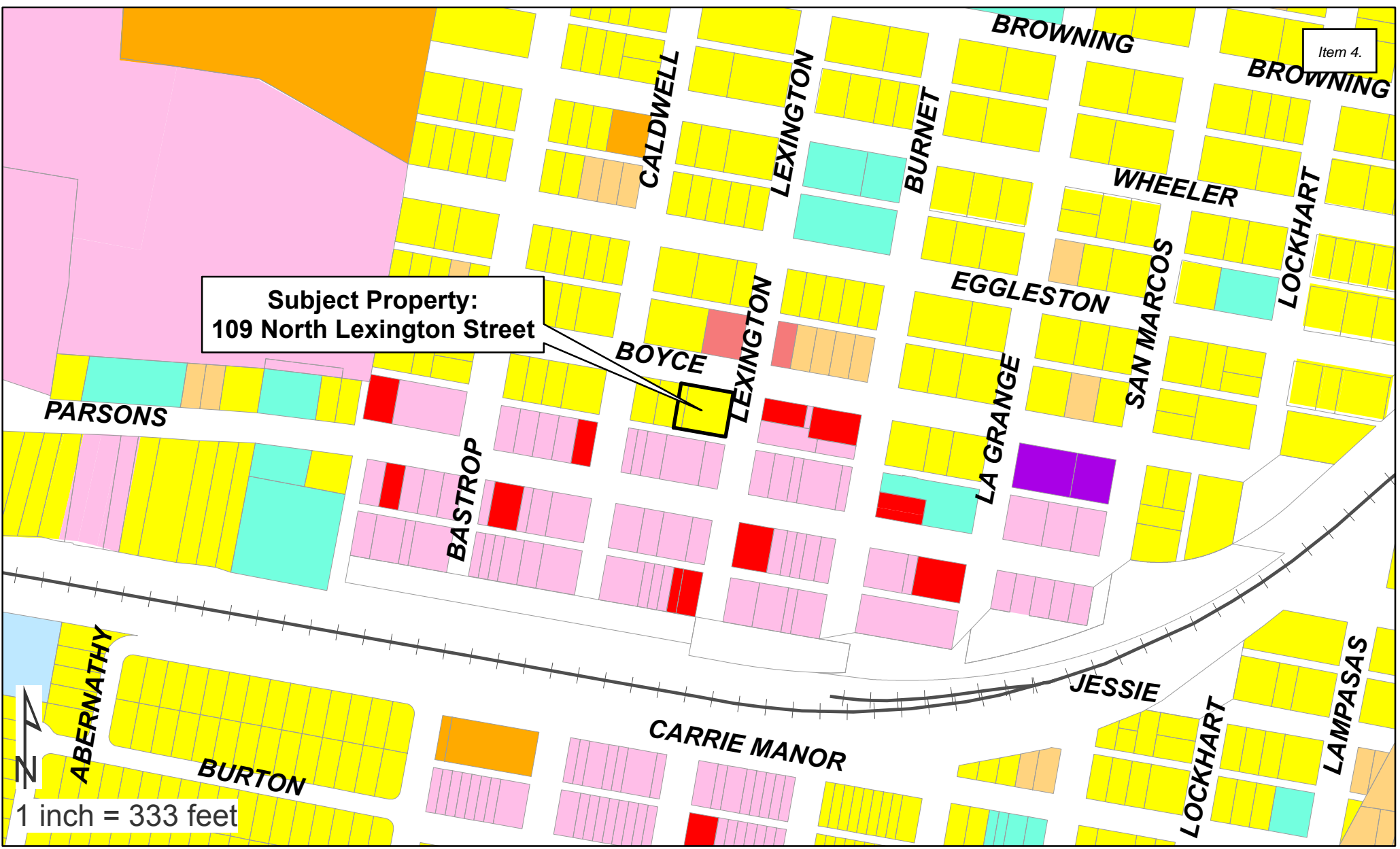
Letter of Intent


I plan on building a mixed-use property on the properties listed on this application. I believe this is the direction on where the city should want to be heading in the downtown section of town. Retail space on bottom floor & residential spaces on 2nd & 3rd stories. I believe the city is lacking retail space for more businesses to come & also apartment living. For these reasons I believe this zoning change should be granted. Thank you for your time

Davis Capital Investments LLC

512-784-4955

Subject Property:
109 North Lexington Street




















 1 inch = 333 feet



Proposed Rezoning: Downtown Business

Current Zoning District:
Single Family (SF-1)

Zone	
	SF-1 - Single Family
	SF-2 - Single Family
	MF-2 - Multi Family
	MH-1 - Manufactured Housing
	MH-2 - Manufactured Housing Park
	C-1 - Light Commercial
	C-2 - Medium Commercial
	DB - Downtown Business District
	NB - Neighborhood Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	I - Institutional
	PUD - Planned Unit Development
	A - Agricultural
	Manor ETJ



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). Owner: Las Entradas Development Corp. Applicant: Carlson Brigrance & Doering, Inc.

BACKGROUND/SUMMARY:

This 0.91 acres will be added to the approximately 10-acre tract adjacent to it that is already zoned MF-2 and will be incorporated into the proposed multi-family project on that tract.

The Planning and Zoning Commission voted 4-0 to recommend approval. City Council approved first reading on September 16, 2020.

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

- Ordinance No. 584
- Letter of Intent
- Rezoning Map

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve second and final reading of Ordinance No. 584 rezoning request for 0.91 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near US Hwy 290 E and Gregg Manor Road, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION: X Recommend Approval Disapproval None

ORDINANCE NO. 584

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 16th day of September 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of October 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

Being a 0.910 acre tract of land situated in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas; being a portion of that certain called 105.170 acre tract of land as described in a warranty deed with vendors lien to Las Entradas Development Corporation, and recorded in document No. 2007002485 of the Official Public Records of Travis County Texas, (O.P.R.T.C.T.) Texas; said 0.910 acre tract being more particularly described by metes and bounds as follows:

Metes and Bounds Description

COMMENCING at a 1/2-inch iron rod with orange cap stamped "Capital" found marking the westernmost northwest corner of that certain 9.982 acre tract of land described in a Special Warrant Deed to Manor Apartments, LLC, and recorded in Document No. 2019137031, O.P.R.T.C.T.;

THENCE, with the common line of said 9.982 acre tract and said 105.170 acre tract, the following three (3) calls:

1. South 73° 43' 44" East, a distance of 50.09 feet to a 1/2-inch iron rod with red cap stamped "KHA" set for the POINT OF BEGINNING and northwest corner of the herein described tract;
2. South 73° 43' 44" East, a distance of 96.57 feet to a 1/2-inch iron rod with orange cap stamped "Capital" found for the northeast corner of the herein described tract, same marking an interior corner of said 9.982 acre tract;
3. South 03° 07' 00" West, a distance of 335.58 feet to a 1/2-inch iron rod found for the southeast corner of the herein described tract, same marking the southeast corner of said 9.982 acre tract;

THENCE, North 81° 36' 45" West, travelling across the interior of said 105.107 acre tract, a distance of 115.49 feet to a 1/2-inch iron rod with red cap stamped "KHA" set for the southernmost southwest corner of the herein described tract, said point also being on the east right-of-way (R.O.W.) line of proposed Gregg Manor Road (having a variable width);

THENCE, continuing to travel across the interior of said 105.170 acre tract, and with said east R.O.W. line of proposed Gregg Manor Road, the following three (3) calls:

1. North 07° 40' 11" West, a distance of 3.93 feet to a 1/2-inch iron rod with red cap stamped "KHA" set for a corner of the herein described tract, said iron rod also marking the beginning of a curve to the right;

2. In a Northerly direction, with said curve to the right, having a central angle of 19° 59' 11", a radius of 555.00 feet, an arc length of 193.60 feet, and a chord bearing and distance of North 02° 19' 24" East – 192.62 feet to a ½-inch iron rod with red cap stamped "KHA" set for a corner of the herein described tract, and marking the end of said curve;
3. North 12° 19' 00" East, a distance of 152.45 feet to the POINT OF BEGINNING of the herein described tract and containing 0.910 acre of land, more or less based on a survey performed in July of 2020.



Carlson, Brigance & Doering, Inc.
Civil Engineering ❖ Surveying

August 12, 2020

City of Manor
Development Services Department
Attn: Mr. Scott Dunlop
105 E. Eggleston Street
Manor, Texas 78653

RE: Las Entradas
CBD Job # 5163

Re-Zoning Application for 0.91 Acres

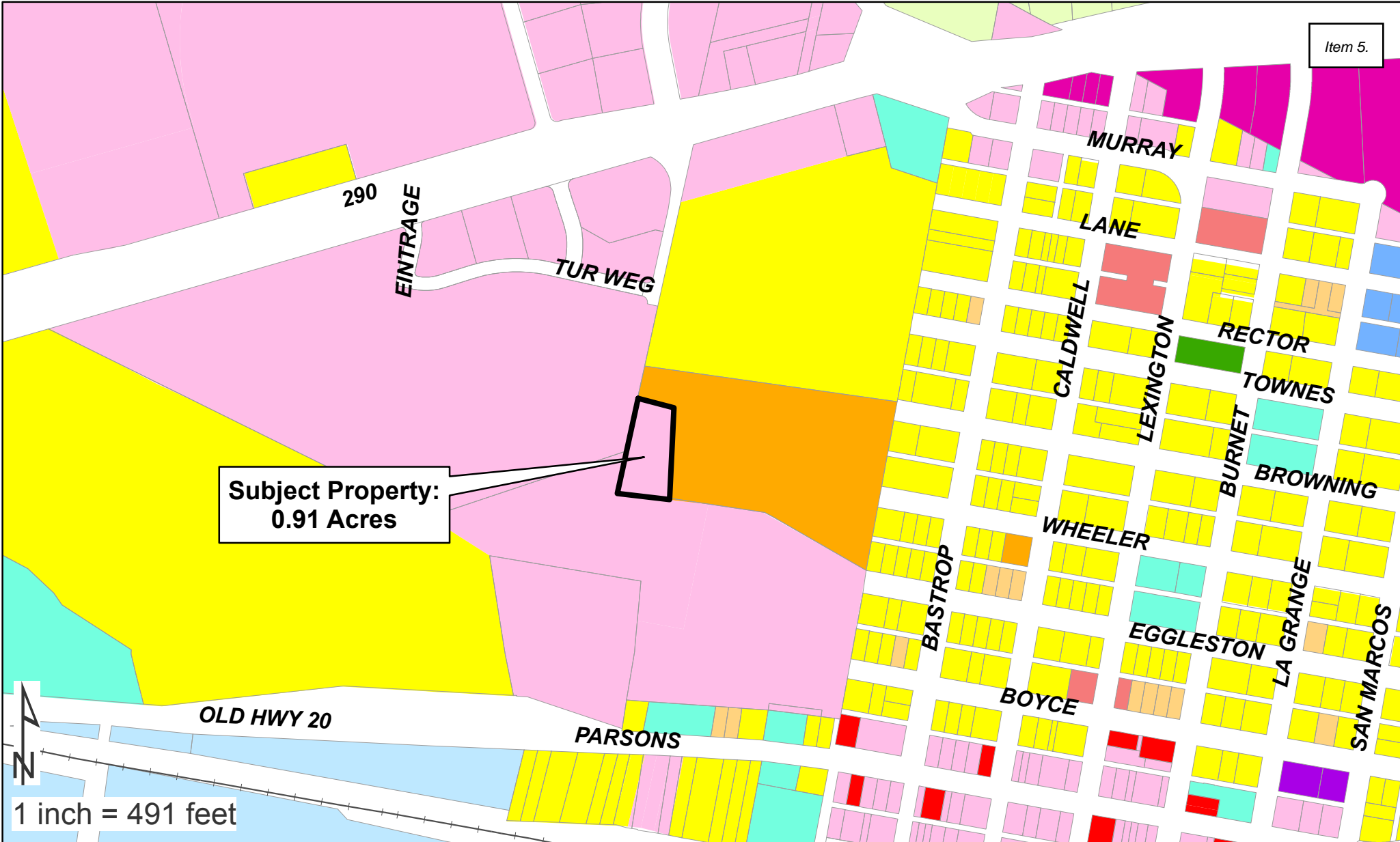
Dear Mr. Dunlop,

On behalf of our client, Las Entradas Development Corporation, Carlson, Brigance & Doering, Inc. respectfully submits this application for re-zoning to the City of Manor. This submittal is for a tract of land 0.91 of an acre in size located off the terminus of the southern end of Gregg Manor Road. The site is part of an overall tract currently zoned C-1 (Light Commercial). This request is for a re-zoning of the property in question to R-3 (Multifamily).

Thank you for your time and review of this project. Please let me know if you need any additional information in order to process this request.

Respectfully,
Carlson, Brigance & Doering, Inc.

Geoff Guerrero
Senior Planner



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

*Current Zoning District:
Light Commercial (C-1)*

Zone	
	SF-1 - Single Family
	SF-2 - Single Family
	MF-2 - Multi Family
	MH-1 - Manufactured Housing
	MH-2 - Manufactured Housing Park
	C-1 - Light Commercial
	C-2 - Medium Commercial
	DB - Downtown Business District
	NB - Neighborhood Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	I - Institutional
	PUD - Planned Unit Development
	A - Agricultural
	Manor ETJ

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2). Owner: Geraldine & Edward Wolf. Applicant: BGE, Inc.

BACKGROUND/SUMMARY:

This 50-acre tract is across FM 973 from the senior high school. The applicant has requested to zone approximately 44 acres to Two-Family, which is a new residential zoning category that was created in our Zoning Code in March, and the remaining 6 acres to Medium Commercial. Johnson Road will be extended through the property as required by our Thoroughfare Plan.

The Planning and Zoning Commission voted 4-0 to recommend approval. City Council approved first reading on September 16, 2020.

LEGAL REVIEW: Yes

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No. 585
- Letter of Intent
- Rezoning Map
- Rezoning Exhibit
- Area Map

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve second and final reading of Ordinance No. 585 rezoning request for 50.32 acres, more or less, out of the Greenbury Gates Survey, and being located near N. FM 973 and Johnson Road, Manor, TX from Agricultural (A) to Two-Family (TF) and Medium Commercial (C-2).

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

ORDINANCE NO. 585

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

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for approximately 50.36 acres of land and parcels of property described in Exhibit "A" (the "Property"), attached hereto and incorporated herein as if fully set forth and as further described below, from the current zoning district Agricultural (A) to zoning districts Two-Family (TF) and Medium Commercial (C-2):

Parcel 1: Approximately 3.0 acres of the Property rezoned to Medium Commercial (C-2);

Parcel 2: Approximately 3.0 acres of the Property rezoned to Medium Commercial (C-2); and

Parcel 3: Approximately 44.341 acres of the Property rezoned to Two-Family (TF).

The Property is accordingly hereby rezoned to Two-Family (TF) and Medium Commercial (C-2) as provided herein.

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. 585

PASSED AND APPROVED FIRST READING on this the 16th day of September 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of October 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Legal Description: See attached field notes for Parcels 1, 2 and 3.

PARCEL 1

EXHIBIT A

MANOR WOLF COMMERCIAL NORTH
3.000 ACRESZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 3.000 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of the above described Wolf 50.36 acre tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnhamn Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet; Thence, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, S 27°26'20" W a distance of 1,045.36 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

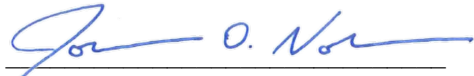
THENCE, over and across said Wolf 50.36 acre tract, S 62°54'05" E a distance of 324.05 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 27°14'49" W a distance of 402.44 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°54'05" W a distance of 325.40 feet to a calculated point on the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, for the southwest corner of the herein described tract, from which a found TXDOT Type I Concrete Monument bears S 27°26'20" W a distance of 291.99 feet;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 402.44 feet to the **POINT OF BEGINNING** and containing 3.000 acres (130,680 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 10, 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles RPLS No. 5777



9/24/2020

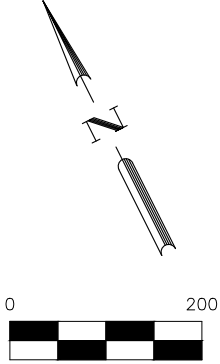
Date

BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502

Client: DR Horton
Date: September 24, 2020
Job No: 7804-00

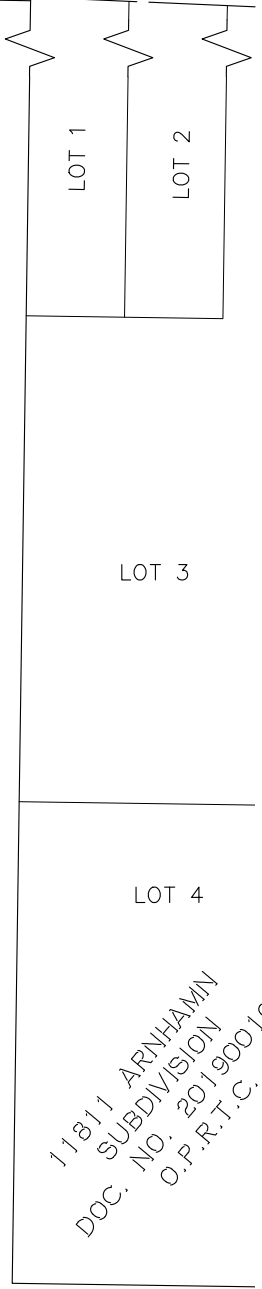
Item 6.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



P.O.R. ARNHAMN ROAD (WIDTH VARIES/NO DEED OF RECORD FOUND)

REMAINDER OF A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962, 2005081012,
2005081013 O.P.R.T.C.
ED WOLF, INDEPENDENT EXECUTOR OF
THE ESTATE OF MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695, PG. 222
D.R.T.C.



MARY RUTH HOLLEY
REMAINDER OF A
CALLED 99.8 ACRES
DOC. NO. 2000002468
O.P.R.T.C.

F.M. 973

(WIDTH VARIES)
DOC. NOS. 2000000355,
2000018956,
2000002469 O.P.R.T.C.

SUMNER BACON
SURVEY NO. 62
GREENBERRY GATES
SURVEY NO. 63

APPROXIMATE SURVEY LINE

**GREENBERRY GATES
SURVEY NO. 63**

8' ELEC. ESMT.
VOL. 7873, PG. 425 D.R.T.C.

P.O.B.
324.05'
S 62°54'05" E

3.000 ACRES
130,680 SQUARE FEET
PORTION A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962,
2005081012, 2005081013
O.P.R.T.C.
ED WOLF, INDEPENDENT
EXECUTOR OF THE ESTATE OF
MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695,
PG. 222 D.R.T.C.

**11811 ARNHAMN
SUBDIVISION
DOC. NO. 201900107
O.P.R.T.C.**

BOARD OF TRUSTEES OF
THE MANOR INDEPENDENT
SCHOOL DISTRICT
CALLED 75.37 ACRES
DOC. NO. 2008031946
O.P.R.T.C.

F.M. 973

(WIDTH VARIES)
DOC. NOS. 2000000355,
2000018956, 2000002469 O.P.R.T.C.

N 27°26'20" E 402.44'

S 27°14'49" W 402.44'

N 62°54'05" W
325.40'

REMAINDER OF A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962, 2005081012,
2005081013 O.P.R.T.C.
ED WOLF, INDEPENDENT EXECUTOR OF
THE ESTATE OF MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695, PG. 222
D.R.T.C.

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 27°26'20" E	50.00'
	[N 27°27'21" E]	[50.00']



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'

SHEET 3

OF 4

74

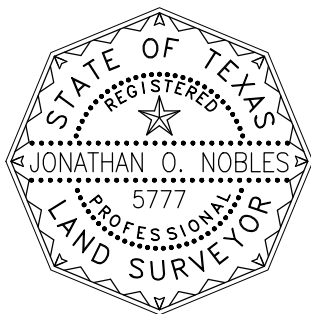
LEGEND

- DOC. DOCUMENT
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
- ELEC. ELECTRIC
- ESMT. EASEMENT
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- VOL. VOLUME
- () RECORD INFORMATION FOR DOC. NOS.
2002135962, 2005081012, 2005081013 O.P.R.T.C
- [] RECORD INFORMATION FOR A TXDOT R.O.W.
MAP OF F.M. 973 CSJ NO. 1200-02-020
- FOUND TXDOT TYPE I CONC. MONUMENT
- FOUND TXDOT TYPE II BRASS MONUMENT
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- △ CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27°26'20" E	50.00'
	[N 27°27'21" E]	[50.00']

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles 9/24/2020

JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'	
SHEET	4
OF	4
75	

PARCEL 2

EXHIBIT A

MANOR WOLF COMMERCIAL SOUTH
3.000 ACRESZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 3.000 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+803.978-31.459 LT" found at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas and the north right-of-way line of Johnson Road (width varies, no deed of record found), at the southwest corner of the above described Wolf 50.36 acre tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+821.455-31.530 LT" found on the east right-of-way line of said F.M. 973 at the west end of the cutback to the south right-of-way line of said Johnson Road, at the most westerly northwest corner of the W. D. MORROW ADD., a subdivision recorded in Volume 75, Page 10 recorded in the Plat Records of Travis County, Texas; Thence, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 403.32 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 172.76 feet to a TXDOT Type I Concrete Monument found for an angle point;

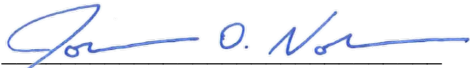
THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 227.98 feet to a calculated point for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection of the east right-of-way line of said F.M. 973 and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of said Wolf 50.36 acre tract bears N 27°26'20" E a distance of 1,511.80 feet;

THENCE, over and across said Wolf 50.36 acre tract, S 62°54'05" E a distance of 325.61 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 27°14'49" W a distance of 400.74 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°54'05" W a distance of 326.08 feet to the **POINT OF BEGINNING** and containing 3.000 acres (130,680 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 10, 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



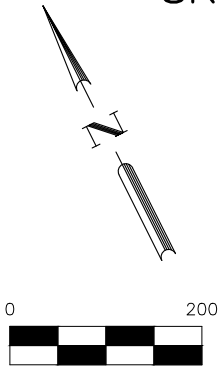
9/24/2020
Date

Client: DR Horton
Date: September 24, 2020
Job No: 7804-00

Item 6.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ARNHAMN ROAD (WIDTH VARIES/NO DEED OF RECORD FOUND)



11811 ARNHAMN
SUBDIVISION
DOC. NO. 201900107
O.P.R.T.C.

REMAINDER OF A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962, 2005081012,
2005081013 O.P.R.T.C.
ED WOLF, INDEPENDENT EXECUTOR OF
THE ESTATE OF MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695, PG. 222
D.R.T.C.

BOARD OF TRUSTEES OF
THE MANOR INDEPENDENT
SCHOOL DISTRICT
CALLED 75.37 ACRES
DOC. NO. 2008031946
O.P.R.T.C.

F.M. 973

(WIDTH VARIES)
DOC. NOS. 2000000355,
2000018956, 2000002469 O.P.R.T.C.

(N 30°10'00" E 1,737.20')
[N 27°27'21" E 1,739.46']

N 27°26'20" E 1,511.80'

325.61'
S 62°54'05" E

3.000 ACRES
130,680 SQUARE FEET

PORTION A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962,
2005081012, 2005081013
O.P.R.T.C.
ED WOLF, INDEPENDENT
EXECUTOR OF THE ESTATE OF
MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695,
PG. 222 D.R.T.C.

**GREENBERRY GATES
SURVEY NO. 63**

S 27°14'49" W 400.74'

(N 29°48'00" E 577.20')
[N 27°07'28" E 577.20']

N 62°54'05" W
326.08'

P.O.B.

REMAINDER OF A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962, 2005081012,
2005081013 O.P.R.T.C.
ED WOLF, INDEPENDENT EXECUTOR OF
THE ESTATE OF MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695, PG. 222
D.R.T.C.

8' ELEC. ESMT.
VOL. 7873, PG. 425 D.R.T.C.

P.O.R.

JOHNSON ROAD (WIDTH VARIES/NO DEED OF RECORD FOUND)

UNITED STATES
OF AMERICA
CALLED 36.14 ACRES
DOC. NO. 2014113251
O.P.R.T.C.

APPROXIMATE
SURVEY LINE

SUMNER BACON
SURVEY NO. 62

GREENBERRY GATES
SURVEY NO. 63

W. D. MORROW ADD.
VOL. 75, PG. 10 P.R.T.C.

LOT A

TURNING POINT
FELLOWSHIP CHURCH
DOC. NO. 2007205364
O.P.R.T.C.

HUE LAM BUDDHIST CENTER, INC.
CALLED 8.60 ACRES
DOC. NO. 2006144423 O.P.R.T.C.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'

SHEET 3

OF 4

78

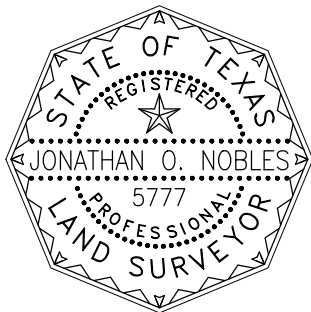
LEGEND

- DOC. DOCUMENT
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
- ELEC. ELECTRIC
- ESMT. EASEMENT
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- VOL. VOLUME
- () RECORD INFORMATION FOR DOC. NOS.
2002135962, 2005081012, 2005081013 O.P.R.T.C
- [] RECORD INFORMATION FOR A TXDOT R.O.W.
MAP OF F.M. 973 CSJ NO. 1200-02-020
- FOUND TXDOT TYPE I CONC. MONUMENT
- FOUND TXDOT TYPE II BRASS MONUMENT
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- △ CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27°08'59" E	172.76'
L2	N 27°26'20" E	227.98'
L3	N 27°31'37" E	58.22'
	[N 27°07'28" E]	[57.34']

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles 9/24/2020
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'
 SHEET 4
 OF 4

PARCEL 3

EXHIBIT A

MANOR WOLF TWO FAMILY
44.341 ACRESZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 44.341 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 44.341 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+821.455-31.530 LT" found on the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, at the west end of the cutback to the south right-of-way line of Johnson Road (width varies, no deed of record found), at the most westerly northwest corner of the W. D. MORROW ADD., a subdivision recorded in Volume 75, Page 10 recorded in the Plat Records of Travis County, Texas, from which a found TXDOT Type I Concrete Monument bears S 27°11'34" W a distance of 365.57 feet; Thence, with the east right-of-way line of said F.M. 937 and over and across the right-of-way of said Johnson Road, N 27°31'37" E a distance of 58.22 feet to a TXDOT Type II Brass Disk set in concrete stamped "STA 41+803.978-31.459 LT" found at the southwest corner of the above described Wolf 50.36 acre tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 403.32 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°54'05" E a distance of 326.08 feet to a calculated point for an interior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, N 27°14'49" E a distance of 400.74 feet to a calculated point for an interior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, N 62°54'05" W a distance of 325.61 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 64.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°54'05" E a distance of 325.40 feet to a calculated point for an interior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, N 27°14'49" E a distance of 402.44 feet to a calculated point for an interior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, N 62°54'05" W a distance of 324.05 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 1,045.36 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection of the east right-of-way line of said F.M. 973 and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of said Wolf 50.36 acre tract, for the northwest corner of the herein described tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnhamn Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet;

THENCE, with the south right-of-way line of said Arnhamn Lane and the north line of said Wolf 50.36 acre tract, S 62°30'12" E a distance of 623.61 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the west line of 11811 ARNHAMN SUBDIVISION, a subdivision recorded in Document Number 201900107 of the Official Public Records of Travis County, Texas, at the most northerly northeast corner of said Wolf 50.36 acre tract, for the most northerly northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Premier Surveying" found at the northwest corner of said 11811 ARNHAMN SUBDIVISION, bears N 27°23'53" E a distance of 3.76 feet;

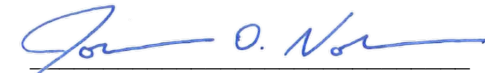
THENCE, with an east line of said Wolf 50.36 acre tract and the west line of said 11811 ARNHAMN SUBDIVISION, S 27°23'53" W a distance of 1,434.22 feet to a 5/8-inch iron rod with cap stamped "Spot On Surveying" found at the southwest corner of said 11811 ARNHAMN SUBDIVISION, at an interior corner of said Wolf 50.36 acre tract, for an interior corner of the herein described tract;

THENCE, with a north line of said Wolf 50.36 acre tract, and partly with the south line of said 11811 ARNHAMN SUBDIVISION and partly with the south line of a called 2.11 acre tract of land as conveyed to Margie Lee Handsel by Warranty Deed recorded in Volume 10007, Page 724 of the Real Property Records of Travis County, Texas, S 62°35'45" E, pass a leaning Axle found at the common south corner of said 11811 ARNHAMN SUBDIVISION and said Handsel 2.11 acre tract, at a distance of 609.81 feet, and continuing on for a total distance of 868.75 feet to calculated point on the west right-of-way line of said Johnson Road, at the most easterly northeast corner of said Wolf 50.36 acre tract, for the most easterly northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said Johnson Road and the east line of said Wolf 50.36 acre tract, S 27°33'15" W a distance of 858.99 feet to a MAG Nail with washer stamped "BGE Inc" set in asphalt at the intersection of the west right-of-way line of said Johnson Road with the north right-of-way line of said Johnson Road, at the southeast corner of said Wolf 50.36 acre tract, for the southeast corner of the herein described tract;

THENCE, with the north right-of-way line of said Johnson Road and the south line of said Wolf 50.36 acre tract, N 63°25'45" W a distance of 1,488.92 feet to the **POINT OF BEGINNING** and containing 44.341 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 10, 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles RPLS No. 5777

BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



9/24/2020

Date

Client: DR Horton
Date: September 24, 2020
Job No: 7804-00

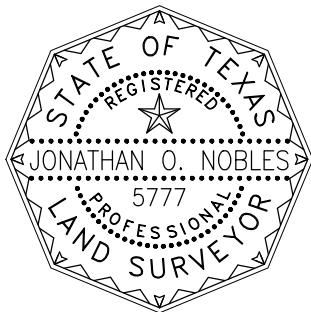
LEGEND

- DOC. DOCUMENT
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS OF TRAVIS COUNTY
- VOL. VOLUME
- () RECORD INFORMATION FOR DOC. NOS.
2002135962, 2005081012, 2005081013 O.P.R.T.C
- [] RECORD INFORMATION FOR A TXDOT R.O.W.
MAP OF F.M. 973 CSJ NO. 1200-02-020
- { } RECORD INFORMATION FOR DOC. NO. 201900107 P.R.T.C.
- < > RECORD INFORMATION FOR VOL. 7645, PG. 727 D.R.T.C.
- (()) RECORD INFORMATION FOR VOL. 75, PG. 10 P.R.T.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ⊕ FOUND AXLE
- FOUND TXDOT TYPE I CONC. MONUMENT
- ▣ FOUND TXDOT TYPE II BRASS MONUMENT
- △ CALCULATED POINT
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- ⊗ SET MAG NAIL W/ "BGE INC" WASHER

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27°26'20" E	64.00'
L2	N 27°31'37" E	58.22'
	[N 27°07'28" E]	[57.34']
L3	N 27°26'20" E	50.00'
	[N 27°27'21" E]	[50.00']
L4	S 27°11'34" W	365.57'
	[S 27°07'28" W]	[365.34']
	((S 30°00' W))	((364.70'))
L5	N 27°23'53" E	3.76'

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles 9/24/2020

JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



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 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'	
SHEET	5
OF	5



August 14, 2020

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

Re: Rezoning Letter of Intent
50.36 ac. Manor Wolf Tract
East of FM 973 between Arnhamn Lane & Johnson Rd, Manor, Texas

This letter of intent has been prepared on behalf of 'DR Horton' as a part of the Rezoning efforts for the Manor Wolf Tract in Manor, Texas. The 50.36-acre tract (Property ID 259152) is currently zoned Agricultural. As a part of the proposed development, the site will need to be rezoned to Two-Family Residential (TF) for approximately 44.4 acres of the site and Medium Commercial (C-2) for approximately 6.0 acres. This development promotes the growth of Manor and is a desirable location for residents due to its close proximity to the Manor Senior High School, located just across the street on the west side of FM 973. The proposed commercial tracts within the tract will provide for conveniently located services for the residents within the subdivision as well as the students. The tract will be developed in accordance with the City of Manor Code of Ordinances such that there are minimal impacts to the surrounding tracts.

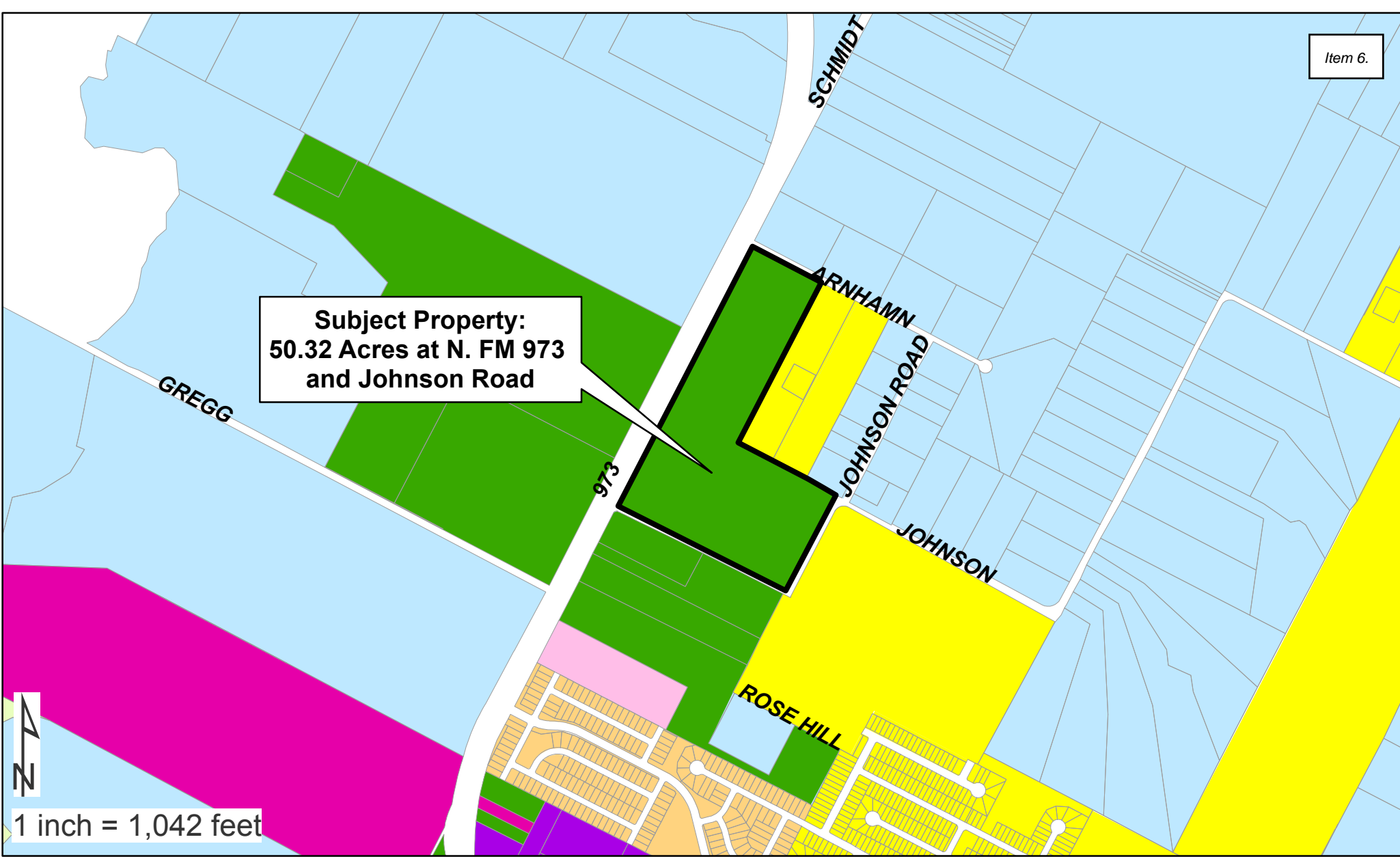
Should you have any further inquiries about the intent of the development or impacts on the surrounding community, please feel free to contact me at (512) 686-3564 or Rychlik@bgeinc.com.


Sincerely,

A handwritten signature in blue ink, appearing to read 'RJ Rychlik'.

RJ Rychlik, P.E.
Project Manager, Land Development
BGE, Inc.
TBPE Firm #F-1046
















**Subject Property:
50.32 Acres at N. FM 973
and Johnson Road**




 1 inch = 1,042 feet



Proposed Rezoning:
Two-Family (TF)
Medium Commercial (C-2)
Current Zoning District:
Agricultural (A)

Zone	
	SF-1 - Single Family
	SF-2 - Single Family
	MF-2 - Multi Family
	MH-1 - Manufactured Housing
	MH-2 - Manufactured Housing Park
	C-1 - Light Commercial
	C-2 - Medium Commercial
	DB - Downtown Business District
	NB - Neighborhood Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	I - Institutional
	PUD - Planned Unit Development
	A - Agricultural
	Manor ETJ

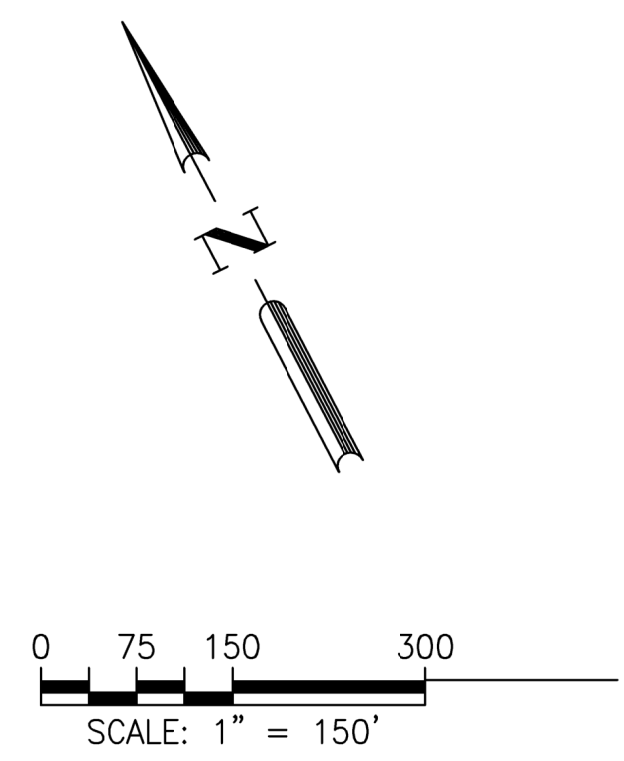
DATE	REV	DESCRIPTION

DESIGNED BY:
 REVIEWED BY:
 DRAWN BY:



BGE Inc.
 7000 NORTH PACIFIC, SUITE 330
 AUSTIN, TX 78751
 TEL: 512-878-0400 • www.bgeinc.com
 TEPF Registration No. F-1046

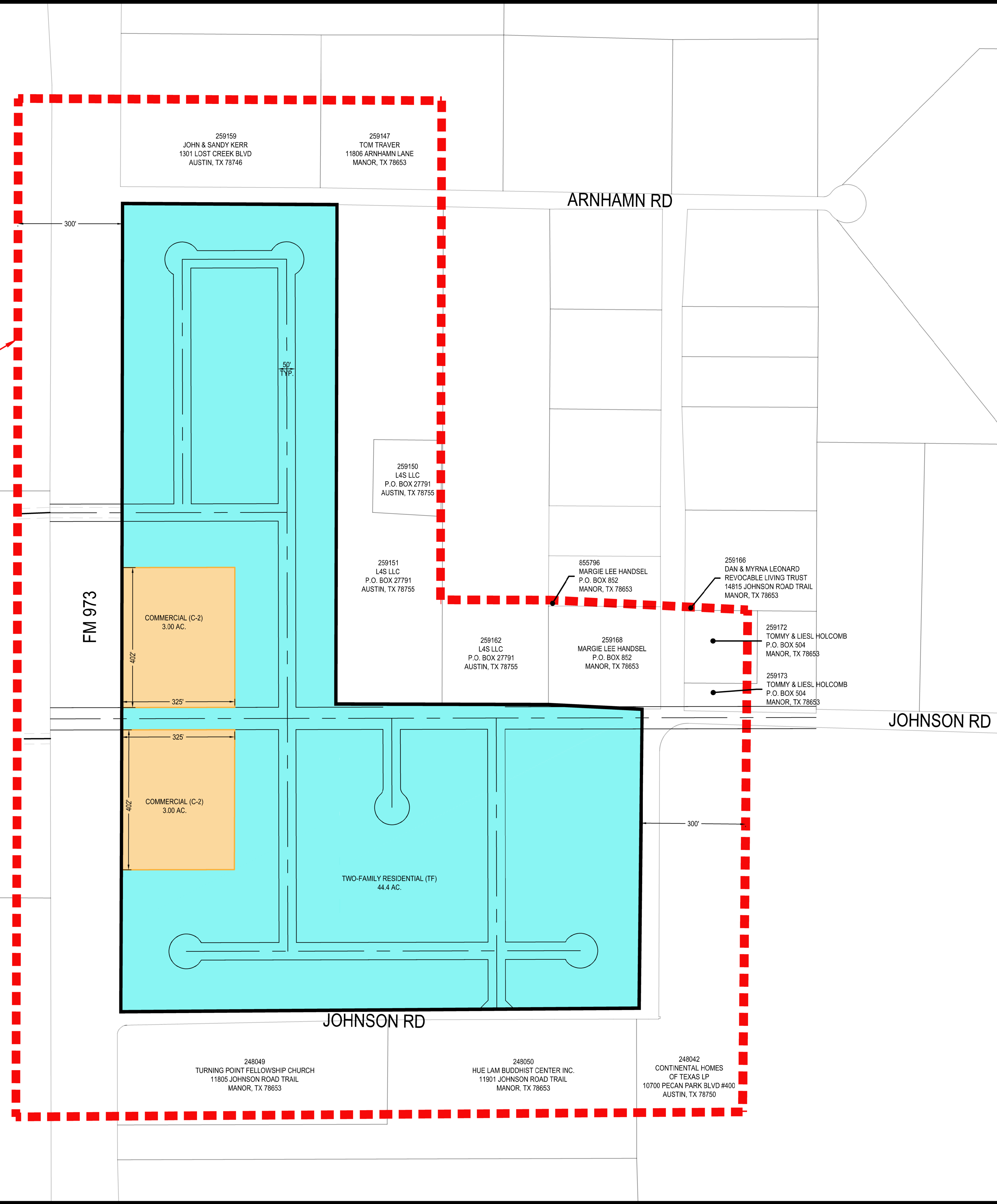
DR HORTON
 MANOR WOLF REZONING
 PROPERTY OWNER EXHIBIT



Total Area: 50.4 AC.

- Two-Family Residential (TF)
284 units (142 lots)
assumed 3.4 lots per acre 44.4 ac
- Commercial (C-2)
2 lots 6.0 ac

300 FT PROPERTY OWNER
 NOTIFICATION BOUNDARY



259091
 MARY RUTH HOLLEY
 P.O. BOX 1209
 MANOR, TX 78653

259159
 JOHN & SANDY KERR
 1301 LOST CREEK BLVD
 AUSTIN, TX 78746

259147
 TOM TRAVER
 11806 ARNHAMN LANE
 MANOR, TX 78653

259150
 L4S LLC
 P.O. BOX 27791
 AUSTIN, TX 78755

259151
 L4S LLC
 P.O. BOX 27791
 AUSTIN, TX 78755

855796
 MARGIE LEE HANSEL
 P.O. BOX 852
 MANOR, TX 78653

259166
 DAN & MYRNA LEONARD
 REVOCABLE LIVING TRUST
 14815 JOHNSON ROAD TRAIL
 MANOR, TX 78653

259172
 TOMMY & LIESL HOLCOMB
 P.O. BOX 504
 MANOR, TX 78653

259173
 TOMMY & LIESL HOLCOMB
 P.O. BOX 504
 MANOR, TX 78653

259162
 L4S LLC
 P.O. BOX 27791
 AUSTIN, TX 78755

259168
 MARGIE LEE HANSEL
 P.O. BOX 852
 MANOR, TX 78653

259092
 MANOR INDEPENDENT SCHOOL DISTRICT
 P.O. BOX 359
 MANOR, TX 78653

848703
 UNITED STATES OF AMERICA - DEPT OF TRANSPORTATION
 (CENTRAL LOGISTICS SERVICE AREA)
 2601 MEACHAM BV
 FORT WORTH, TX 76137

248049
 TURNING POINT FELLOWSHIP CHURCH
 11805 JOHNSON ROAD TRAIL
 MANOR, TX 78653

248050
 HUE LAM BUDDHIST CENTER INC.
 11901 JOHNSON ROAD TRAIL
 MANOR, TX 78653

248042
 CONTINENTAL HOMES
 OF TEXAS LP
 10700 PECAN PARK BLVD #400
 AUSTIN, TX 78750



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing the addition of land to the Manor Heights Public Improvement District (PID).

BACKGROUND/SUMMARY:

On September 16, 2020, the City Council accepted the petition filed by the owners of property in the Manor Heights PID requesting the addition of land to the Manor Heights PID and scheduled a public hearing be held on October 7, 2020. The attached resolution is presented to you for consideration to authorize the addition of land to the Manor Heights PID requested.

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

- Resolution No. 2020-11

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve and adopt Resolution No. 2020-11 authorizing the addition of land to the Manor Heights Public Improvement District (PID) and direct the City Secretary to publish a copy of the resolution adopted.

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

RESOLUTION NO. 2020-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR,
TEXAS, AUTHORIZING THE ADDITION OF LAND TO THE MANOR
HEIGHTS PUBLIC IMPROVEMENT DISTRICT.**

WHEREAS, the City of Manor, Texas (the “City”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “Act”) to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, the City Council of the City of Manor (the “City Council”) has previously created the Manor Heights Public Improvement District (the “District”) pursuant to Resolution 2018-10 adopted on November 7, 2018 (the “Creation Resolution”); and

WHEREAS, on or about September 3, 2020, the City received a Petition for the Addition of Land to Manor Heights Public Improvement District Within the City of Manor, Texas, which is attached as “Exhibit “A.”” (the “Petition”) which asks the City to include additional land described in the Petition (the “Additional Land”) to the District;

WHEREAS, the Petition is sufficient under the Act and is signed by: (1) owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the District, as the District will be comprised with the inclusion of the Additional Land, as determined by the current roll of the Travis County Appraisal District; and (2) record owners of real property liable for assessment in the District as the District will be comprised with the inclusion of the Additional Land, who: (A) constitute more than 50 percent of all record owners of property that are liable for assessment in the District as the District will be comprised with the inclusion of the Additional Land; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment in the District as the District will be comprised with the inclusion of the Additional Land, have executed the Petition requesting the addition of such Additional Land to the District (the “Owner”); and

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) has reviewed the Petition and determined that the Petition satisfies the requirements of the Act; and

WHEREAS, after providing the notices required by Sections 372.009 and 372.012 of the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the “Open Meetings Act”), the City Council conducted a public hearing on October 7, 2020, to determine the advisability of the addition of such Additional Land to the District; and

WHEREAS, all owners of property located within the District, as it will be comprised with the inclusion of the Additional Land, and all other interested persons were given the opportunity at such public hearing to speak for or against the addition of the Additional Land to the District; and

WHEREAS, the City Council closed such public hearing held on October 7, 2020, and after receiving the public input and considering same, and evaluating the supporting information received by the City from the Developer, related to the addition of the Additional Land to the District, the Council takes the following action.

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

SECTION 1. RECITALS. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. FINDINGS. Pursuant to the requirements of the Act, and the City's Public Improvement District Policy adopted February 21, 2018, as amended (the "PID Policy"), the City Council, after considering the Petition for the proposed addition of Additional Land to the District and the evidence and testimony presented at the public hearings, hereby finds and declares:

- (a) Ownership Compliance. The Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the District as it will be comprised with the inclusion of the Additional Land, as determined by the current appraisal roll of the Travis County Appraisal District, and by the record owners of real property liable for assessment in the District, as it will be comprised with the inclusion of the Additional Land, who own taxable real property that constitutes more than 50 percent of the area of all real property in the District, with the inclusion of the Additional Land, that is liable for assessment;
- (b) Compliance with the City's PID Policy. All provisions of the City's PID Policy have been met.
- (c) General Nature of Improvements. The improvements that will be made to provide a special benefit to the Additional Land are of the same type as those improvements for which the District was created and identified in the Creation Resolution (the "Authorized Improvements"). The Authorized Improvements shall promote the interests of the City and confer a special benefit on property in the District, including on that portion comprised of the Additional Land.
- (d) Estimated Cost of Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements benefitting the Additional Land, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs allocated to the Additional Land will not, when added to the Authorized Improvements contained in the Creation Resolution, cause the total costs of improvements that will benefit the District to exceed the \$30,000,000 costs of improvements identified in the Creation Resolution.

- (e) Apportionment of Costs. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from assessments to be levied in the District or bonds to be issued by the City, which bonds will be repaid from the assessments and from other sources of funds, if any, available to the Owner.
- (f) Boundaries. The District is located in the City of Manor, Texas. The boundaries of the Additional Land are identified by metes and bounds and a sketch on Exhibit A of the attached Petition. The new boundaries of the District with the addition of the Additional Land include all property identified on Exhibit B of the attached Petition.
- (g) Management of the District. The Owner proposes that, following the addition of the Additional Land to the District, the District continue to be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) Advisory Board. The Owner proposes that, following the addition of the Additional Land to the District, the District continue to be managed without the creation of any advisory board.

SECTION 3. AUTHORIZATION. The addition of the Additional Land to the District is hereby authorized under the Act in accordance with the findings set forth in this Resolution. The Additional Land shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 2 of this Resolution. The public improvements described in the Petition and Section 2 of this Resolution are authorized to be made in accordance with the service and assessment plan for the District to be approved by the City Council at a future meeting.

SECTION 4. NOTICE OF AUTHORIZATION. The City Secretary is directed to give notice of the authorization of the Additional Land to the District by publishing a copy of this Resolution once in a newspaper of general circulation in the City of Manor. Such authorization shall take effect and the Additional Land to the District shall be deemed to be added effective upon publication of such notice. The Additional Land shall become a part of the District. The District can be terminated as provided by law or as provided in that certain Agreement Regarding Dissolution of the Manor Heights Public Improvement District dated November 7, 2018 (the "Dissolution Agreement"). Subject to the last sentence of this Section 4, the power of the City to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Manor and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act, or as otherwise provided in the Dissolution Agreement. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 7th day of October 2020, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Dr. Larry Wallace Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

**EXHIBIT "A"
PETITION FOR ADDITION OF LAND**

PETITION FOR ADDITION OF LAND TO MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF MANOR, TEXAS

This petition (the “**Petition**”) is submitted and filed with the City Secretary of the City of Manor, Texas (the “**City**”), by Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “**Owner**”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “**Act**”), requesting the addition of the property located within the corporate limits of the City to the Manor Heights Public Improvement District (the “**District**”). In support of this Petition, the Owner would present the following:

1. Additional District Land. The District was established through the City Council’s adoption of Resolution 2018-10 (the “**Creation Resolution**”) on November 7, 2018. The area of the District as created through the Creation Resolution consists of 599 acres of land. The area of the District does not include that portion of land consisting of approximately 3 acres, the boundaries of which are delineated as that segment of the right of way known as Old Kimbro Road going over and through the District. The Owner hereby requests that the City consent to the addition of such land, which is more particularly described in Exhibit A attached hereto (the “**Additional District Land**”), to the District.

2. General Nature of the Improvements. The improvements that will be made to provide a special benefit to the Additional District Land are of the same type as those improvements for which the District was created and identified in the Creation Resolution (the “**Authorized Improvements**”). The Authorized Improvements shall promote the interests of the City and confer a special benefit on property in the District, including on that portion comprised of the Additional District Land.

3. Estimated Cost of the Improvements. The Owner estimates that the cost to design, acquire, and construct the Authorized Improvements benefitting the Additional District Land, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs allocated to the Additional District Land will not, when added to the Authorized Improvements contained in the Creation Resolution, cause the total costs of improvements that will benefit District to exceed the \$30,000,000 costs of improvements identified in the Creation Resolution.

4. Boundaries of the Property. The boundaries of the Additional District Land are identified in cross-hatching on Exhibit A to this Petition. The proposed boundaries of the District after addition of the Additional District Land shall include all property identified on Exhibit B attached hereto.

5. Proposed Method of Assessment. The proposed method of assessment will be identical to the proposed method of assessment approved by the City in the Creation Resolution. A revised assessment methodology will be prepared that will address (i) how the costs of the Authorized Improvements financed with the assessments are assessed against the property within the District, (ii) the assessments to be collected each year, (iii) provisions providing for the prepayment of the assessments at the option of the owner of any portion of the property within the

District, (iv) the reallocation of the assessment upon the subdivision of a portion of the property within the District, and (v) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District) and (vi) repayment of bonds issued to finance the Authorized Improvements. Additionally, a report will be prepared showing the special benefits accruing to the property within the District and how the costs of the Authorized Improvements are assessed to the property within the District on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on the portions of the property within the District similarly benefited.

6. Proposed Apportionment of Cost between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from assessments to be levied in the District or bonds to be issued by the City, which bonds will be repaid from the assessments and from other sources of funds, if any, available to the Owner.

7. Management of the District. The Owner proposes that, following the addition of the Property to the District, the District continue to be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

8. Owner Requests Addition of Property to the District. The person signing this Petition requests the addition of the Property to the District.

9. Advisory Board. The Owner proposes that, following the addition of the Property to the District, the District continue to be managed without the creation of any advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of the Property which is the taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of the Property which is the real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City in support of the addition of the Property to the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

[Signatures to Follow]

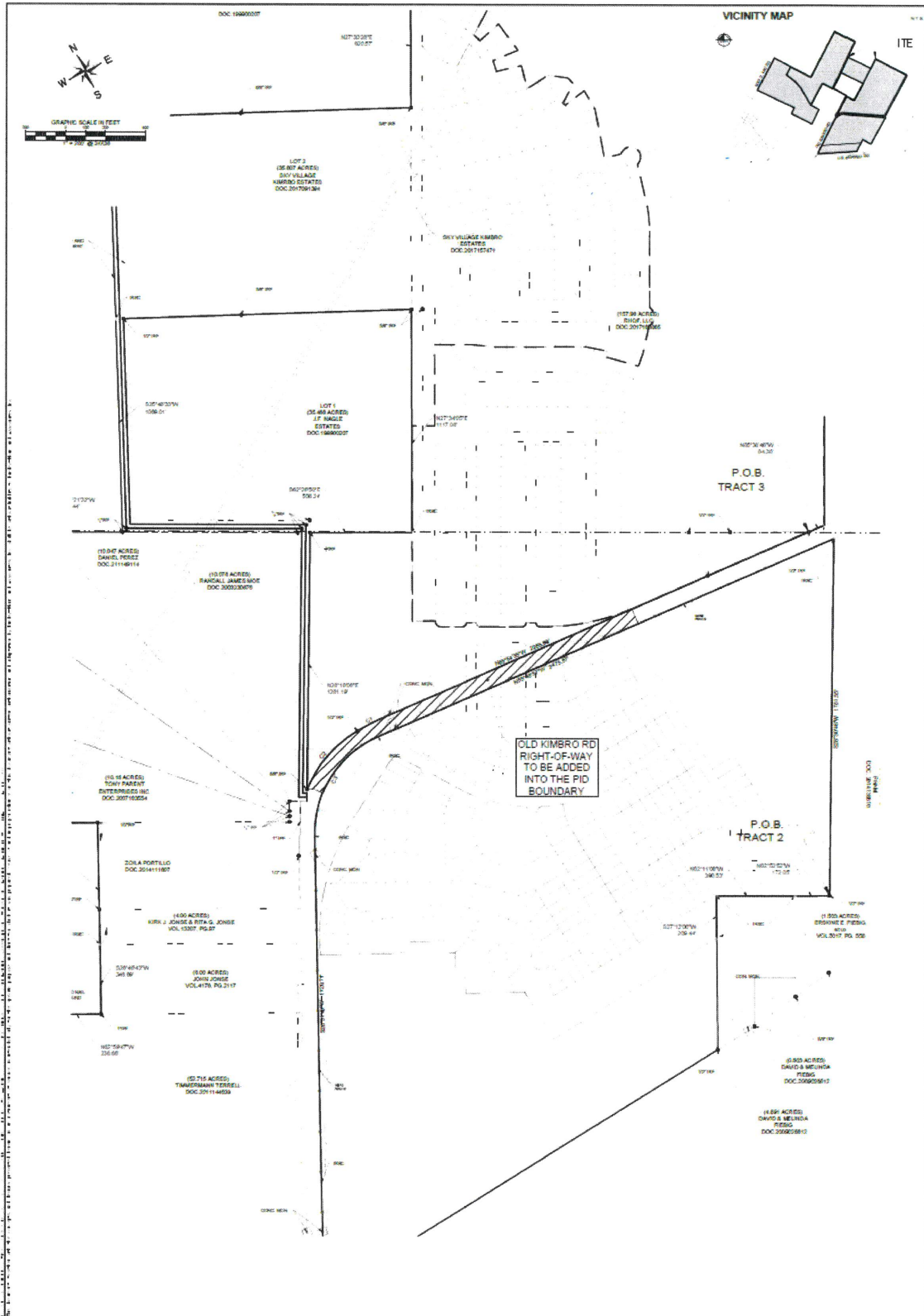
RESPECTFULLY SUBMITTED, on this 3 day of sept, 2020.

Item 7.

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

By: John Maberry
Name: John Maberry
Title: Vice President

EXHIBIT A DESCRIPTION OF THE PROPERTY



MANOR HEIGHTS

EXHIBIT A

Kimley Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
 1004 S. WILKIE ROAD, SUITE 100, AUSTIN, TX 78746
 PHONE: 512.424.1111 FAX: 512.424.1111
 WWW.KIMLEY-HORN.COM
 10400 WESTVIEW DRIVE, SUITE 100, AUSTIN, TX 78737

**A METES AND BOUNDS
DESCRIPTION OF A
3.700 ACRE RIGHT-OF-WAY OF LAND**

BEING a 3.700 acre (161,158 square feet) tract of land situated in the A.C. Caldwell Survey No. 52, Abstract No. 154, City of Manor, Travis County, Texas; and being a portion of Old Kimbro Road (80 feet wide); and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod with a plastic cap stamped "KHA" found on the southerly right-of-way line of said Old Kimbro Road marking the northwest corner of a called 51.533 acre tract of land described in instrument to Chau Dinh and Kim Pham recorded in Document No. 2014139510 of the Official Public Records of Travis County, same being the northeast corner of a called 90.0886 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017194263 of the Official Public Records of Travis County;

THENCE, North 85°48'57" West, 846.55 feet, along the southerly right-of-way line of Old Kimbro Road and the north line of said 90.0886 acre tract to the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing along the southerly right-of-way of said Old Kimbro Road and along the north line of said 90.0886 acre tract the following two (2) courses and distances:

- 1. North 85°48'57" West, 1629.02 feet to an iron rod with plastic cap stamped "KHA" found for a point of curvature;
- 2. in a southwesterly direction, along a tangent curve to the left, a central angle of 43°49'58", a radius of 533.10 feet, a chord bearing and distance of South 72°20'04" West, 397.96 feet, and a total arc length of 407.84 feet to a point for corner;

THENCE, departing the north line of said 90.0886 acre tract and crossing said Old Kimbro Road the following two (2) courses and distances:

- 1. North 40°17'42" West, 46.07 feet to a point for corner;
- 2. North 61°40'04" West, 35.46 feet to a 5/8-iron rod found on the northerly right-of-way line of said Old Kimbro Road marking the southwest corner of a called 157.9603 acre tract of land described in instrument to RHOF, LLC recorded in Document No. 2017180865 of the Official Public Records of Travis County;

THENCE, along the northerly right-of-way line of said Old Kimbro Road and along the south line of said 157.9603 acre tract the following three (3) courses and distances:

- 1. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 36°32'19", a radius of 613.14 feet, a chord bearing and distance of North 68°23'46" East, 384.42 feet, and a total arc length of 391.01 feet to a 1/2-iron rod found for a point for corner;
- 2. in a northeasterly direction, along a non-tangent curve to the right, a central angle of 7°10'29", a radius of 1407.07 feet, a chord bearing and distance of South 89°23'14" East, 176.08 feet, and a total arc length of 176.20 feet to a concrete monument found for a point of tangency;
- 3. South 85°54'35" East, 1541.16 feet to a point for corner;

THENCE, South 4°11'03" West, 80.00 feet departing the south line of said 157.9603 acre tract and crossing said Old Kimbro Road to the **POINT OF BEGINNING**, and containing 3.700 acres of right-of-way in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the surface and shown in U.S. Survey Feet. To convert grid distances to grid, apply the combined SURFACE to GRID scale factor of 0.99992097045. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com



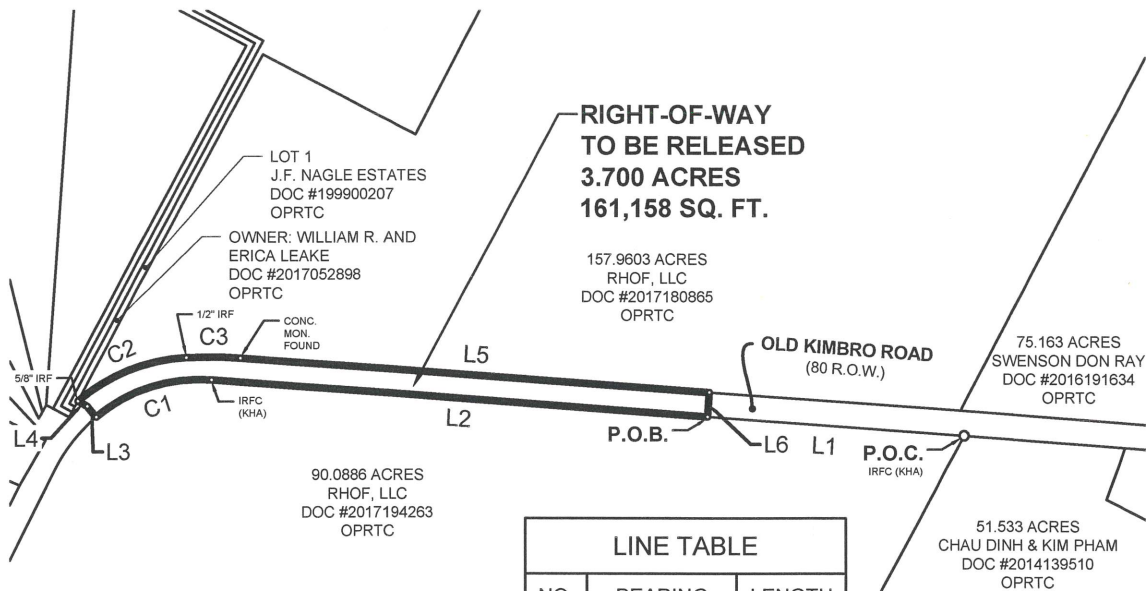
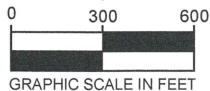
**EXHIBIT OF A 3.700 ACRE
RIGHT-OF-WAY
TO BE RELEASED**

A.A. CALDWELL SURVEY NO.52,
ABSTRACT NO. 154
TRAVIS COUNTY, TEXAS



601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DJG	APS	9/3/2020	069255703	1 OF 2



LEGEND:

P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRF = IRON ROD FOUND
 IRFC = IRON ROD W/CAP FOUND
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

GEODETIC BASIS STATEMENT:

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99992097045. The unit of linear measurement is U.S. Survey Feet.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N85°48'57"W	846.55'
L2	N85°48'57"W	1629.02'
L3	N40°17'42"W	46.07'
L4	N61°40'04"W	35.46'
L5	S85°54'35"E	1541.16'
L6	S04°11'03"W	80.00'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	43°49'58"	533.10'	407.84'	S72°20'04"W	397.96'
C2	36°32'19"	613.14'	391.01'	N68°23'46"E	384.42'
C3	7°10'29"	1407.07'	176.20'	S89°23'14"E	176.08'



Abel P. Stendahl

ABEL P. STENDAHL
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6754
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166
 abel.stendahl@kimley-horn.com

**EXHIBIT OF A 3.700 ACRE
 RIGHT-OF-WAY
 TO BE RELEASED**
 A.A. CALDWELL SURVEY NO.52,
 ABSTRACT NO. 154
 TRAVIS COUNTY, TEXAS

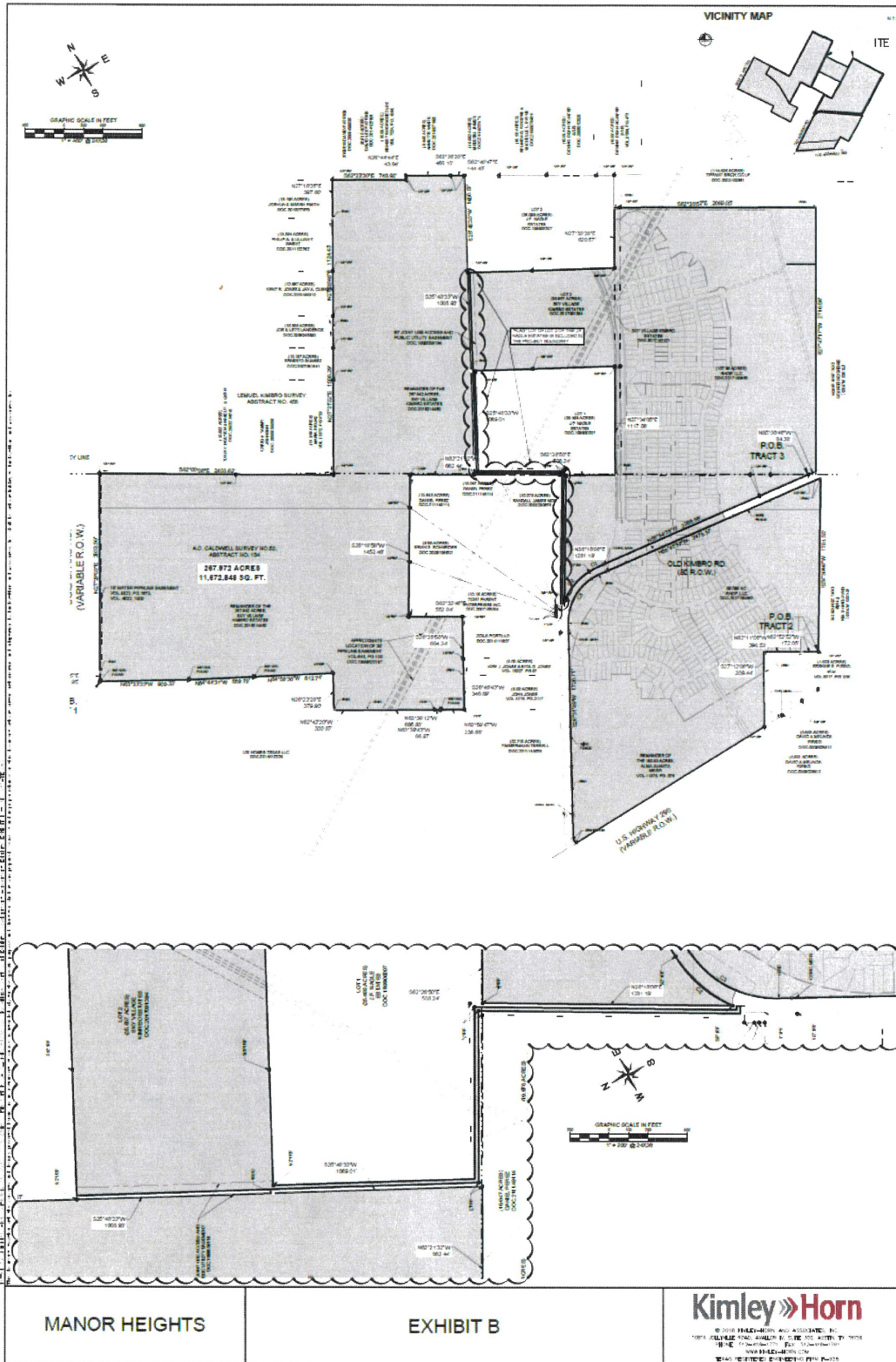
Kimley»Horn

601 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	DJG	APS	9/3/2020	069255703	2 OF 2

EXHIBIT B

METES AND BOUNDS DESCRIPTION OF LAND IN THE DISTRICT





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award of a Master Services Agreement and Statement of Work to George Butler Associates, Inc. for engineering services for the 2020 Capital Metro BCT Paving Improvements Project.

BACKGROUND/SUMMARY:

Engineering services for the 2020 Capital Metro BCT Paving Improvements Project that will include pavement roadway improvements on N. Burnet, E. Rector and E. Towns Streets.

LEGAL REVIEW:

FISCAL IMPACT: Yes Project is budgeted and will be funded with Cap Metro BCT funds and Street Funds

PRESENTATION: Yes

ATTACHMENTS: Yes

- Master Services Agreement with Statement of Work and Attachments

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the Master Services Agreement and Statement of Work to George Butler Associates, Inc. for engineering services for the 2020 Capital Metro BCT Paving Improvements Project.

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

MASTER SERVICES AGREEMENT

BETWEEN

CITY OF MANOR, TEXAS

AND

GEORGE BUTLER ASSOCIATES,

INC.

October 7, 2020

Master Services Agreement

This master services agreement (“Agreement or MSA”) is between the City of Manor, Texas (“CITY”) with its principal place of business located at 105 E. Eggleston St. Manor, TX 78653 and George Butler Associates, Inc (“ENGINEER”) with its principal place of business at 1500 County Road 269, Leander, Texas 78641. CITY desires to retain ENGINEER to provide professional services based upon the following terms and conditions:

1. Definitions

Unless otherwise defined, capitalized terms have the meaning set forth below.

- 1.1. “Statement of Work” (SOW) is the detailed description of the work to be performed under this contract, including deliverables, and acceptance criteria on the quantity and quality of work to be considered as eligible for progress payments. A SOW must be approved and signed by both parties prior to any work being performed under the contract. Any changes to the scope defined by the SOW must be approved and signed by both parties prior to proceeding with any of that work. See attached “Exhibit A – Sample SOW”.
- 1.2. “Acceptance Criteria” means the acceptance criteria set forth in the applicable statement of work (“SOW”).
- 1.3. “Affiliate” means any corporation, partnership or other entity that is owned or controlled, directly or indirectly, more than fifty percent (50%) by a party.
- 1.4. “Confidential Information” means any and all information provided to ENGINEER by CITY, or which ENGINEER otherwise gains access during the course of its performance under this Agreement and any information developed by ENGINEER for CITY that a reasonable person would consider confidential, or a trade secret, or proprietary, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include CITY’s product plans, designs, schematics, development know-how, trade secrets, techniques, processes, procedures, algorithms, formulae, costs, prices, finances, marketing plans, business opportunities, research, contracts and customer information. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of ENGINEER; (ii) was known to ENGINEER at the time of disclosure without an obligation of confidentiality, as evidenced by ENGINEER’s written records; (iii) was disclosed after written approval of CITY; or (iv) becomes known to ENGINEER from a source other than CITY without an obligation of confidentiality.
- 1.5. “Contract Documents” means those documents prepared by ENGINEER that are intended to be incorporated as part of a construction contract (e.g. drawings, specifications, calculations, etc.)
- 1.6. “Deliverables” means the activities, design, development, testing, integration, implementation, including, but not limited to, providing any services, related results or product of the work, as agreed upon by the parties and set forth in the SOW.
- 1.7. “Effective Date” means the last date of signature of this Agreement.

- 1.8. "Intellectual Property Rights" means any and all Patents, trademarks, copyrights, trade secrets, Know-How, moral rights and any other intellectual property rights arising by operation of law, contract, license or otherwise.
- 1.9. "Know-How" means any proprietary technology, information, methods of use, processes, techniques, ideas or innovations other than patents.
- 1.10. "Milestones" means the dates that ENGINEER expects to complete certain Deliverables as set forth in the applicable SOW.
- 1.11. "Patents" means issued patents, patent applications, continuations, continuation-in-parts, divisions, reexaminations, reissues, and any foreign counterparts thereof.
- 1.12. "Project" means work related to the study, design, construction and commissioning of a constructed facility or improvements to a constructed facility, on behalf of the CITY, that is related to ENGINEER's services as set forth in the SOW.
- 1.13. "Specifications" means the functional and technical requirements of the Deliverables mutually agreed upon by the parties and set forth in the SOW.

2. General

- 2.1. Consulting Services: CITY is entering into this Agreement in consideration of and in reliance upon the talent, skill, expertise and experience of ENGINEER in performing the professional services required by each Project undertaken hereunder.

3. Responsibility of ENGINEER

- 3.1. Scope of Services: ENGINEER shall provide the services as described in the SOWs, which are incorporated by reference and made a part of this Agreement.
- 3.2. Standard of Care: In providing services under this Agreement, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 3.3. Compliance with Laws: ENGINEER agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. ENGINEER shall procure the professional licenses necessary to allow ENGINEER to perform the Services. The CITY shall likewise comply with such laws to the extent applicable to the CITY's role and performance of this Agreement.
- 3.4. Timeliness of Performance: The CITY and ENGINEER are aware that many factors outside ENGINEER's control may affect ENGINEER's ability to complete the services to be provided under this Agreement. ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices. If required by the SOW, ENGINEER shall prepare and submit for CITY approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the CITY, performance of services by the CITY's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CITY, or for delays or other causes beyond ENGINEER's reasonable control.

4. Responsibility of CITY

- 4.1. CITY Representative: CITY shall designate a representative authorized to act on CITY's behalf with respect to the Project.
- 4.2. Information: CITY shall provide to ENGINEER all available reports, plans, specifications, background information, and other data pertinent to the services required. ENGINEER will

rely on the accuracy and completeness of this information in the performance of ENGINEER's services.

- 4.3. Site Access: CITY shall arrange ENGINEER's access to the Project site and provide required personal protective equipment for the purpose of performing ENGINEER's services in a timely manner.
- 4.4. Timely Reviews: The CITY representative shall render decisions in a timely manner pertaining to documents submitted by ENGINEER in order to avoid delay in the orderly and sequential progress of ENGINEER's services.
- 4.5. Easements and Legal Description: CITY shall provide necessary documentation of property boundaries, easements and legal descriptions as required for the Project.
- 4.6. Inspection and Testing: CITY shall provide all required 3rd party inspections and testing services unless otherwise agreed in advance in the SOW.

5. Compensation

- 5.1. Fees: CITY shall pay ENGINEER in accordance with the fees set forth in each applicable SOW. In no event shall the fees for a particular SOW exceed the amount set forth in that SOW, unless agreed to in writing by the parties. Each SOW shall specify whether the Deliverables are to be provided on a fixed-price or a time-and-material basis and which expenses, if any, are to be reimbursed by CITY.
- 5.2. Rates: See attached "Exhibit B – ENGINEER Standard Hourly Rates" for our current hourly rates. Rates are subject to change and are typically adjusted one time each year.
Terms of Payment: ENGINEER will submit a monthly invoice which is due upon presentation. If an invoice is not paid within 60 days, CITY shall be liable to ENGINEER for interest at the rate of 1.5% per month, plus collection costs.

6. Term and Termination

- 6.1. The term of this Agreement shall commence on the Effective Date and terminate five (5) years thereafter, unless terminated sooner by either party pursuant to Section 6.2. The parties may extend this Agreement by mutual written consent.
- 6.2. Either party may terminate this Agreement or any SOW under this agreement upon 14 calendar days' written notice, if the other party substantially fails to perform its obligations hereunder, including failure to make payments when due to ENGINEER. Within 30 calendar days of termination by CITY, CITY shall pay ENGINEER for all services rendered, all expenses incurred up to the date of termination, and reasonable fees and expenses incurred as a result of the termination.
- 6.3. If the term of any SOW extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration date.
- 6.4. In the event of premature termination by the CITY, whether with or without cause, CITY shall pay ENGINEER for Deliverables performed, on a prorated basis, and shall pay ENGINEER for any and all travel out of pocket expenses incurred by ENGINEER in accordance with the SOW through the date of termination. In no event shall such amount exceed the amount that would have been payable to ENGINEER, had the SOW not been terminated. Notwithstanding the foregoing, in the event such termination is due to a breach by ENGINEER, CITY shall only pay for Deliverables received and accepted by CITY prior to the date of termination.

7. Confidential Information

- 7.1. CITY retains all right, title and interest in its Confidential Information. During the term of this Agreement and for a period of seven (7) years thereafter, ENGINEER shall not (i) disclose to any third party any Confidential Information or (ii) use the Confidential Information for any purpose not specified in this Agreement. ENGINEER agrees that all persons having access to the Confidential Information under this Agreement will abide by the confidentiality obligations set forth in this Agreement. Nothing in this Agreement shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the disclosing party shall permit the other party to attempt to limit such disclosure by appropriate legal means.
- 7.2. ENGINEER shall not (i) disclose to CITY any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and CITY or (ii) use Confidential Information for any purpose other than that indicated in this Agreement without CITY's prior written approval.
- 7.3. Upon completion of ENGINEER's Deliverables under this Agreement, or the termination or expiration of this Agreement, ENGINEER shall ensure the return to CITY of all Confidential Information, data and materials including but not limited to computer hardware and software, marketing and sales data, customer lists, points of contact, financial data, project lists, training materials, detail bags, reports, memoranda, notes, plans, and all other data owned by CITY regardless of the method of storage or retrieval, which were provided to ENGINEER by CITY or developed by ENGINEER as a result of ENGINEER's Deliverables hereunder.

8. Instruments of Service

- 8.1. ENGINEER's reports, drawings, specifications, and other deliverables, including all electronic data created by ENGINEER, are instruments of professional service ("Instruments of Service") and shall remain the property of ENGINEER, which also retains the copyrights. During the Project and conditioned on the CITY satisfying its payment obligations under this Agreement, CITY shall have a non-exclusive license to use the Instruments of Service with respect to the Project. CITY shall not assign its license to third parties without the written consent of ENGINEER. However, CITY may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

9. Risk Allocation

- 9.1. Limitation of Liability
 - 9.1.1. To the maximum extent permitted by law and for adequate consideration, the total liability of ENGINEER and its employees and sub-consultants for CITY's damages, in any way arising out of the services of ENGINEER, shall be limited to ENGINEER's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.
- 9.2. Indemnification

- 9.2.1. To the fullest extent permitted by law, ENGINEER agrees to indemnify and hold CITY harmless from loss, damage, or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of services under this Agreement.
- 9.2.2. To the fullest extent permitted by law, CITY agrees to indemnify and hold ENGINEER harmless from loss, damage, or cost to the extent caused by CITY's negligent acts, errors or omissions.
- 9.2.3. Neither party shall be obligated to indemnify the other in any manner whatsoever for the other party's own negligence or for the negligence of others.
- 9.3. Consequential Damages
 - 9.3.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, CITY and ENGINEER waive any and all claims against each other and their respective officers, directors, partners, employees, contractors and subcontractors for any incidental, indirect or consequential damages, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, punitive, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CITY and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.
- 9.4. Betterment / Added Value
 - 9.4.1. If ENGINEER negligently omits a component of a Project from the design, CITY will be responsible for the amount it would have paid if the item had been included in the original design. If it is necessary to repair or replace a component of the Project due to the negligence of ENGINEER, it will not be liable to CITY for any enhancement or upgrade of the component beyond what was originally included in the design.

10. Environmental and Health Hazards

- 10.1. ENGINEER shall not be responsible for the discovery, identification, presence, handling, disposal or removal of, or exposure of any person to hazardous materials pre-existing in any form at the Project, including, but not limited to, asbestos products or PCB's. In the event ENGINEER becomes aware of the presence of these materials at or near the job site, ENGINEER may suspend performance until such materials have been removed by others.

11. Dispute Resolution

- 11.1. CITY and ENGINEER shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party.
- 11.2. If that is unsuccessful, the parties will submit any claim or dispute arising out of or related to this Agreement to nonbinding mediation. Unless the parties otherwise agree, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Each party will pay an equal share of the mediator's fees. All contractors, design professionals, subcontractors and sub-consultants, who are involved in and potentially liable for any claim being asserted, may be joined into a single mediation.
- 11.3. If the parties are unable to resolve a dispute through negotiation and mediation, they may resort to litigation in a court of competent jurisdiction.

12. Insurance

- 12.1. ENGINEER will procure and maintain, at its own expense, for the duration of the Agreement, and for three (3) years thereafter, the types of insurance specified below:
 - 12.1.1. Workers' Compensation accordance with applicable statutory requirements and shall provide a waiver of subrogation in favor of ENGINEER;
 - 12.1.2. Employer's Liability;
 - 12.1.3. Commercial General Liability including premises operations, products & completed operations, blanket contractual liability, personal injury and advertising injury including fire legal liability for bodily injury and property damage;
 - 12.1.4. Commercial Automobile Liability for owned, hired and non-owned motor vehicles;
 - 12.1.5. Excess Liability including products liability;
 - 12.1.6. Professional Liability (shall remain in effect for 2 years after the expiration of said Agreement);
- 12.2. CITY and its subsidiaries, affiliates, directors, officers, and employees shall be an additional insured with respect to Commercial General Liability, Commercial Automobile Liability and Excess Liability.
- 12.3. Prior to commencement of services, and annually thereafter, ENGINEER shall furnish CITY with certificates of insurance evidencing the insurance coverages stated above.
- 12.4. To the extent any claimed damages are covered by property insurance, CITY and ENGINEER waive all rights, including subrogation, against each other and all of their contractors, subcontractors, sub-consultants, agents and employees, except for rights they may have to the proceeds of that insurance. CITY and ENGINEER shall require the same waiver by their respective contractors, subcontractors, and sub-consultants.
- 12.5. See "Exhibit C – Sample Certificate of Insurance" Upon acceptance we will prepare certificates naming the CITY as an additional insured.

13. Construction Issues

- 13.1. Construction Job Site Safety. CITY agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in CITY's agreement with the General Contractor. That agreement will also provide that the General Contractor shall defend and indemnify CITY, ENGINEER, and ENGINEER's sub-consultants and maintain them as additional insureds under the General Contractor's general liability insurance policy.
- 13.2. Means and Methods. ENGINEER shall not be responsible for the construction means, methods, techniques, sequences, and procedures of the General Contractor, subcontractors and suppliers, and shall not be liable for the failure of the General Contractor or other Project participants, not under contract to ENGINEER, to fulfill contractual responsibilities to CITY, construct the Project in accordance with applicable Contract Documents, or comply with federal, state, or local laws, regulations, and codes.
- 13.3. Observation of Construction. If required by the SOW, ENGINEER's observation of construction is, for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site observations. ENGINEER will not have any authority to stop the work.
- 13.4. Interpretations or Decisions by ENGINEER. If the SOW authorizes ENGINEER to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the CITY or contractor and shall not be liable for interpretations and decisions rendered in good faith.

- 13.5. Opinions of Probable Costs and Schedule. Opinions of the probable costs and schedule prepared by ENGINEER are based on ENGINEER's experience. ENGINEER cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by ENGINEER. If the CITY desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- 13.6. Certifications, Guarantees, and Warranties. ENGINEER shall not be required to execute any document that would result in ENGINEER certifying, guaranteeing or warranting the existence of any conditions.

14. Miscellaneous

- 14.1. Presentations and Publications. ENGINEER shall not present or publish, nor submit for publication, any work resulting from ENGINEER's services without CITY's prior written approval.
- 14.2. Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the provisions of this Agreement.
- 14.3. Modification; Waiver. This Agreement and any related SOWs may not be modified or amended except by a written instrument signed by both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.
- 14.4. Notices. All notices required or permitted under this Agreement will be in writing and shall be considered as having been given if transmitted electrically with confirmation, or follow-up original mailed by U.S. first class mail, sent to the addresses set forth at the beginning of the Agreement or to such other addresses as may be designated in advance by a party giving written notice to the other party.
- 14.5. No Third Party Beneficiaries. This Agreement has been entered into for the sole benefit of ENGINEER and CITY and in no event will any third party benefits or obligations be created thereby.
- 14.6. Counterparts. This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.
- 14.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 14.8. Independent Contractor - ENGINEER Relationship. ENGINEER's status under this Agreement is that of an independent contractor. All ENGINEER personnel shall be employees or sub-consultants of ENGINEER and shall not be deemed an employee, agent, partner or joint venture of CITY for any purpose whatsoever. Neither ENGINEER nor any ENGINEER Personnel shall have any authority to bind or act on behalf of CITY.
- 14.9. Assignment. ENGINEER may not assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without CITY's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.
- 14.10. Injunctive Relief. The parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any such action to construe this

Texas Engineering Firm #4242

- provision, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorney's fees.
- 14.11. Delays. ENGINEER is not responsible for delays caused by factors beyond ENGINEER's reasonable control, including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of CITY to furnish timely information or approve or disapprove of ENGINEER's services or work product promptly, or delays caused by faulty performance by CITY, General Contractor, subcontractors or suppliers. When such delays occur, CITY agrees ENGINEER is not responsible for damages and is not in default of this Agreement.
 - 14.12. Subcontracting. ENGINEER, upon receiving CITY's written consent, may enter into subcontracts to provide a portion of the Deliverables under this Agreement provided that ENGINEER shall remain responsible for the acts or omissions of such sub-consultants as if such subcontracted activities had been performed by ENGINEER. CITY may review resumes of resources assigned to Projects prior to work being started. CITY will review and approve resources and/or change in resources per Project.
 - 14.13. Severability. If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
 - 14.14. Entire Agreement. This Agreement includes all attached exhibits and SOW, all of which are herein incorporated by reference. This Agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by written agreement signed by the parties.
 - 14.15. In the event the CITY issues a Purchase Order (PO) to facilitate the payment process, the terms and conditions on the PO are null and void and superseded by the terms and conditions of this MSA.

AGREED AND ACCEPTED:

CITY OF MANOR, TEXAS

George Butler Associates, Inc.

By: _____

By: *Dary S. Beck*

Printed Name:

Printed Name:

Title:

Title: *Vice President*

Date:

Date: *9-28-2020*

Attachments:

Exhibit A – Sample SOW

Exhibit B – ENGINEER Standard Hourly Rates

Exhibit C – Sample Certificate of Insurance

EXHIBIT A – (Sample SOW)
Statement of Work (SOW) No. _____
TO MASTER SERVICES AGREEMENT

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

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

ASSIGNMENT: _____

SCOPE OF SERVICES:

Scope as defined _____

COMPENSATION:

- Lump Sum Fee of _____
- _____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT B

STANDARD RATE SCHEDULE

Jay Engineering, A Division of GBA

EFFECTIVE October 1, 2020

<u>CLASSIFICATION</u>	<u>DESCRIPTION</u>	<u>RATE</u>
Principal	Priority Consulting, Advisory, Regulatory Agency Representation	\$235.00 per Hour
Sr. Associate, Lead AES, Project Mgr.	Project Management, Reviews, Design Supervision/Coordination	\$175.00 – \$195 .00 per Hour
Senior AES,	Designs, Cost Estimates, Reviews	\$155.00 per Hour
Project AES, Senior Tech	Detailed Designs, Production	\$115.00 – 130.00 per Hour
Design AES, Design Tech	Engineering/Surveying/CAD Work	\$105.00 – \$115.00 per Hour
Staff Technician	Mapping, Design Drawings, Production	\$90.00 per Hour
Admin Assistant	Document Processing, Production	\$80.00 per Hour
Testimony	Expert Witness, Deposition	2.0 X Rates
Unclassified Labor		3.55 X Salary Cost
Other Services		As agreed prior to work performance
<u>Expenses</u>		
	Travel Mileage - Passenger Vehicles	\$0.58 per Mile
	Subsistence for Overnight Stays	\$150.00 per Day
	Other Direct Expenses and Materials	Cost plus 10%

Exhibit C – Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 09/15	Item 8.
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-866-574-6282 Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108	CONTACT NAME: Monica Wilks PHONE (A/C No. Ext): 816 857-7820 FAX (A/C, No): E-MAIL ADDRESS: mwilks@holmesmurphy.com														
INSURED George Butler Associates, Inc. 9801 Renner Blvd. Lenexa, KS 66219	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: XL SPECIALTY INS CO</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL SPECIALTY INS CO	37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 60192695** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9966168	09/15/20	09/15/21	Each Claim 5,000,000 Annl Aggr 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proposal Certificate 9801 Renner Blvd. Lenexa, KS 66219 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT A

Statement of Work (SOW) No. 1

TO MASTER SERVICES AGREEMENT

Statement of Work No. 1 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated _____ 2020.

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

ASSIGNMENT: Street Reconstruction and Resurfacing Including: Excavation, Subgrade Preparation, Flex Base, Paving Fabric and Hot Mix Asphalt Concrete in Selected Areas:

1. N Burnet Street from E. Townes Street to E. Murray Street, 600, 700 & 800 Blocks
2. East Rector Street from Lexington to North Burnet Street
3. East Towns from Lexington to North Burnet Street

SCOPE OF SERVICES: Prepare drawings, specifications and contract documents for FY 2020 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

COMPENSATION:

- Lump Sum Fee of \$39,000
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: Dary S. Beck

Date: _____

Date: 9-28-2020



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve a Purchase Contract with Dutch Clean Storage, Inc. for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 25' wastewater easement and 25' temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. In-lieu of monetary compensation for the easements, the City is agreeing to the install a single wastewater service connection, waive all impact and tap fees and provide 110 cubic yards of base material for the owner to repair the existing parking area disturbed by construction.

The expenditure is within the recommended offers established based on the Travis County Appraisal District property values.

- LEGAL REVIEW:** Yes, Completed
- FISCAL IMPACT:** No, Easement costs are covered by the developer per the terms of the DA
- PRESENTATION:** No
- ATTACHMENTS:** Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the purchase contract with Dutch Clean Storage, Inc. for a wastewater easement with temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)

CITY OF MANOR PURCHASE CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged agree to grant a Wastewater Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: IN-KIND SERVICES IN LIEU OF MONETARY COMPENSATION as described in **Exhibit "C"** shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained.

Owner agrees to convey to the City easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Wastewater Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Easement for the above-described property at no expense to the Owner.

The City agrees to pay to Owner, upon delivery of the properly executed Wastewater Easement instrument, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBIT "C"**.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Owner and the City agree that said permanent and temporary easement rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

SELLERS:

**Dutch Clean Storage, Inc.,
a Texas corporation**

Date: Sept. 14, 2020

By: 

Title: President V. HELMENSTEIN

Title: _____

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 9
TCAD No.: 526017

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date



EXHIBIT "A"

Page 1 of 3

0.220 ACRE WASTEWATER EASEMENT
 0.212 ACRE TEMPORARY CONSTRUCTION EASEMENT
 LOT 4, UNICORN EQUESTRIAN CENTER SUBDIVISION

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF LOT 4, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

0.220 ACRE WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with CM&N Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northeasterly corner of a 20.235 acre tract described in a deed of record to Hester Real Estate Investments #5, LLC in Document No. 2018038170, Official Public Records of Travis County, Texas, for the northwesterly corner of said Lot 4 and the herein described tract;

THENCE with the southerly line of said U.S. Highway 290 and the northerly line of said Lot 4, the following three (3) courses:

1. N85°56'58"E, a distance of 44.45 feet to a calculated point of curvature of a curve to the right;
2. Along said curve to the right having a radius of 22837.31 feet, an arc length of 314.88 feet, and a chord which bears N86°14'23"E, a distance of 314.88 feet to the end of said curve;
3. N86°28'03"E, a distance of 31.68 feet to a calculated point at the northwesterly corner of Lot 3 of said Unicorn Equestrian Center Subdivision, for the northeasterly corner of said Lot 4 and the herein described tract;

THENCE S25°52'37"W, with the common line of said Lot 3 and said Lot 4, a distance of 28.70 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE over and across said Lot 4, the following three (3) courses:

1. S86°28'03"W, a distance of 17.62 feet to a calculated point of curvature of a curve to the left;
2. Along said curve to the left having a radius of 22812.31 feet, an arc length of 314.60 feet, and a chord which bears S86°14'23"W, a distance of 314.60 feet to the end of said curve;
3. S85°56'58"W, a distance of 44.25 feet to a calculated point in the common line of said 20.235 Acre Tract and said Lot 4, for the southwesterly corner of the herein described tract;

THENCE N04°32'59"W, with the common line of said 20.235 Acre Tract and said Lot 4, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.220 ACRES OF LAND MORE OR LESS**.



0.212 ACRE TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with CM&N Cap found in the southerly line of said U.S. Highway 290 (R.O.W. varies), at the northeasterly corner of a 20.235 acre tract described in a deed of record to Hester Real Estate Investments #5, LLC in Document No. 2018038170, Official Public Records of Travis County, Texas, same being the northwesterly corner of said Lot 4;

THENCE S04°32'59"E, with the common line of said 20.235 Acre Tract and said Lot 4, a distance of 25.00 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said Lot 4, the following three (3) courses:

1. N85°56'58"E, a distance of 44.25 feet to a calculated point of curvature of a curve to the right;
2. Along said curve to the right having a radius of 22812.31 feet, an arc length of 314.60 feet, and a chord which bears N86°14'23"E, a distance of 314.60 feet to a calculated point at the end of said curve;
3. N86°28'03"E, a distance of 17.62 feet to a calculated point in the westerly line of Lot 3 of said Unicorn Equestrian Center Subdivision, same being the easterly line of said Lot 4, for the northeasterly corner of the herein described tract;

THENCE S25°52'37"W, with the common line of said Lot 3 and said Lot 4, a distance of 28.70 feet to a calculated point, for the southeasterly corner of the herein described tract;

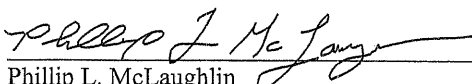
THENCE over and across said Lot 4, the following three (3) courses:

1. S86°28'03"W, a distance of 3.56 feet to a calculated point of curvature of a curve to the left;
2. Along said curve to the left having a radius of 22787.31 feet, an arc length of 314.31 feet, and a chord which bears S86°14'23"W, a distance of 314.31 feet to a calculated point at the end of said curve;
3. S85°56'58"W, a distance of 44.06 feet to a calculated point in the common line of said 20.235 Acre Tract and said Lot 4, for the southwestly corner of the herein described tract;

THENCE N04°32'59"W, with the common line of said 20.235 Acre Tract and said Lot 4, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.212 ACRES OF LAND MORE OR LESS.**

Attachments: 11820_GR-WW- ESMT9-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


 Phillip L. McLaughlin 08-01-19
 Registered Professional Land Surveyor
 State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

G&S
 SURVEYING, LLC
 1805 OLIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7434
 FAX: (512) 836-8385
 FIRM NO. 10032000

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF LOT 4, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE: L:\18280_GR-EASEMENT-BASE
 DATE: AUGUST 1, 2019

EXHIBIT

SHEET 1

LEGEND

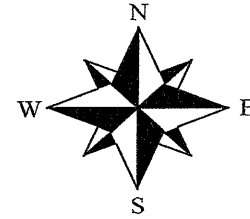
- TYPE 1 TXDOT MONUMENT FOUND
- ⊙ TYPE 2 TXDOT MONUMENT FOUND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- ⊙ IRON PIPE FOUND
- ▲ NAIL FOUND (TYPE NOTED)
- CALCULATED POINT

INSIGNIA

EXHIBIT "A"
 Page 3 of 3

A.C. CALDWELL SURVEY
 NO. 52, ABS. 154

61.73 AC. TRACT 2
 CHAU DINH, ET UX
 (DOC. 2014139510)



SCALE: 1" = 300'

REMAINDER OF
 TIMMERMANN PROF
 VOL. 11765, F

0.449 AC. TRACT 1
 CHAU DINH, ET UX
 (DOC. 2014139510)

U.S. HIGHWAY 290
 (R.O.W. VARIES)

POB WASTEWATER ESMT.
 POC TEMPORARY
 CONSTRUCTION ESMT.
 POB TEMPORARY
 CONSTRUCTION ESMT.
 L10, L9, L8, L7, L6, L5, L4, L3, L2, L1

0.220 AC. WASTEWATER ESMT.
 C1
 0.212 AC. TEMPORARY
 CONSTRUCTION ESMT.

LOT 1, BLOCK A
 THE TRAILER MAN
 SUBDIVISION
 (DOC. 201000164)

LOT 4

UNICORN EQUESTRIAN
 CENTER SUBDIVISION
 (DOC. 200100239)

22.682 AC.
 MB&MS ENTERPRISE, INC.
 (DOC. 2005187865)

22.78 AC.
 KRANTZ PROPERTIES, LLC
 (DOC. 2008155343)

242
 CAPITAL AREA
 ASS
 (DOC. 2

LINE	BEARING	DISTANCE
L1	N85°56'58"E	44.45'
L2	N86°28'03"E	31.68'
L3	S25°52'37"W	28.70'
L4	S86°28'03"W	17.62'
L5	S85°56'58"W	44.25'
L6	N04°32'59"W	25.00'
L7	S25°52'37"W	28.70'
L8	S86°28'03"W	3.56'
L9	S85°56'58"W	44.06'
L10	N04°32'59"W	25.00'

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	0°47'24"	22837.31'	314.88'	N86°14'23"E	314.88'	157.44'
C2	0°47'25"	22812.31'	314.60'	S86°14'23"W	314.60'	157.30'
C3	0°47'25"	22787.31'	314.31'	S86°14'23"W	314.31'	157.16'

20.235 AC.
 HESTER REAL ESTATE
 INVESTMENTS #5, LLC
 (DOC. 2018038170)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT9-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER EASEMENT

DATE: _____, 2020

GRANTOR: **Dutch Clean Storage, Inc., a Texas corporation**

GRANTOR'S MAILING ADDRESS (including County):
14601 Hwy. 290 East, Manor, Travis County, Texas 78653-4567

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston, Manor, Travis County, Texas 78653

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A twenty-five foot (25') wide wastewater easement, containing 0.220 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and the supplying of sanitary sewer or other such utility services in, upon, under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached hereto (the "Wastewater Easement").

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without

limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

2. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

TEMPORARY CONSTRUCTION EASEMENT

Grantor also grants to Grantee, its successors and assigns, a temporary work and construction easement for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of wastewater lines, piping, pumps, and other facilities necessary for the transmission of wastewater or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A twenty-five foot (25') wide temporary work and construction easement, containing 0.212 acres, more or less located in Travis County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

together with the right and privilege at any and all times, while this temporary work and construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this temporary work and construction easement shall terminate and expire.

The covenants and terms of this Temporary Construction Easement and Wastewater Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE**'s successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to

claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

**DUTCH CLEAN STORAGE, INC.,
a Texas corporation**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by _____, _____ of
Dutch Clean Storage, Inc., a Texas corporation, in the capacity and on behalf of said company,
for the purposes and consideration recited herein.

Notary Public, State of Texas

My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2020, personally appeared Dr. Larry Wallace, Jr., Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 9
TCAD No.: 526017

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust dated January 2 2014, recorded in Document No. 2014019789 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

 Volkmar Helmenstein

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on _____, 2020, by Volkmar Helmenstein for the purposes recited herein.

 Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 9
TCAD No.: 526017

AFTER RECORDING RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "C"

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. A single wastewater service connection will be installed by the City or its contractors as part of the Cottonwood Creek Wastewater Collection System project at no cost to the Owner.
2. The wastewater connection has the following requirements:
 - a) The tap fee, the impact fee for one (1) living unit equivalent (LUE) and any other fees associated with the wastewater connection will be paid by the City in exchange for Owner granting the 0.220 acre Wastewater Easement and 0.212 acre temporary construction easement in lieu of monetary compensation. An LUE is equivalent to the utility use of a single-family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time. The Owner must complete a wastewater connection application and comply with all applicable City requirements when requesting establishment of a wastewater service account.
 - b) Owner must establish a City wastewater account and complete the wastewater connection within one (1) year from the date of execution of the Wastewater Easement.
3. The City agrees to remove and replace the existing net wire fencing located on the east property line necessary for the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any fencing removed during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
4. The City or its contractors agree to deliver and stockpile 110 cubic yards of road base (3/4 inches or smaller) to Owner's property at no expense to Owner. Owner agrees to spread and compact road base at his own expense. The City or its contractors will restore (level) the surface of the 0.220 acre wastewater easement and 0.212 acre temporary construction after installation of the wastewater line and no road base repairs will be completed to Owner's driveway and parking area.
5. The City agrees that the Owner is permitted to park U-haul trucks and trailers over the wastewater easement after the installation of the wastewater line. Owner agrees to move U-haul trucks and trailers as necessary for any wastewater utility maintenance.
6. The tap fee, impact fee and any other fees associated with the wastewater connection paid by the City and the 110 cubic yards of stockpiled road base are given as consideration for conveying 0.220 acres of wastewater easement and 0.212 acres of temporary construction easement as described in Exhibit "A".
7. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survive the closing.

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 9 - Dutch Clean Storage, Inc.
TCAD No.: 526017



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on consent to approve the assignment and transfer of the City of Manor's Professional Services Agreement for engineering services plus work as authorized by addendum.

BACKGROUND/SUMMARY:

The City of Manor and Jay Engineering Company, Inc. ("Jay Engineering") entered into the attached Professional Services Agreement for miscellaneous engineering, surveying, and consultations, plus work as authorized by addendum ("Agreement"). Mr. Frederick Jay has merged with and sold most of his assets to George Butler Associates, Inc. (GBA), with the new practice named Jay Engineering, A Division of GBA (see attached letter). Jay Engineering is requesting that the City Council in accordance with the City's Code of Ordinances and Section VIII of the Agreement consent to the assignment and transfer of the Agreement by executing the attached consent to transfer agreement.

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

- Professional Services Agreement
- August 31, 2020 Letter from Frederick Jay
- Approval of Engineering Services Transfer for City of Manor and George Butler Associates, Inc.

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council consent and approve the assignment and transfer of the Professional Services Agreement with Jay Engineering Company, Inc. to George Butler Associates, Inc. and directs the Mayor or the City Manager to execute the Approval of Engineering Services Transfer for City of Manor and George Butler Associates, Inc.

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

PROFESSIONAL SERVICES AGREEMENT

The City of Manor, Texas as CLIENT, engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignment described as follows:

MISCELLANEOUS ENGINEERING, SURVEYING, AND CONSULTATIONS, PLUS WORK AS AUTHORIZED BY ADDENDUM

I. SERVICES: ENGINEER agrees to perform services for CLIENT in accordance with CLIENT'S instructions and in conformance with the description, definition, terms and conditions provided herein as necessary for authorized assignments.

II. COMPENSATION: ENGINEER'S compensation will be on an hourly-charge basis for professional services plus Reimbursable Expenses (defined below):

A. HOURLY CHARGE: Hourly charges are to be based on the attached Exhibit A - Standard Rate Schedule, dated January 1, 2000. ENGINEER'S Standard Rate Schedule may only be amended with CLIENT's prior approval after minimum 30 days advance notice.

B. REIMBURSABLE EXPENSES: Reimbursable Expenses shall include transportation and subsistence of personnel while traveling in connection with the work, field office expenses, long distance telephone calls, telegrams, reproduction expenses, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:

- 1. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
- 2. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
- 3. All others: actual cost to ENGINEER plus 15% service charge.
- 4. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

III. PAYMENTS: ENGINEER will invoice CLIENT no more often than monthly for all current amounts earned under this Agreement. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.0% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of ENGINEER. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. INSURANCE: ENGINEER agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.

VI. LIABILITY LIMITATION: ENGINEER shall have no liability to CLIENT or to others as a consequence of express or implied approval of any construction activities, for any defective construction (whether or not observed or approved by ENGINEER), for any excess of construction costs over an amount estimated, or for any other reason beyond warranty of the use of reasonable skill in the preparation of particular drawings and designation of particular materials for the assignment covered by this Agreement. In no event shall ENGINEER'S professional liability exceed the amount of total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause or at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon thirty days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II, with respect to any Engineering Services performed to date of termination (including all Reimbursable Expenses incurred).

VIII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

IX. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

Addenda for professional services work scope and fee authorization, as needed by CLIENT, may be added to this Agreement. See Exhibit B, attached.

X. INVALIDATION: If this agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.

XI. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: Joe Sanchez
Date: 9/20/00

By: [Signature]
Date: 9/19/00

EXHIBIT B
ADDENDUM NO. 41

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: CITY OF MANOR WILBARGER CREEK WASTEWATER TREATMENT PLANT EXPANSION

SCOPE OF SERVICES:

- See attached Scope of Services and Fee Schedule dated January 15, 2015.
- Scope as defined in the following: _____

COMPENSATION:

- Lump Sum Fee of _____
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)
- See attached Scope of Services and Fee Schedule dated January 15, 2015.

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: Thomas Beut

By: [Signature]

Date: 5/6/15

Date: January 15, 2015

Jaeco Project No.100-068-20

SCOPE OF SERVICES AND FEE SCHEDULE**WILBARGER CREEK WASTEWATER TREATMENT PLANT EXPANSION, PHASE II
ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES****January 15, 2015****CITY OF MANOR****SCOPE OF SERVICES**

The scope of services of this Addendum shall generally include professional engineering and construction phase services necessary to prepare reports, designs, drawings and specifications for construction of a wastewater treatment plant expansion, all in accordance with the requirements of the City of Manor and the Texas Commission on Environmental Quality (TCEQ).

Services shall specifically include design and construction phase professional services work for the construction of a 500,000 gallon per day wastewater plant, including: headworks improvements, activated sludge, clarification, disinfection, tertiary filtration improvements, sludge thickening, aerobic digestion, compressed air supply improvements, chemical feed improvements, on-site lift station improvements, process water system improvements, sludge pressing alternative, sitework and associated appurtenances and controls in accordance with the following tasks:

Preliminary Design Phase

1. Meet with Owner to define project milestones and schedule.
2. Assemble all available and provided pertinent agreements, rules, maps, ordinances, orders, permits and other available data to establish project development requirements.
3. Review topographic surveys (as necessary) used to generate mapping required for design and site layout purposes.
4. Review geotechnical investigation and testing recommendations as necessary for design effort.
5. Generate and submit preliminary engineering design for owner review.

Final Design Phase

1. Perform final design of water reclamation plant in full compliance with TAC Chapters 217 & 309 to demonstrate TCEQ compliance.
2. Determine electrical service requirements for improvements to be provided by Bluebonnet Electrical Cooperative.
3. Prepare a Final Engineering Design Report including all design elements, site considerations, permitting requirements and engineer's opinion of probable costs (OPC).
4. Prepare Final Plans, with construction drawings and specifications in accordance with TCEQ requirements, and upon approval by Owner, submit summary letter and plans with supporting documentation to the TCEQ as required.
5. Address any comments from TCEQ and obtain project approval.

Bidding and Construction Phase

1. Following approval of Final Engineering Design Report and Final Plans, and Owner authorization, prepare invitation to bid for project construction contract.
2. Print approved Final Plans, Contract Documents and Specifications for distribution to requesting bidders.
3. Conduct bid opening, evaluate bids received, tabulate bids, and issue recommendation of award to the City.
4. Prepare all contract documents for execution by the Owner and the successful bidder and prepare notice of award.
5. Furnish up to five (5) sets of construction documents to the successful bidder.
6. Review required bonding and insurance requirements and prepare notice to proceed.
7. Conduct pre-construction conference and review contract requirements.
8. Perform submittal review and approval in accordance with construction documents.
9. Conduct periodic field observations of construction progress and record observations in written reports.
10. Review field test results.
11. Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.
12. Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.
13. Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.
14. Following final inspection render opinion of substantial compliance and completion, with certification(s) to Owner and TCEQ, as required.
15. Generate record drawings from contractor supplied as-built drawings and provide one hard copy and digital pdf copy on disc to Owner.

FEE SCHEDULE

Basic service charges for the above scope of services are as follows:

<u>DESCRIPTION</u>	<u>LS FEE</u>
Preliminary Design Phase	\$49,100
Final Design Phase	\$224,300
Bidding and Construction Phase	<u>\$53,600</u>
Total	\$327,000

Additional Services:

Services specifically excluded under this Agreement include:

1. Re-designs after first approval or due to changes in regulatory criteria or Owner options.

2. Topographic or boundary surveys, re-pinning of lots or survey corrections, easement surveys and field notes/descriptions.
3. Geotechnical testing or design, and soils testing services.
4. Design or survey services for drainage improvements, conveyances, or utilities other than listed.
5. Permitting, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
6. Construction phase services not specifically listed.
7. Any designs or reports not specifically listed.
8. Any other service not specifically listed.

EXHIBIT B
ADDENDUM NO. 44

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: COTTONWOOD CREEK WWTP PERMIT APPLICATION

SCOPE OF SERVICES:

- See attached.
- Scope as defined in the following: Prepare and submit discharge permit application for the Cottonwood Creek WWTP. All mapping, evaluations, meetings and technical support services for application, through attendance at first hearing is included. Permitting and publication fees not included.

COMPENSATION:

- Lump Sum Fee of \$28,100.00
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: *Thomas Bolt*
Date: 7/6/16

By: *[Signature]*
Date: July 6, 2016

Jaeco Project No. 100-070-20

EXHIBIT B
ADDENDUM NO. 45

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: FY 2016 FUNDED CAPITAL IMPROVEMENTS PROJECTS.

SCOPE OF SERVICES:

See attached.

Scope as defined in the following: Prepare drawings, specifications and contract documents for FY 2016 funded Capital Improvements Projects, including: wastewater treatment plant expansion, lift station improvements, water system improvements and, street and drainage improvements, Design surveys, geotechnical, construction observation, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein.

COMPENSATION:

Lump Sum Fee of \$ _____

Preset Percent of Current Construction Cost (12.7%)* plus Additional Services**

TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

*Fee breakdown:

Engineering:	6.2%
Surveying:	1.0%
Geotechnical:	0.5%
<u>Testing and Insp:</u>	<u>5.0%</u>
Total Fee	12.7%

** Additional Services is for unknown work outside basic services scope. Recommend allowance at 1% of construction cost for unknown time and expense, if incurred.

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: Thomas Bolt

By: [Signature]

Date: 7/6/16

Date: July 6, 2016

Jaeco Project No.: 100-068-20
100-073-20
100-074-20

EXHIBIT B
ADDENDUM NO. 49

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: COTTONWOOD CREEK WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS.

SCOPE OF SERVICES:

- See attached.
- Scope as defined in the following: Prepare drawings, specifications, and contract documents for Cottonwood Creek Wastewater Collection System Improvements project, to include approximately 5,000 LF of gravity ww line, two lift stations with forced mains, and a 125,000 GPD WWTP including all yard piping and site development elements. Design surveys, bidding and construction phase services, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein but can be provided as additional services under Standard Rates.

COMPENSATION:

- Lump Sum Fee Per Attached Task List Fee Schedule, plus Additional Services
- Preset Percent of Construction Cost
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: 

By: 

Date: 5-2-2018

Date: May 22, 2017

JAECO Project No.: 100-070-20

TASK LIST FEE SCHEDULE

COTTONWOOD CREEK WASTEWATER COLLECTION AND TREATMENT SYSTEM IMPROVEMENTS

Task 1 - WWTP and Site Improvements	Fee
Preliminary Engineering Phase	\$ 97,800
Field Surveying	\$ 12,090
Geotechnical Evaluation and Report	\$ 8,060
Design Development Phase	\$ 93,500
Final Design and Contract Documents	\$ 118,040
Bidding and Contracting Phase	\$ 8,060
Construction Phase	\$ 48,360
Testing and Inspection	\$ 12,090
<hr/>	
Total	\$ 398,000
Task 2 - WWTP Lift Station and Forced Main	Fee
Preliminary Engineering Phase	\$ 12,100
Field Surveying	\$ 1,530
Geotechnical Evaluation and Report	\$ 1,020
Design Development Phase	\$ 11,400
Final Design and Contract Documents	\$ 14,280
Bidding and Contracting Phase	\$ 1,020
Construction Phase	\$ 6,120
Testing and Inspection	\$ 1,530
<hr/>	
Total	\$ 49,000
Task 3 - Cottonwood Creek West Tributary Wastewater Collection Line	Fee
Preliminary Engineering Phase	\$ 16,000
Field Surveying	\$ 1,920
Geotechnical Evaluation and Report	\$ 1,280
Design Development Phase	\$ 16,000
Final Design and Contract Documents	\$ 17,920
Bidding and Contracting Phase	\$ 1,280
Construction Phase	\$ 7,680
Testing and Inspection	\$ 1,920
<hr/>	
Total	\$ 64,000
Task 4 - Cottonwood Creek West Tributary Lift Station and Forced Main	Fee
Preliminary Engineering Phase	\$ 19,750
Field Surveying	\$ 2,370
Geotechnical Evaluation and Report	\$ 1,580
Design Development Phase	\$ 19,750
Final Design and Contract Documents	\$ 22,120
Bidding and Contracting Phase	\$ 1,580
Construction Phase	\$ 9,480
Testing and Inspection	\$ 2,370
<hr/>	
Total	\$ 79,000

**Task 5 - Cottonwood Creek Wastewater Collection Main
Fee**

Preliminary Engineering Phase	\$ 12,750
Field Surveying	\$ 1,530
Geotechnical Evaluation and Report	\$ 1,020
Design Development Phase	\$ 12,750
Final Design and Contract Documents	\$ 14,280
Bidding and Contracting Phase	\$ 1,020
Construction Phase	\$ 6,120
Testing and Inspection	\$ 1,530
<hr/>	
Total	\$ 51,000

EXHIBIT B
ADDENDUM NO. 50

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: COTTONWOOD CREEK WWTP PERMIT APPLICATION RENEWAL/AMENDMENT

SCOPE OF SERVICES:


- See attached.
- Scope as defined in the following: Prepare and submit discharge permit application for the renewal and amendment of the Cottonwood Creek WWTP, increasing permitted capacity from 0.25 MGD to 0.50 MGD. All mapping, evaluations, meetings and technical support services for application, through attendance at first hearing is included. Permitting and publication fees not included.


COMPENSATION:

- Lump Sum Fee of \$28,100.00
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: 

By: 

Date: 2-6-2019

Date: January 9, 2019

JAECO Project No.: 100-077-20

EXHIBIT B

ADDENDUM NO. 51

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: WILBARGER CREEK WWTP PERMIT APPLICATION RENEWAL/AMENDMENT

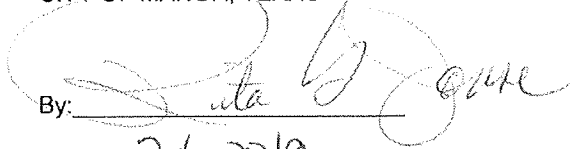
SCOPE OF SERVICES:

- See attached.
- Scope as defined in the following: Prepare and submit discharge permit application for the renewal and amendment of the Wilbarger Creek WWTP, adding a 1.33 MGD Interim II Phase. All mapping, evaluations, meetings and technical support services for application, through attendance at first hearing is included. Permitting and publication fees not included.


COMPENSATION:

- Lump Sum Fee of \$28,100.00
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
 Date: 2-6-2019

JAY ENGINEERING COMPANY, INC.

By: 
 Date: January 10, 2019

JAECO Project No.: 100-078-20

EXHIBIT B
ADDENDUM NO. 52

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: CITY OF MANOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORMWATER MANAGEMENT PROGRAM (SWMP) PERMIT RENEWAL/AMENDMENT APPLICATION


SCOPE OF SERVICES:

- See attached.
- Scope as defined in the following: Prepare and submit a renewal/amendment application package for the City of Manor MS4 SWMP permit, including an updated 5-year SWMP and publish Notice of Intent. All mapping, evaluations, report writing, meetings and technical support services for application are included. Permitting and publication fees not included.

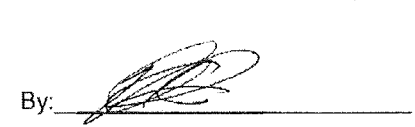
COMPENSATION:

- Lump Sum Fee of \$24,100.00
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
Date: 6/19/2019

JAY ENGINEERING COMPANY, INC.

By: 
Date: June 12, 2019

JAECO Project No.: 100-079-20

EXHIBIT B
ADDENDUM NO. 53

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: E. US 290 WATER LINE IMPROVEMENTS, CIP W-17

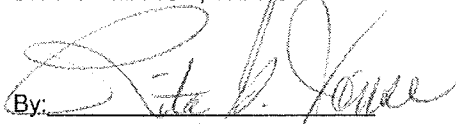
SCOPE OF SERVICES:

- See attached.
- Scope as defined in the following: Prepare drawings, specifications, and contract documents for E US 290 Water Line, CIP W-17 improvements, to include approximately 6,600 LF of 16" water line, hydrants, isolation valves and bored encasements. Design surveys, bidding and construction phase services, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein but can be provided as additional services under Standard Rates.


COMPENSATION:

- Lump Sum Fee Per Attached Task List Fee Schedule, plus Additional Services
- Preset Percent of Construction Cost
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
Date: 6/19/2019

JAY ENGINEERING COMPANY, INC.

By: 
Date: June 12, 2019

JAECO Project No.: 100-080-20

FEE SCHEDULE

E US 290 WATER LINE, CIP W-17 IMPROVEMENTS

Preliminary Engineering Phase	\$ 27,900
Field Surveying	\$ 3,500
Geotechnical Evaluation and Report	\$ 3,400
Design Development Phase	\$ 27,100
Final Design and Contract Documents	\$ 35,300
Bidding and Contracting Phase	\$ 3,000
Construction Phase	\$ 14,200
Testing and Inspection	\$ 3,700
Total	\$118,100

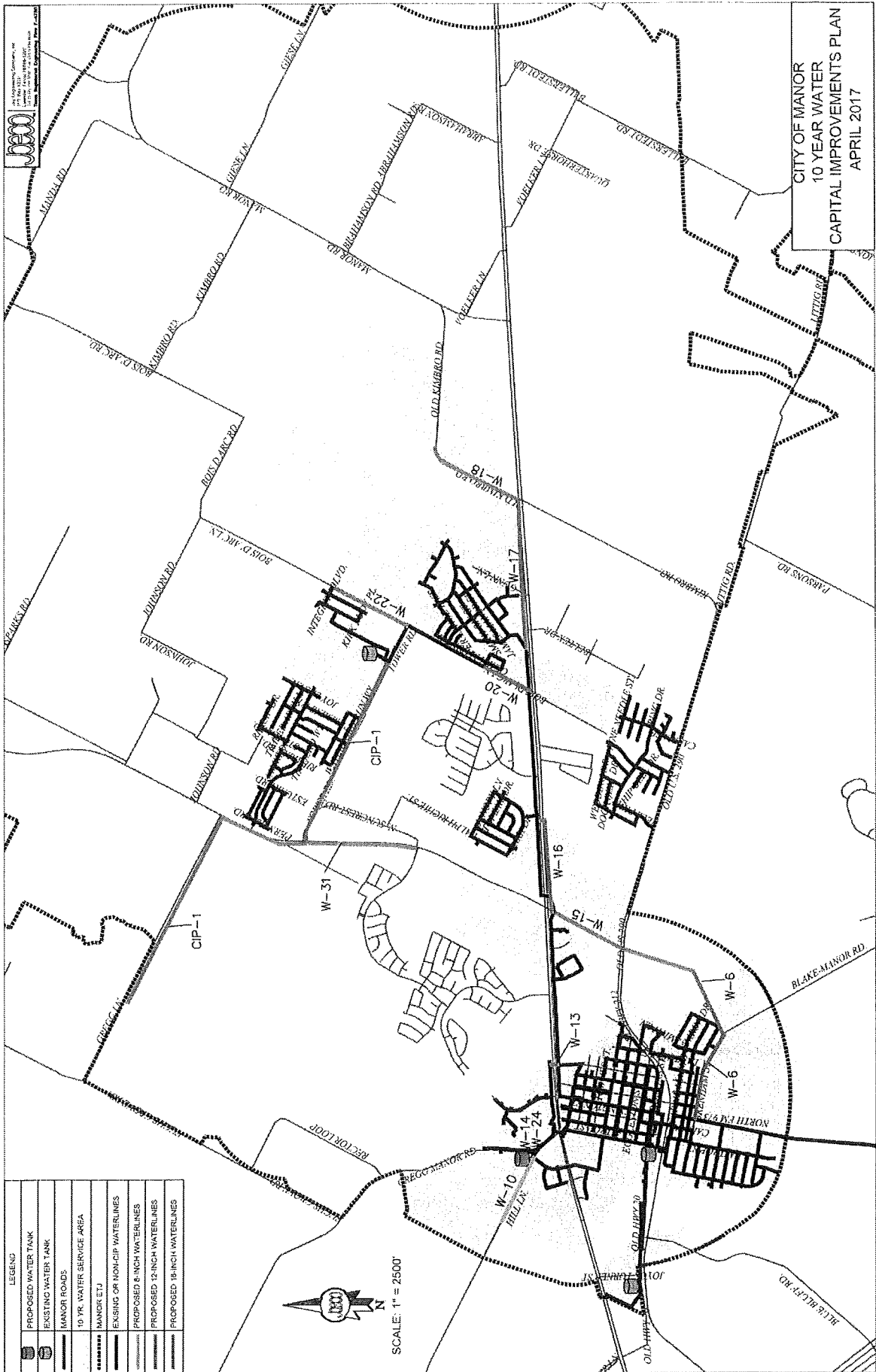


EXHIBIT B
ADDENDUM NO. 54

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: 2020 UPDATE – COMMUNITY IMPACT FEE SCHEDULE, WITH STUDIES, MAPPING, COST ANALYSES, MEETINGS AND HEARINGS.

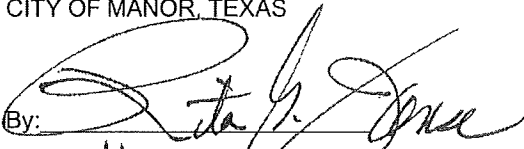
SCOPE OF SERVICES:

- See attached.
- Scope as defined in the following: Review current program status and new growth needs with advisory committee. Perform growth projections, land use assumptions, and conduct public hearing/meetings. Develop impact fee project list for water and wastewater, prepare cost estimates with fee-eligible portions, recommend new fee structure and conduct public hearing/meetings. Furnish support documentation and mapping for City files and provide implementation guidelines.

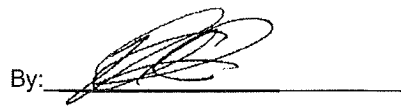
COMPENSATION:

- Lump Sum Fee of \$30,600
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: 
Date: 11-16-2019

JAY ENGINEERING COMPANY, INC.

By: 
Date: October 30, 2019

JAECO Project No. 100-082-20

EXHIBIT B
ADDENDUM NO. 55

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

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

ASSIGNMENT: FY 2019 CAPITAL METRO BCT PAVING IMPROVEMENTS PROJECT.

SCOPE OF SERVICES:

See attached.

Scope as defined in the following: Prepare drawings, specifications and contract documents for FY 2019 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

COMPENSATION:

- Lump Sum Fee of \$28,300
- ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

By: [Signature]
Date: 11-6-2019

JAY ENGINEERING COMPANY, INC.

By: [Signature]
Date: October 30, 2019

Jaeco Project No. 100-081-20

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

August 31, 2020

Dr. Larry Wallace Jr. and Council
City of Manor, Texas
P.O. Box 387
Manor, Texas 78653

Re: City Engineer Position

Dear Mayor and Council:

I sincerely appreciate the confidence you have placed in me and our firm over the past 40 years to serve as your appointed City Engineer. We have faced many challenges and found many solutions together.

Now that I am 73-years of age I look forward to enjoying some retirement time. I am selling most of the assets of Jay Engineering Company, Inc. to enable this. The sale is to George Butler Associates (GBA). The new practice name will be Jay Engineering, A Division of GBA. I will be involved part-time with the new ownership for a few more years, but all new work will be contracted under the new firm name and existing contracts transferred to Jay Engineering, A Division of GBA, with your permission.

The only change will be the firm name, as the employees, the office, and the equipment used to serve your engineering needs will remain the same. Since Frank T, Phelan, P.E, has been the firm's very capable representative for many years, I wholeheartedly recommend you appoint him as Manor's City Engineer. He will be an employee of Jay Engineering, A Division of GBA and will continue to serve your engineering needs through the new firm name. In addition, this arrangement will enable many more professional resources to be placed at your disposal.

Please feel free to call me at 512.626.0775 if you should have any question on this ownership transition. Thank you again for all the years of support.

Sincerely,



Frederick A. Jay, P.E., R.P.L.S.

FAJ/s
Copy: Tom Bolt, City Manager

Approval of Engineering Services Transfer for City of Manor and George Butler Associates, Inc.

As a duly appointed representative of the City of Manor, Texas, with contract authority, the City Council of the City of Manor consents and approves of the transfer of Engineer and of the assignment and transfer of the Professional Services Agreement dated October 15, 2001 and the attached Exhibit B Addendums in effect and work tasks for on-call services from Jay Engineering Company, Inc. to George Butler Associates, Inc.

City of Manor, Tx

George Butler Associates, Inc.

Dr. Larry Wallace, Jr.
Mayor

Gary Beck
Vice President

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance closing, vacating, and abandoning a 20' alley crossing Block 10, Town of Manor.

BACKGROUND/SUMMARY:

This is the alley behind the Manor Town Apartments on Carrie Manor across from the Cap Metro Park and Ride. The Travis County Housing Authority, who owns and maintains that building also owns the other half of the Block on the other side of this alley. They wish to construct another apartment building on that half block. They want to plat the property to include where the alley is because it will add 20' to the depth of their property and make it more developable. They intend to construct a 2-story building with 20 units. The alley was paved by the Authority when the first apartments were constructed and has been maintained by them. There is a city wastewater line in the alley, so this ordinance also establishes a Public Utility Easement, so the city retains full access to that line.

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

- Ordinance No. 586
- Area Image

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Ordinance No. 586 closing, vacating, and abandoning a 20' alley crossing Block 10, Town of Manor and directing the Mayor to execute the Special Warranty Deed.

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

ORDINANCE NO. 586

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CLOSING, VACATING, AND ABANDONING A 20' ALLEY CROSSING BLOCK 10, TOWN OF MANOR RECORDED IN VOLUME V, PAGE 796 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED ALLEY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the 20' alley as shown in Exhibit "A" is a surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

WHEREAS, retaining a twenty foot (20') wide, more or less, public utility easement within the vacated alley is necessary for use by the City for public utility purposes;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value; and

WHEREAS, the City has established the fair market value of the above described alley as being \$3.70 per square foot.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Manor, Texas.

Section 2. Alleyway. The twenty foot (20') alley crossing Block 10, Town of Manor recorded in Volume V, Page 796 of the Deed Records of Travis County, Texas, and being adjacent to Lots 1-20, Block 10, of said Town of Manor, said Lots 1-20 conveyed to The Housing Authority of Travis County, Texas in Document Nos. 2002001062, 2003286679, and 2007187176, all of the Official Public Records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property" or "alleyway"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Property to abutting property owners, in proportion to their ownership of the abutting property; provided that said special warranty deed shall reserve a public utility easement to be held by the City as described in the special warranty deed attached as Exhibit "B", and provided that the purchase price to be paid for such property shall be

ORDINANCE NO. 586

\$3.70 per square foot of such tract of alleyway. Upon the payment of the purchase price, any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the Property, the execution and filing of a Release in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Manor, Texas.

Section 4. Retain Utility Easement. A public utility easement in, upon, under, and across the Property is hereby retained by the City and the general public for use as a public utility easement as described in the special warranty deed attached as Exhibit “B”.

Section 5. Severability. Should any section or part of this ordinance 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 ordinance are declared to be severable.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

PASSED AND APPROVED on this 7th day of October 2020.

THE CITY OF LEANDER, TEXAS

Dr. Larry Wallace, Jr., Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

ORDINANCE NO. 586

Page 3

Exhibit “A”

[see attached]

Exhibit "B"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

That the **City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by _____, [*insert name(s) of buyer(s)*], hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY: [*insert property description*]

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

GRANTOR hereby expressly reserves an exclusive, perpetual public utility easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for the supplying of water, sanitary sewer service, and/or any other utility services or public facility in, upon, under and across the Property.

GRANTEE covenants and agrees to use the Property only in those ways consistent with the public utility easement herein reserved and agrees to do nothing which would impair, damage, or destroy or interfere with the public utility easement or any structure, facility, or improvement placed thereon, and it is further understood and agreed that the covenants and agreements set forth herein regarding the public utility easement shall be considered covenants running with the land, fully binding upon **GRANTEE** and Grantee's successors and assigns.

ORDINANCE NO. 586

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Manor, Texas, but not otherwise.

This deed is subject to the public utility easement reserved in this instrument and all other easements, restrictions, covenants, conditions and other instruments of record.

EXECUTED at Manor, Travis County, Texas, this the _____ day of _____, 20__.

Attest:

City of Manor, Texas

Lluvia T. Almaraz, City Secretary

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor, of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Manor
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1148 ACRE (5,000 SQUARE FEET), MORE OR LESS, BEING ALL OF A 20' ALLEY CROSSING BLOCK 10, TOWN OF MANOR RECORDED IN VOLUME V, PAGE 796 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), AND BEING ADJACENT TO LOTS 1-20, BLOCK 10, OF SAID TOWN OF MANOR, SAID LOTS 1-20 CONVEYED TO THE HOUSING AUTHORITY OF TRAVIS COUNTY, TEXAS IN DOCUMENT NOS. 2002001062, 2003286679, & 2007187176, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.1148 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod with illegible cap found at the intersection of the north right-of-way line of Burton Street (80' Right-of-Way) with the east right-of-way line of Bastrop Street (80' Right-of-Way), and being the southwest corner of Lot 20, Block 10 of said Town of Manor;

THENCE, with the east right-of-way line of said Bastrop Street and the west line of Lot 20, Block 10 of said Town of Manor, N10°10'33"E, a distance of 115.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southwest corner and **POINT OF BEGINNING** hereof, said point being at the intersection of the east right-of-way line of said Bastrop Street with the south right-of-way line of said 20' alley (to be vacated), and being the northwest corner of Lot 20, Block 10 of said Town of Manor;

THENCE, continuing with the east right-of-way line of said Bastrop Street, N10°10'33"E, a distance of 20.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, said point being at the intersection of the east right-of-way line of said Bastrop Street with the north right-of-way line of said 20' alley (to be vacated), and being the southwest corner of Lot 1, Block 10 of said Town of Manor;


THENCE, leaving the east right-of-way line of said Bastrop Street, with the north right-of-way line of said 20' alley (to be vacated), and with the south line of the north half of Block 10 of said Town of Manor, S79°49'27"E, a distance of 250.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, said point being at the intersection of the west right-of-way line of Caldwell Street (80' Right-of-Way) with the north right-of-way line of said 20' alley (to be vacated), and being the southeast corner of Lot 10, Block 10 of said Town of Manor;

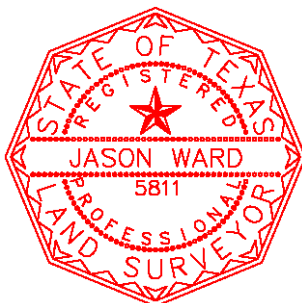
THENCE, with the west right-of-way line of said Caldwell Street, S10°10'33"W, a distance of 20.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southeast corner hereof, said point being at the intersection of the west right-of-way line of said Caldwell Street with the south right-of-way line of said 20' alley (to be vacated), and being the northeast corner of Lot 11, Block 10 of said Town of Manor;

THENCE, leaving the west right-of-way line of said Caldwell Street, with the south right-of-way line of said 20' alley (to be vacated), and with the north line of the south half of Block 10 of said Town of Manor, N79°49'27"W, a distance of 250.00 feet to the **POINT OF BEGINNING** and containing 0.1148 Acre (5,000 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000076843575. See attached sketch (reference drawing: 00956_ROW Vacate.dwg)


5/28/20
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wards.com
www.4wards.com

BASTROP STREET (80' R.O.W.)

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10

OWNER:
HOUSING AUTHORITY OF
TRAVIS COUNTY, TEXAS
DOC. NO. 2002001062, O.P.R.T.C.T.

BLOCK 10
[A]

20' ALLEY TO BE VACATED
0.1148 ACRE(S)
5,000 SQUARE FEET

S10°10'33"W
20.00'

S79°49'27"E 250.00'

Item 11.

LOT 1

114.93'

BLOCK 11
[A]

[B]

20.00'

LOT 20

BLOCK 11
[A]

115.00'

BLOCK 11
[A]

N10°10'33"E
20.00'

P.O.B.

GRID N: 10,098,045.05
GRID E: 3,171,335.05

N79°49'27"W 250.00'
(250.00')

BLOCK 10
[A]

S79°49'27"E 75.08'

(250.00')
249.93'

OWNER:

HOUSING AUTHORITY OF
TRAVIS COUNTY, TEXAS
DOC. NO. 2003286679 & DOC. NO. 2007187176
O.P.R.T.C.T.

S10°10'33"W 115.00'
(115.00')

CALDWELL STREET (80' R.O.W.)

N10°16'35"E

N10°10'33"E 115.00'
(115.00')

LOT 20 | LOT 19 | LOT 18 | LOT 17 | LOT 16 | LOT 15 | LOT 14 | LOT 13 | LOT 12 | LOT 11

ILLEGIBLE

N79°49'27"W 250.00'
(250.00')

S79°49'27"E 74.88'

P.O.C.

GRID N: 10,097,931.87
GRID E: 3,171,314.73

BURTON STREET (80' R.O.W.)

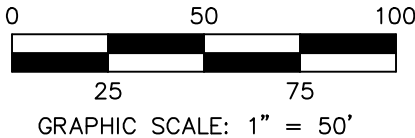
[A]

TOWN OF MANOR

VOL. V, PG. 796, D.R.T.C.T.

[B]

ALLEY (20' R.O.W.)



LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING PROPERTY LINES
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
	IRON ROD WITH "SENDERO" CAP FOUND (UNLESS NOTED)
	1/2" IRON ROD FOUND
	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
VOL. PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. V, PG. 796

Jason Ward
5/28/2020



NOTES:

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000076843575.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**0.1148 ACRE
RIGHT-OF-WAY
VACATION
City of Manor, Travis
County, Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date:	5/28/2020
Project:	00956
Scale:	1" = 50'
Reviewer:	FM
Tech:	TE
Field Crew:	TS/MM
Survey Date:	JAN 159
Sheet:	



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 7, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance authorizing the suspension of the maximum period a temporary sign may be displayed.

BACKGROUND/SUMMARY:

Our sign code for temporary signs authorizes a property to have up to 2 temporary signs per calendar year that are up to 32 square feet and they cannot be displayed for longer than 30 days. This ordinance suspends the 30-day provision so properties after receiving a temporary sign permit can leave the sign up until the expiration of this ordinance. The expiration of this ordinance is Dec. 31st. Council can decide by the Dec. 16th meeting to extend the suspension to a later date.

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

- Ordinance No. 587

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Ordinance No. 587 authorizing the suspension of the maximum period a temporary sign may be displayed.

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

ORDINANCE NO. 587

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE SUSPENSION OF THE MAXIMUM TIME PERIOD A TEMPORARY SIGN MAY BE DISPLAYED; MAKING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of a novel coronavirus, designated COVID-19 as a Public Health Emergency of International Concern, advising countries to prepare for the containment, detection, isolation and case management, contract tracing and prevention of onward spread of the disease; and

WHEREAS, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, Declarations of Disaster have been issued by both Travis County and the City of Manor (the “City”); and

WHEREAS, the necessary measures taken by governmental entities, businesses, and individuals to flatten the curve in the spread of COVID-19 is having a detrimental impact on businesses; and

WHEREAS, the City’s Code of Ordinances, Chapter 15, Article 15.04, Section 15.04.018(7) (the “Site Development Ordinance”) provides that a temporary sign may be displayed for a maximum period of thirty (30) days; and

WHEREAS, due to the decrease in customer base, the sustainability of local businesses is in danger and the City Council of the City of Manor, Texas (the “City Council”) has determined that authorizing the suspension of the maximum time period a temporary sign may be displayed provides economic assistance to businesses impacted by COVID-19 and preserve business and commercial activity in the City.

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

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

Section 2. Authorization of the Suspension of the Maximum Time Period a Temporary Sign May Be Displayed. The City Council hereby authorizes and suspends the thirty (30) day maximum time period a temporary sign may be displayed as provided in Section 15.04.018(7) of the City's Site Development Ordinance until December 31, 2020. Notwithstanding the foregoing, the City Council is hereby acknowledging and agreeing to only suspending the maximum time period a temporary sign may be displayed as a result of the COVID-19 pandemic and all other temporary signs rules and regulations remain in full force and effect.

Section 3. Repealing all Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City of Manor, the terms and provisions of this Ordinance shall control.

Section 4. Savings Clause. This City Council of the City of Manor, Texas does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 5. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

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

PASSED AND APPROVED this 7th day of October 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

By: _____
Veronica Rivera, Assistant City Attorney