



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

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## City Council Regular Meeting

Wednesday, December 15, 2021 at 7:00 PM

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

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### AGENDA

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

#### PLEDGE OF ALLEGIANCE

#### 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. Nomi Health COVID-19 Testing Partnership**  
*Submitted by: Scott Dunlop, Interim City Manager*
- B. City Manager's Report**  
*Submitted by: Scott Dunlop, Interim City Manager*
  - CapMetro
  - Broadband Concerns

#### PUBLIC HEARINGS

- 1. Conduct a public hearing on a Rezoning Application for 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).**  
*Applicant: Rao's Consulting Engineers, LLC*  
*Owner: Sampsg Properties, LLC*  
*Submitted by: Scott Dunlop, Interim City Manager*

- 2. Conduct a public hearing on a Rezoning Application for 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).**  
*Applicant: Kimley-Horn and Associates, Inc.*  
*Owner: Dwyer Realty*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 3. Conduct a public hearing on a Rezoning Application for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).**  
*Applicant: SEC Planning*  
*Owner: Enfield Partners, LLC*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 4. Conduct a public hearing on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.**  
*Submitted by: Pauline M. Gray, P.E. City Engineer*
- 5. Conduct a public hearing on an ordinance annexing of 3.398 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of Manor, Texas, at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 6. Conduct a public hearing on an ordinance annexing of 134.529 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of Manor, Texas, at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.**  
*Submitted by: Scott Dunlop, Interim 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.*

- 7. Consideration, discussion, and possible action to approve the City Council Minutes of the December 1, 2021, City Council Regular Meeting.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*

**8. Consideration, discussion, and possible action on the acceptance of the November 2021 Departmental Reports.**

*Submitted by: Scott Dunlop, Interim City Manager*

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

**REGULAR AGENDA**

**9. Consideration, discussion, and possible action on Hotel Occupancy Tax Funds for the Sesquicentennial Leadership Manor Class project.**

*Submitted by: Debbie Charbonneau, Heritage and Tourism Manager*

**10. Consideration, discussion, and possible action on an ordinance rezoning 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).**

*Applicant: Rao's Consulting Engineers, LLC*

*Owner: Sampsg Properties, LLC*

*Submitted by: Scott Dunlop, Interim City Manager*

**11. Consideration, discussion, and possible action on an ordinance rezoning 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).**

*Applicant: Kimley-Horn and Associates, Inc.*

*Owner: Dwyer Realty*

*Submitted by: Scott Dunlop, Interim City Manager*

**12. Consideration, discussion, and possible action on an ordinance rezoning 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).**

*Applicant: SEC Planning*

*Owner: Enfield Partners, LLC*

*Submitted by: Scott Dunlop, Interim City Manager*

**13. Consideration, discussion, and possible action on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.**

*Submitted by: Pauline M. Gray, P.E., City Engineer*

- 14. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 15. Consideration, discussion, and possible action on a change order to the construction contract for the 2020 Capital Metro Pavement Improvements project.**  
*Submitted by: Pauline M. Gray, P.E., City Engineer*
- 16. Consideration, discussion, and possible action on a Statement of Work No. 9 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Wastewater Treatment Plant Expansion project.**  
*Submitted by: Frank T. Phelan, P.E., City Engineer*
- 17. Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.**  
*Submitted by: Michael Tuley, Director of Public Works*
- 18. Consideration, discussion, and possible action on RFP 2021-58 for a Grant Management Consultant.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 19. Consideration, discussion, and possible action on an Interlocal Agreement between the City of Manor and Manor Independent School District related to land development regulations.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 20. Consideration, discussion, and possible action on an ordinance adopting the Amended Annual Budget for the City of Manor for the fiscal year beginning October 1, 2020, and ending September 30, 2021.**  
*Submitted by: Lydia Collins, Director of Finance*
- 21. Consideration, discussion, and possible action on the Board of Adjustment attendance report for Board Member Place 1, William Mann; and declare a vacancy.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 22. Consideration, discussion, and possible action to appoint Board Member Alternate No. 2, Neal Edwards to Place No. 1 of the Board of Adjustment.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 23. Consideration, discussion, and possible action on an ordinance for specific retiree benefits through TML Health Benefits Pool.**  
*Submitted by: Tracey Vasquez, HR Manager*
- 24. Consideration, discussion, and possible action to close City Offices at 12:00 p.m. on Friday, December 17, 2021.**  
*Submitted by: Tracey Vasquez, HR Manager*

## EXECUTIVE SESSION

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

- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12;*
- *Sections 551.087 and 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Rose Hill PID Reimbursement Agreement; and*
- *Section 551.074 (Personnel Matters) to deliberate the position of Community Services Director and IT Director*

## 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, December 10, 2021, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

## NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Rezoning Application for 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).

*Applicant: Rao's Consulting Engineers, LLC*

*Owner: Sampsg Properties, LLC*

### BACKGROUND/SUMMARY:

This property was voluntarily annexed in April 2017. 1.68 acres of the 10 acres was zoned Neighborhood Business (NB) in May 2017. This zoning request is to increase the Neighborhood Business area to 3.41 acres and rezone the remaining 6.59 to Townhome (TH) residential. Townhome zoning permits up to 12 units per acre, which would be 79 units, but they've indicated constructed at 10 units per acre which would be 66 units. Townhome units are 3-6 attached units and can either be constructed with single lots with 1 unit or as part of a common lot development with private roads, like how multi-family apartment complexes are constructed.

Neighborhood Business permits retail, restaurant and office uses as well as residential above or behind the commercial in the same structure. The unit density in Neighborhood Business is 10 units per acre.

P&Z denied the rezoning request 5-0

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

- Letter of Intent
- NB Land Uses
- Location Map
- Notice
- Labels

### STAFF RECOMMENDATION:

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

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
		X	



# RAO'S CONSULTING ENGINEERS

TBPE Registered Engineering Firm No. F-17655

210.549.7557 512.856.4595 [www.raosengineering.com](http://www.raosengineering.com)

P.O.BOX NO: 592991,

SAN ANTONIO, TX 78258

*Land Development | Water Resources | Environmental | Transportation*

Item 1.

September 15, 2021

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

Re: **Hwy 20 Development - Rezoning**  
Letter of Intent

**Dear Mr. Dunlop,**

The subject property 10.0 acres located at 12920 Old Hwy 20 is currently zoned as agricultural (AG). Requesting rezone, the property to Neighborhood Commercial (NB) and Townhomes (TH) in the back. The front 3.41- acres will be rezoned as NB with Low Density Apartments and back 6.59 acres will be rezoned as TH.

**Physical and Natural Features:**

The subject site is currently undeveloped. The landscape is predominately flat without any significant trees through the 10.0-acre tract. The site has approximately 418-ft frontage onto Old Highway 20.

**Future Land Use Map:**

The Future Land Use category for the site is Mixed Density NH. This category comprises of commercial and low-density multi-family, with housing types including small-lot detached and attached single-family dwellings (such as townhomes).

**Surrounding Properties:**

The property has a residential property on north, east and west side, Old Highway 20 along south boundary of the property.

**Proposed zoning:**

We are requesting rezone the front 3.41- acres will be rezoned as NB and back 6.59 acres will be rezoned as TH.

The neighborhood business districts (NB) is intended as a low-intensity mix of commercial and residential uses, excluding single-family residential and manufactured home residential, and being located at or near single-family and multifamily residential development and along a primary collector or greater roadway. Building scale and site development should be cohesive with adjacent residential. This district can serve as a transition to more intense commercial uses.

The townhome district (TH) is intended to establish and preserve areas of medium intensity land use devoted to moderate density residential development with up to 12 units per acre allowed. However, we are requesting only 10 units per acre. This district often provides a transition between lower intensity residential uses and more intensive uses. Townhouses may be developed in either a common-lot or single-lot configuration. The TH District is appropriate in areas designated on the Future Land Use Plan as the mixed-use categories and may be appropriate in the moderate density residential area based on location, surrounding uses, and infrastructure impacts. The TH District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multifamily or commercial districts.

The property does not have any delinquent taxes. Existing zoning map has been attached.

*If you have any questions or need any additional information, please call me at 210-549-7550*

Respectfully,

Rao's Consulting Engineers, LLC.

Texas Board of Professional Engineers Firm Registration #17655

**Rao Vasamsetti, P.E.**

Principal

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Adult day care		P	P					P	P		
Adult-oriented businesses									C/S	C/S	
Alcoholic beverage establishment					S	P	P	P	P		
Amusement (indoor)							C	C	C		
Amusement (outdoor)								C	C		
Antique shop					P	P	P	P	P		
Art studio or gallery		P	P		P	P	P	P	P	P	
Athletic facility	C	C	C								
Automobile repair (major)								C	C	C	C
Automobile repair (minor)							C	C	C	C	
Automobile sales and rental								C	C		
Automobile washing								C	C		
Brewery, micro								P	P	P	P
Brewery, regional									P	P	P
Brewpub						P	P	P	P		
Business support services					P	P	P	P	P		
Campground	S	S	S								
Cemetery	S	P	P								

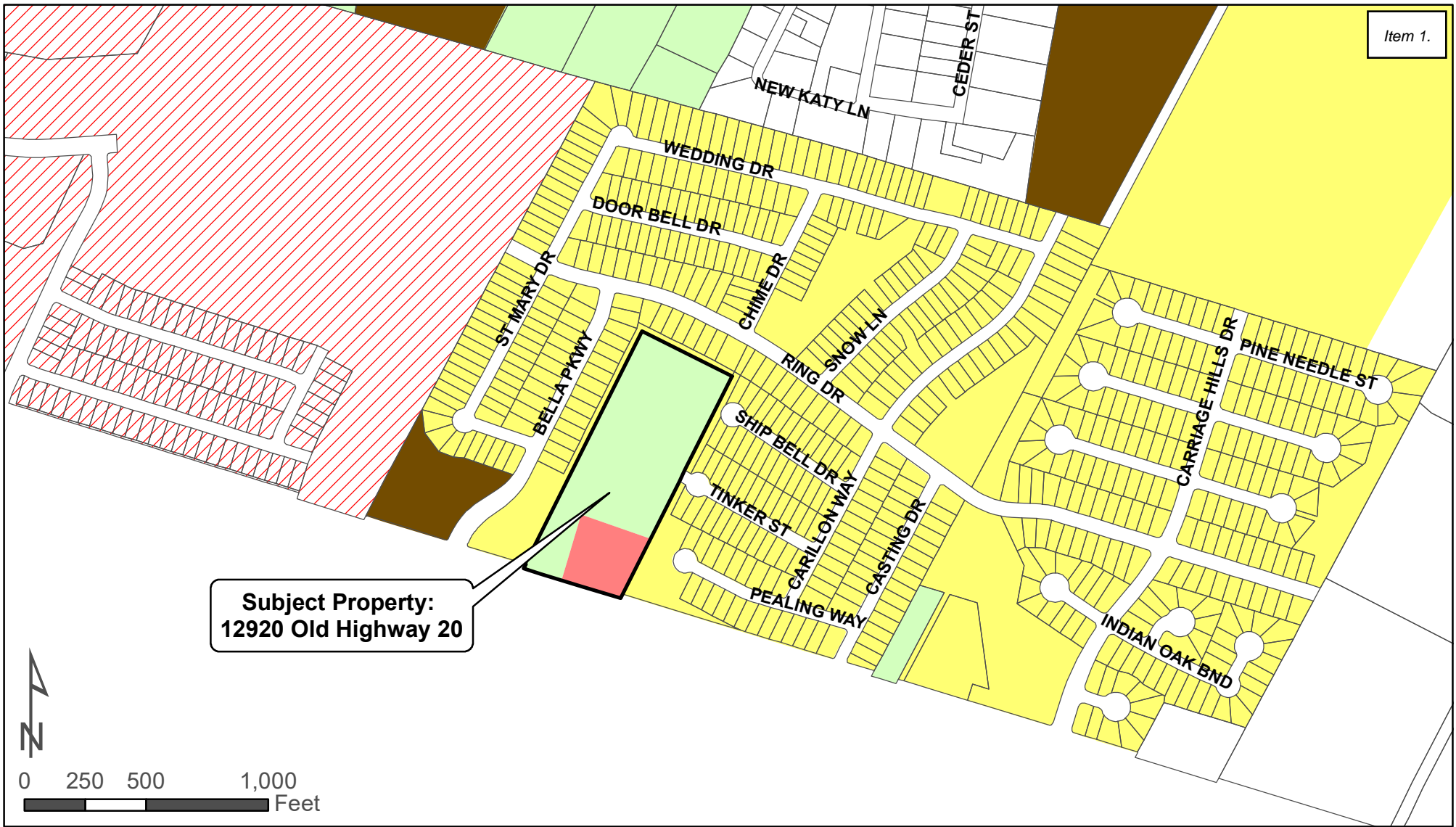
Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Club or lodge		P	P	P	P	P	P	P	P		
Commercial off-street parking						C	C	C	C		
Communication services or facilities				P			P	P	P	P	
Community garden	C	C	C		C	C	C				
Construction and equipment sales (major)									P	P	P
Construction and equipment sales (minor)							P	P	P	P	
Consumer repair services					P	P	P	P	P		
Contractor's shop								C	C	C	C
Data center				P					P	P	
Day camp	S	P	P								
Distillery, micro								P	P	P	P
Distillery, regional									P	P	P
Event center		P	P		C/S	C/S	C/S	P	P		
Financial services				C	C	C	C	C	C		
Financial services, alternative								C	C		
Florist					C	C	C	C	C		
Food court establishment								C/S	C/S	C/S	

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Food preparation						C	C	C	C	C	C
Food sales					C	C	C	C	C		
Funeral services		C	C		C	C	C	C	C	C	C
Game room							C/S	C/S	C/S		
Garden center							C	C	C		
Gasoline station (full service)								C/S	C		
Gasoline station (limited)					C/S		C/S	C/S	C		
General retail sales (convenience)				P	P	P	P	P	P		
General retail sales (general)					P	P	P	P	P		
Golf course/country club	S										
Governmental facilities	P	P	P	P	P	P	P	P	P	P	P
Hospital services		P	P	P							
Hotel					C/S	C	C	C	C		
Industrial use, light									P	P	
Industrial use, heavy											P
Kennel								C	C	C	
Laundry services								P	P	P	P
Laundry services (self)					P	P	P	P	P		

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor sales					P	P	P	P	P		
Medical clinic		P	P	P	P	P					
Metal recycling entity											C
Mini-storage warehouse								C	C	C	
Offices, government	P	P	P	P	P	P	P	P	P	P	P
Offices, medical		P	P	P	P	P					
Offices, professional		P	P	P	P	P					
Offices, showroom									P	P	
Offices, warehouse									C	C	C
Off-site accessory parking		P	P	P		P	P	P	P	P	P
Pawnshop								C	C	C	
Personal improvement services					P	P	P	P	P		
Personal services					P	P	P	P	P		
Pet store					C	C	C	C	C		
Portable building sales									P	P	
Printing and publishing				C	C	C	C	C	C		
Product development services (general)				P					P	P	

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Product development services (hazard)											P
Recreational vehicle park								C/S	C/S		
Recreational vehicle sales, service, and rental								C	C	C	
Recycling operation (indoor)										P	P
Recycling operation (outdoor)											C
Religious assembly	P	P	P	P	P	P	P	P	P	P	P
Research services (general)				P					P	P	
Research services (hazard)											P
Restaurant				P	P	P	P	P	P		
Restaurant—Drive-in or drive-through							C	C	C		
School, boarding		P	P				P	P	P		
School, business or trade		P	P				P	P	P		
School, college or university		P	P					P	P		
School, private or parochial		P	P				P	P	P		
School, public		P	P				P	P	P		
Semi-permanent food establishment							C	C	C		

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Shooting range, indoor									P	P	
Smoke shop or tobacco store							P	P	P		
Theater							P	P	P		
Transportation terminal								C	C	C	C
Truck and trailer sales and rental								C	C	C	
Truck stop or travel center									P	P	
Utility services, major			C							C	C
Utility services, minor	P	P	P	P	P	P	P	P	P	P	P
Vehicle storage facility									C	C	
Veterinary services, large								C	C		
Veterinary services, small					C	C	C	C	C		
Wireless transmission facilities (WTF), attached	C	C	C	C	C/S	C/S	C	C	C	C	C
Wireless transmission facilities (WTF) monopole	C/S	C/S	C/S	C/S			C/S	C/S	C/S	C/S	C/S
Wireless transmission facilities (WTF), stealth	C	C	C	C	C/S	C/S	C	C	C	C	C
Zoo, private								P	P		



**Proposed Zoning:**  
**Neighborhood Business (NB)**  
**Townhome (TH)**

*Current Zoning:*  
*Agricultural (A)*

**Zone**

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



November 17, 2021

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2021-P-1376-ZO

Case Manager: Scott Dunlop

Contact: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org) - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 8.57 acres, more or less, and being located at 12920 Old Highway 20, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).**

***Applicant:* Rao's Consulting Engineers, LLC**

***Owner:* Sampsg Properties, LLC**

The Planning and Zoning Commission will meet at 6:30PM on December 8, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on December 15, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

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

HARRELL KRISTEN  
12608 ST MARYS DR  
MANOR, TX 78653-4598

CADENA MANUELA  
12604 SAINT MARYS DR  
MANOR, TX 78653-4598

ESCOBBAR VERANDA A &  
JESSE ESCOBAR SR  
12600 SAINT MARYS DR  
MANOR, TX 78653-4598

WALLACE H DALTON  
9505 JOHNNY MORRIS RD  
AUSTIN, TX 78724-1527

CRUZ MELISSA A &  
DAMARCUS L DASHER  
12700 BELLA PKWY  
MANOR, TX 78653-4597

URQUIZA ANA ANTUNEZ  
12744 BELLA PKWY  
MANOR, TX 78653-4597

AMEZCUA RAMON B & SUSANA  
12740 BELLA PKWY  
MANOR, TX 78653-4597

CZERNY JOSE A  
12736 BELLA PKWY  
MANOR, TX 78653-4597

PENA LETICIA & ERNESTO  
12732 BELLA PARKWAY  
MANOR, TX 78653-4597

SMITH VANESSA D &  
MIKEL E SATTERWHITE  
12728 BELLA PKWY  
MANOR, TX 78653-4597

JACKSON LAKILIA N  
12724 BELLA PKWY  
MANOR, TX 78653-4597

RODRIGUEZ MONIQUE N  
1904 RALPH C CRAIG LN  
AUSTIN, TX 78748-4002

ALVARADO ALEJANDRO & DOLORES  
12716 BELLA PKWY  
MANOR, TX 78653-4597

VAZQUEZ EUTIQUEIA  
12712 BELLA PKWY  
MANOR, TX 78653-4597

JONES THERESA A  
12708 BELLA PKWY  
MANOR, TX 78653-4597

MARTINEZ CHRISTOPHER S &  
CHRISTIAN N  
12704 BELLA PKWY  
MANOR, TX 78653-4597

LEVARIO ELSA L  
12753 BELLA PKWY  
MANOR, TX 78653-4597

MIRANDA CONSEPCION A & STEVEN J  
12749 BELLA PKWY  
MANOR, TX 78653-4597

GUZMAN SANTOS & LETICIA JAIMES  
12754 BELLA PKWY  
MANOR, TX 78653

THOMAN MARYANN & MARK P  
12741 BELLA PKWY  
MANOR, TX 78653-4597

RODRIGUEZ DIANE & BENJAMIN  
12737 BELLA PKWY  
MANOR, TX 78653-4597

WAGNER DRUE A & ALICIA G  
12733 BELLA PKWY  
MANOR, TX 78653-4597

VILLAREAL RUTH PAJARILLO REVOCABLE TRUST  
UNIT 315  
838 PINE AVE  
LONG BEACH, CA 90813-5828

OLLINGER KENNETH J  
9115 LOCKWOOD SPRINGS RD  
MANOR, TX 78653-4815

GOMEZ MARIA & LUIS HERNANDEZ  
12721 BELLA PKWY  
MANOR, TX 78653-4597

MANUEL MILDRED A  
7241 FAIR OAK DR  
HANOVER, MD 21076-1482

NORRIS DARIAN KELLEY &  
SHELBY NICOLE DAVIS  
12713 BELLA PKWY  
MANOR, TX 78653-4597

VEGA ADRIAN SANCHEZ  
12709 BELLA PKWY  
MANOR, TX 78653-4597

JUSTICE EVANGULA R  
12705 BELLA PKWY  
MANOR, TX 78653-4597

MENDOZA ROLANDO FRANCISCO MORENO &  
ZULMA CRISTINA HERREJON ORTIZ  
12701 BELLA PKWY  
MANOR, TX 78653-4597

RUIZ-MONDRAGON GERARDO  
1218 BONNIE BREA ST  
AUSTIN, TX 78753-4503

KURNOW MARK & CARRIE LANCE  
92-1026 A KOIO DR  
KAPULEI, HI 96707

BELL FARMS MASTER COMMUNITY INC  
% PS PROPERTY MANAGEMENT  
PO BOX 7079  
ROUND ROCK, TX 78683-7079

VITAL MARIA DEL PATROSINIO &  
WALTER ANTONIO CASTRO  
12908 PEALING WY  
MANOR, TX 78653-2019

SANTIKOS DEMETRIOS JOHN  
12904 PEALING WAY  
MANOR, TX 78653-2019

VACLAVICK CAROL & ELLEN WRIGHT  
12925 TINKER ST  
MANOR, TX 78653-2022

WRIGHT BRANDY  
12921 TINKER ST  
MANOR, TX 78653-2022

SANCHEZ RODRIGO AGUILAR  
12917 TINKER ST  
MANOR, TX 78653-2022

GUERRERO LAWRENCE &  
ROSE MARIE VEGA  
12913 TINKER ST  
MANOR, TX 78653-2022

SOSA JESUS RUIZ & YOLANDA AGUILAR  
& YENIS HERNANDEZ SALVADOR  
12909 TINKER ST  
MANOR, TX 78653-2022

MCMILLAN BRITTANY MARI  
12905 TINKER ST  
MANOR, TX 78653-2022

ALEMU WES  
12901 TINKER ST  
MANOR, TX 78653-2022

LOPEZ JAZMIN TELLEZ & SEVERINO M  
12924 TINKER ST  
MANOR, TX 78653-2022

1919 MAGRODA LLC  
15301 SISTERS CIR  
AUSTIN, TX 78717-5099

RICHEY DENISE  
12916 TINKER ST  
MANOR, TX 78653-2022

HEREDIA ERWIN G  
12912 TINKER ST  
MANOR, TX 78653-2022

RANDORF KRISTINA & JASON  
12908 TINKER ST  
MANOR, TX 78653-2022

YEE VINCENT & ANA M  
12904 TINKER ST  
MANOR, TX 78653-2022

SVANDA STACIE  
12900 TINKER ST  
MANOR, TX 78653-2022

RAMIREZ WILLIAM OMAR  
12925 SHIP BELL DR  
MANOR, TX 78653-4953

JONES MARVIN L & POLLY M  
12921 SHIP BELL  
MANOR, TX 78653-4953

SEPHUS LATANIA NICOLE  
12917 SHIP BELL DR  
MANOR, TX 78653-4953

DIAZ KARINA P TORRES & PEDRO L  
HERNANDEZ ZEPEDA  
12913 SHIP BELL DR  
MANOR, TX 78653-4953

HORTON JANET  
12909 SHIP BELL  
MANOR, TX 78653-4953

SIMMONS JASMINE & TIMOTHY  
7940 SHOAL CREEK BLVD STE 200  
AUSTIN, TX 78757-7587

HILL DEJA G  
12901 SHIP BELL DR  
MANOR, TX 78653-4953

FORD JOEL S & ALICIA E ESPINOZA  
12924 SHIP BELL DR  
MANOR, TX 78653-4953

ORTUNO PALOMA HERNANDEZ &  
DOUGLAS R RODRIGUEZ FLORES  
12920 SHIP BELL DR  
MANOR, TX 78653-4953

SMITH JEREMY W &  
CANDICE MARIE AREL SMITH  
12916 SHIP BELL DR  
MANOR, TX 78653-4953

SANCHEZ JOSE D ESPARZA & PATRICIA  
FLORES  
12912 SHIP BELL DR  
MANOR, TX 78653-4953

BARTON JONATHAN & VICTORIA  
12908 SHIP BELL DR  
MANOR, TX 78653-4953

CASHION WILLIAM HOWARD  
12904 SHIP BELL DR  
MANOR, TX 78653-4953

TAPIA LISA L  
12900 SHIP BELL DR  
MANOR, TX 78653-4953

POTTER KAREN SUE & WAYNE M  
12809 RING DR  
MANOR, TX 78653-4684

VILLAFRANCA UBALDO  
12813 RING DR  
MANOR, TX 78653-4684

DOMEL MASON N  
12817 RING DR  
MANOR, TX 78653-4684

LEONARD MATTHEW B & JULIE  
12821 RING DR  
MANOR, TX 78653-4684

LUCIANO KRYSTAL N & ELVIN LOZANO  
12825 RING DR  
MANOR, TX 78653-4684

KEAVENY JAMES P & SANDRA WILSON  
12829 RING DR  
MANOR, TX 78653-4684

CATES JENNIFER E  
12833 RING DR  
MANOR, TX 78653-4684

ALEXANDER JERRY LEE & MICHAEL D  
12905 RING DR  
MANOR, TX 78653-5187

MARTINEZ-CAVAZOS FRANCISCO J &  
ADRIANA HERNANDEZ-ZUNIGA  
12925 RING DR  
MANOR, TX 78653-5187

BRESLER DEIRDRE E  
12921 RING DR  
MANOR, TX 78653-5187

CEBALLOS VICTOR HUGO  
12917 RING DR  
MANOR, TX 78653-5187

ANDERSON WALTER JAMES JR &  
WEI ZHANG  
721 MAMMOTH RD  
MANCHESTER, NH 03104-4555

ASBELL TROY  
12909 RING DR  
MANOR, TX 78653-5187

HERNANDEZ MAYRA A &  
CIRO L MEDINA  
12800 SNOW LN  
MANOR, TX 78653-5190

SATHYAN PRATHEESH & NEENA  
SREELAYA  
8619 VILLAGE TER  
HOUSTON, TX 77040-7602

MARTINEZ MATILDE  
12804 CHIME DR  
MANOR, TX 78653-4685

ZARCO ARTURO ESQUIVEL  
12800 CHIME DR  
MANOR, TX 78653-4685

WASHINGTON-WOOLEY SHENIQUA  
12708 RING DR  
MANOR, TX 78653-4682

MAGALLANEZ EDWARD G JR  
12712 RING DR  
MANOR, TX 78653-4682

VARGAS MANUEL & USVALDO  
12800 RING DR  
MANOR, TX 78653-4684

MOORE SHARON Y  
12804 RING DR  
MANOR, TX 78653-4684

DELGADO GERARDO  
1548 COUNTY ROAD 394  
HUTTO, TX 78634-3235

DAVILA JULIANA  
12812 RING DR  
MANOR, TX 78653-4684

REYES LUIS & MARIA  
12816 RING DR  
MANOR, TX 78653-4684

LE THERESA T & PHUC T PHAN  
12820 RING DR  
MANOR, TX 78653-4684

MCINTOSH JACOB RYAN &  
ETHAN MCINTOSH  
11403 W CARRIE MANOR ST  
MANOR, TX 78653-5370

MERAZ GRACIELA A & ALEJANDRO  
12828 RING DR  
MANOR, TX 78653-4684

GERMAN MARIA L  
12832 RING DR  
MANOR, TX 78653-4684



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Rezoning Application for 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).

*Applicant: Kimley-Horn and Associates, Inc.*

*Owner: Dwyer Realty*

### BACKGROUND/SUMMARY:

This property was in the original Presidential Glen Development Agreement had stated an application would be made to rezone it to Commercial. The Development Agreement was recently amended by the City Council on 10/27/2021 to change it to Multi-Family, which permits them to make this rezoning request to MF-1. MF-1 permits up to 15 units per acre. It is a moderate density residential district that can serve as a buffer between single family uses and commercial uses.

P&Z recommended approval as Townhome (TH) 5-0

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Letter of Intent
- Map
- Notice
- Labels

### STAFF RECOMMENDATION:

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

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X - as Townhome</b>		

July 26, 2021

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

**Via Electronic Submittal**

Re: Application for Rezoning; ±10.46 acres located east of Paseo De Presidente Blvd, south of WT Gallaway St, and north of Gunn Ln, Manor, TX 78653 (the "Property")

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located of Paseo De Presidente Blvd, south of WT Gallaway St, and north of Gunn Ln, Manor, TX 78653 (see Location Map attached) and is currently zoned Single Family Residential (R-1). The proposed zoning is Multifamily 15 (MF-1). The purpose of the rezoning is to allow for transitional housing proposed between the residential zoning to the north and the commercial zoning to the south of the site.

This request is consistent with the Third Amendment of the Development Agreement for the Presidential Glen Subdivision, Subsection 8 (Zoning Applications), which requires the rezoning from R-1 to MF-1.

Surrounding zoning is commercial to the south and residential to the north, east and west. Surrounding land uses include single family residential to north and west, and undeveloped land to the south and east.

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



Amanda Couch Brown

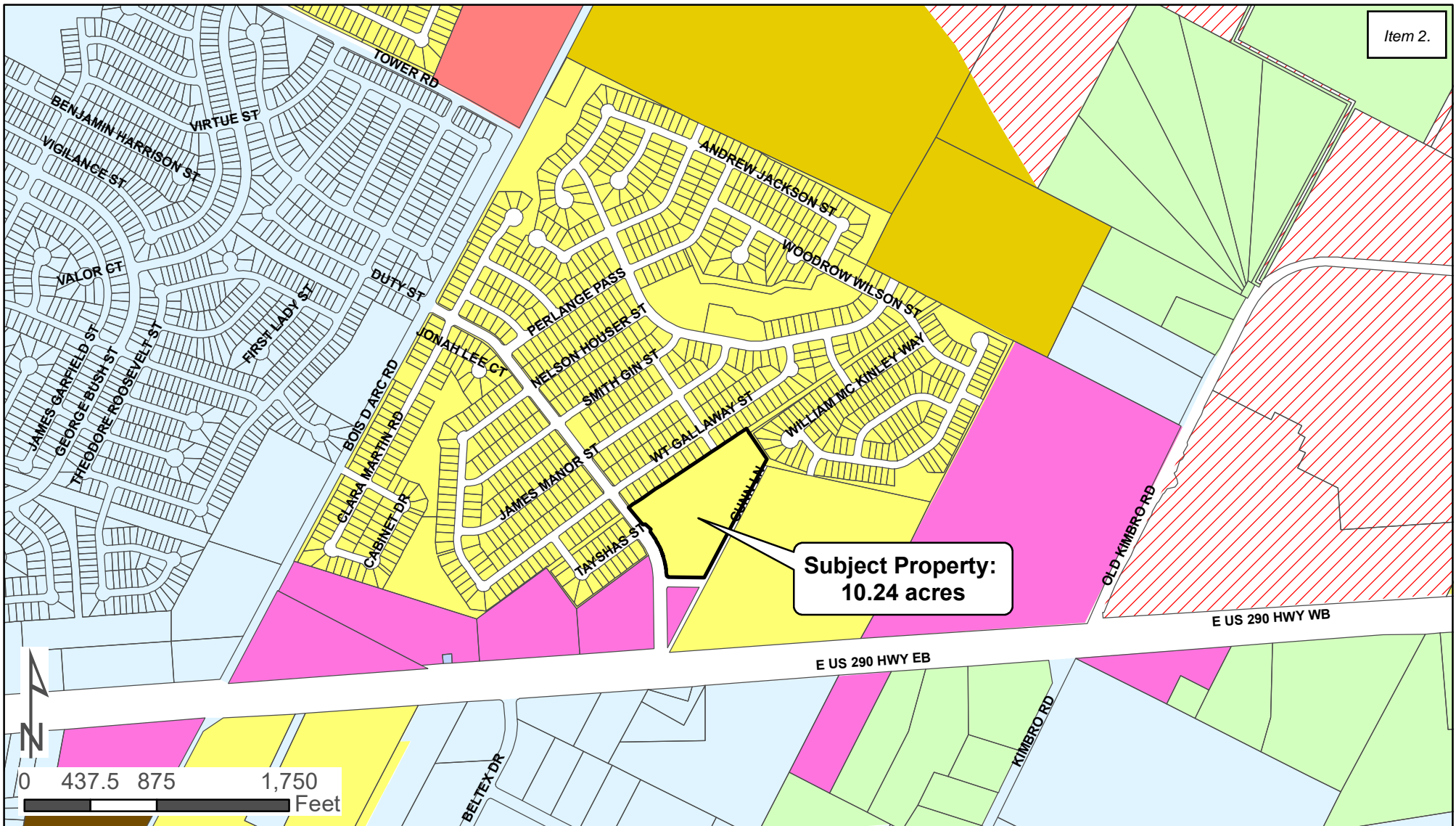


PASEO DE PRESIDENTE BLVD  
REZONING  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

### SITE LOCATION MAP

**Kimley»Horn**

10814 Jollyville Road  
Austin, Texas 78759



## Proposed Zoning: Multi-Family 15 (MF-1)

*Current Zoning:  
Single Family Suburban (SF-1)*



November 17, 2021

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2021-P-1354-ZO

Case Manager: Scott Dunlop

Contact: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org) - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 10.24 acres, more or less, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).**

***Applicant:* Kimley-Horn and Associates, Inc.**

***Owner:* Dywer Realty**

The Planning and Zoning Commission will meet at 6:30PM on December 8, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on December 15, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

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

PRESIDENTIAL GLEN MASTER COMM  
INC % ASSOC MGMT  
5295 HOLLISTER ST  
HOUSTON, TX 77040-6205

POWELL GLENN & CRISTINA  
19421 TAYSHAS ST  
MANOR, TX 78653-3993

YANG SEKWAN & YOUNGJA YANG  
210 LEE BARTON DR., UNIT 201  
AUSTIN, TX 78704-1044

JARAMILLO ANTONIO &  
JOSIE SAMARIPA  
19501 W T GALLAWAY ST  
MANOR, TX 78653-4074

GARCIA FRANCISCO B  
19512 W GALLAWAY ST  
MANOR, TX 78653

DEROSE JOSEPH JOHN  
19621 W T GALLAWAY ST  
MANOR, TX 78653-4075

GONZALEZ EDWIN ROSADO  
19700 W T GALLOWAY ST  
MANOR, TX 78653-4076

HATCHER VALENCIA  
19709 JAMES MANOR ST  
MANOR, TX 78653-4073

OROZCO JOSUE  
19712 W T GALLAWAY ST  
MANOR, TX 78653-4076

DIAZ EMMANUEL  
19709 W T GALLAWAY ST  
MANOR, TX 78653-4076

DAVIES EMMANUEL D & SHAROLINE H  
19801 GROVER CLEVELAND WAY  
MANOR, TX 78653-2071

PAVON BORIS A & JORGE ALBERT  
PAVON-MALDONADO  
13216 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

SMITH WYNDEL R & DENISE R  
19429 TAYSHAS ST  
MANOR, TX 78653-3993

CHU KI  
19500 W T GALLAWAY ST MANOR, TX  
78653-4074

MORALES GABRIEL A HERNANDEZ &  
SELENE RODRIGUEZ MARTINES  
19516 WT GALLAWAY ST  
MANOR, TX 78653-4074

SALDANA ANDREW & GLORIA  
19520 W T GALLAWAY ST  
MANOR, TX 78653-4074

STANFORD JIMMY BRYAN & ARSENIA C  
19612 W T GALLAWAY  
MANOR, TX 78653-4075

HARRIS CYNTHIA LYNN  
19701 JAMES MANOR ST  
MANOR, TX 78653-2177

BOUZAN FILIBERTO S  
19716 W T GALLAWAY ST  
MANOR, TX 78653-4076

TRYON JOANNA & PHILIP  
19805 W T GALLAWAY ST  
MANOR, TX 78653-3423

AH4R PROPERTIES LLC  
ATTN: PROPERTY TAX DEPT  
23975 PARK SORRENTO STE 300  
CALABASAS, CA 91302-4012

LABORICO VICTOR OLIVA &  
ISABEL MORQUECHO  
13212 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

VANHOOK TINA R  
19420 W T GALLAWAY ST  
MANOR, TX 78653-3992

RAMIREZ ERNESTO JR &  
ELVIA L CAMPOS  
19433 TAYSHAS ST  
MANOR, TX 78653-3993

MGM FORESTRY LTD  
PO BOX 36  
WOODVILLE, TX 75979-0035

HERNANDEZ ERNESTO J & RUTH  
19512 W T GALLAWAY ST  
MANOR, TX 78653-4074

LAWRENCE AISHAMMA  
19517 WT GALLAWAY ST  
MANOR, TX 78653-4073

PATEL JAWAHAR  
19521 W T GALLAWAY ST  
MANOR, TX 78653-4073

JACKSON SHERILYN DEONA  
19608 W T GALLAWAY ST  
MANOR, TX 78653-4075

MASON MARNEY O & KRISTIN M  
19601 W T GALLAWAY ST  
MANOR, TX 78653-4075

BOGGESS DAVID B  
19616 W T GALLAWAY ST  
MANOR, TX 78653-4075

PEARLSTEIN DENNIS & SANDY  
19701 W T GALLAWAY ST  
MANOR, TX 78653-4076

LARA LUIS MANUEL SANTOS  
19721 W T GALLAWAY ST  
MANOR, TX 78653-4076

ASG HOME BUILDERS & MGNT LLC  
19210 HUEBNER RD  
SAN ANTONIO, TX 78258-3103

BAEZ ACOSTA JESUS M &  
KRIZALIS E DIAZ  
13209 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

AH4R PROPERTIES LLC  
ATTN: PROPERTY TAX DEPT  
23975 PARK SORRENTO STE 300  
CALABASAS, CA 91302-4012

HUNTER MICHELLE & ALTON  
19417 TAYSHAS ST  
MANOR, TX 78653-3993

SANCHEZ JESSE LEE  
19421 W T GALLAWAY ST  
MANOR, TX 78653-3992

DIALLO MAMADOU BOBO  
16428 TAYSHAS ST  
MANOR, TX 78653

BELMAREZ BENJAMIN  
& CINDY ANN PADILLA  
19504 W T GALLAWAY ST MANOR, TX  
78653-4074

JONES CHRIS LAMONT  
19509 JAMES MANOR ST  
MANOR, TX 78653-4071

HERRERA-DOERRE BRANDON  
& RANDAL DOERRE  
19509 W.T. GALLAWAY ST  
MANOR, TX 78653-4074

MEESTER THOMAS B & COLE A SEELEY  
19600 WT GALLAWAY ST  
MANOR, TX 78653-4075

RIVERA VICKY DELCARMEN  
& CARMEN RIVERA  
19604 W T GALLAWAY ST  
MANOR, TX 78653-4075

WALKER NATHAN  
& JOSHALYN FREEMAN  
19617 JAMES MANOR ST  
MANOR, TX 78653-4072

BRAVO ELIZABETH  
19705 W T GALLAWAY ST  
MANOR, TX 78653-4076

COLE BRIA DANIELLE &  
ASHTON JAMAL MAYS  
19713 JAMES MANOR ST  
MANOR, TX 78653-4073

RIVERA JERRY L  
13200 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

WELTER ERNEST FRANK JR  
13201 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

HERRERA HENRY R & SONIA T  
19413 W T GALLAWAY ST  
MANOR, TX 78653-3992

MACK TORY LATRICE  
19428 W T GALLAWAY  
MANOR, TX 78653-3992

WEST ELGIN DEVELOPMENT CORP  
ATTN PETER A DWYER  
9900 US HIGHWAY 290 E MANOR, TX  
78653-9720

ERWIN DEBRA I & DORIS  
19425 W T GALLAWAY ST  
MANOR, TX 78653

SEGUNDO JOSE SANTOS REYES &  
ERENDIRA MORAIMA REYES  
19420 TAYSHAS ST  
MANOR, TX 78653-3993

TERRELL TIMMERMAN FARM LP  
PO BOX 4784  
AUSTIN, TX 78746-5732

STEPHENSON WILLIAM ALAN  
19601 JAMES MANOR ST  
MANOR, TX 78653-4072

FOUR ROCK LLC  
147 PECK ST  
KYLE, TX 78640-4176

DISBRO JOHN D & CAROLYN  
19617 W T GALLAWAY ST  
MANOR, TX 78653-4075

HARPER KALEB KEITH &  
JACK VICTOR MARTINEZ JR  
19624 W T GALLAWAY ST  
MANOR, TX 78653-4075

STEPHENS RAQUEL DENISE & TRAVIS  
19713 W T GALLAWAY ST  
MANOR, TX 78653-4076

VALAVALA PRATIMA  
1735 GILSON ST  
FALLS CHURCH, VA 22043

STEPHENS-HILL JACQUELINE L  
19813 W T GALLAWAY ST  
MANOR, TX 78653-3423

ANDREWS RYAN R & STEPHANIE ANN  
19412 TAYSHAS ST  
MANOR, TX 78653-3993

SANDOVAL MONICA L  
19505 WT GALLAWAY ST  
MANOR, TX 78653-4074

CASTILLO JESSE JR & CARMEN MAREZ  
16513 JAMES MANOR ST  
MANOR, TX 78653

STEIN PETER A & KIMBERLY A  
1519 PINEHURST LN  
ROUND ROCK, TX 78664-6147

MITCHELL GLENDA RETTA &  
BRANDON DAESHUN MITCHELL  
19517 JAMES MANOR ST  
MANOR, TX 78653-4071

DACKO DAVE  
1025 OAKLANDS DR  
ROUND ROCK, TX 78681-4066

MCVADE KENNETH & RHODA GILMORE  
13204 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

HUBER GARRETT  
19805 JAMES MANOR ST  
MANOR, TX 78653-3428

GONZALEZ KATHY  
19808 W T GALLAWAY ST  
MANOR, TX 78653-3423

WILLIAMS DEDRA  
13219 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

HITT COREY A  
19419 W T GALLAWAY ST  
MANOR, TX 78653

ROARK JOHNNY RUSSELL  
19424 W T GALLAWAY ST  
MANOR, TX 78653-3992

SUDA MALIAKAI & AVIBO  
19425 TAYSHAS ST  
MANOR, TX 78653-3993

SALINAS BEAU & RUBBIE  
19416 TAYSHAS ST  
MANOR, TX 78653-3993

HERNANDEZ HILBERT G  
19429 W T GALLAWAY ST  
MANOR, TX 78653-3992

TOO BLUE MOO & PAW PO SOE  
& GYI PAWN  
19501 JAMES MANOR ST  
MANOR, TX 78653-4071

SALAZAR JOSE G & ROSALINDA S  
19605 WT GALLAWAY ST  
MANOR, TX 78653-4075

RAMOS ROLAND  
19620 W T GALLAWAY ST  
MANOR, TX 78653-4075

GALVAN CHRISTOPHER N & DAVID C  
19708 WT GALLAWAY ST  
MANOR, TX 78653-4076

AH4R PROPERTIES LLC  
ATTN: PROPERTY TAX DEPT  
23975 PARK SORRENTO STE 300  
CALABASAS, CA 91302-4012

DELGADO ALFONSO G III  
13208 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067

WOOLRIDGE IAN  
19801 W T GALLOWAY ST  
MANOR, TX 78653-3423

LUCKETT JERMERY R & BRENDA & JULIUS  
& BEATRICE R BEN & NANA L LUWENGO  
19805 GROVER CLEVELAND WAY  
MANOR, TX 78653-2071

JIANG GE & YUN XIONG  
19417 W T GALLAWAY ST  
MANOR, TX 78653-3992

LGI HOMES - TEXAS LLC  
1450 LAKE ROBBINS DR STE 430 THE  
WOODLANDS, TX 77380-3294

CARRAZCO-AGUILAR ALFREDO  
19521 JAMES MANOR ST  
MANOR, TX 78653-4071

HERRERA FELIX  
19605 JAMES MANOR ST  
MANOR, TX 78653-4072

LACY DANA V  
19609 W T GALLAWAY ST  
MANOR, TX 78653-4075

GODFREY CEDRIC  
19609 JAMES MANOR ST  
MANOR, TX 78653-4071

WILLIAMS VALERIE S  
19612 JAMES MANOR ST  
MANOR, TX 78653-4072

BECKHAM REBECCA L  
4213 PRINCE ANDREW LN  
AUSTIN, TX 78730-3465

RODRIGUEZ EDWARD DANIEL  
19613 WT GALLAWAY ST  
MANOR, TX 78653-4075

STAFF DYLAN  
4284 LOWER MISSION VALLEY RD  
VICTORIA, TX 77905

HUESTIS MATTHEW  
19801 JAMES MANOR ST  
MANOR, TX 78653-3428

BLAKE LEONARD & PENNIE  
19720 W T GALLAWAY ST  
MANOR, TX 78653-4076

BANDI SHEETAL  
14308 LAURINBURG DR  
AUSTIN, TX 78717-5041

WOLFE WILLIAM JEFFREY &  
CATHERINE HILLE WOLFE  
13205 WILLIAM MCKINLEY WAY  
MANOR, TX 78653-2067



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Rezoning Application for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).

*Applicant: SEC Planning*

*Owner: Enfield Partners, LLC*

### BACKGROUND/SUMMARY:

The Preliminary PUD Site Plan was approved by the City Council on 11/17/21. There were no modifications requested or made between the Preliminary PUD Site Plan and the Final PUD Site Plan. This PUD is for a maximum 400 lot single family subdivision with commercial along the FM 973 frontage. Improvements from the PUD include: additional parkland/open space acreage with trails, playgrounds, pavilion, and dog park; landscaping buffers along Gregg Lane (15' wide) and internal collector (10' wide) and upgraded masonry fencing along the internal unloaded collector and Gregg Lane. The modifications to our Code in the PUD are: up to 80% of the lots can be 50' wide (60' is the Code requirement), minimum lot square footage is 6,000 sf (7,500 is Code requirement), and maximum building coverage is 50% (Code requirement is 40%).

P&Z recommended approval 5-0

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

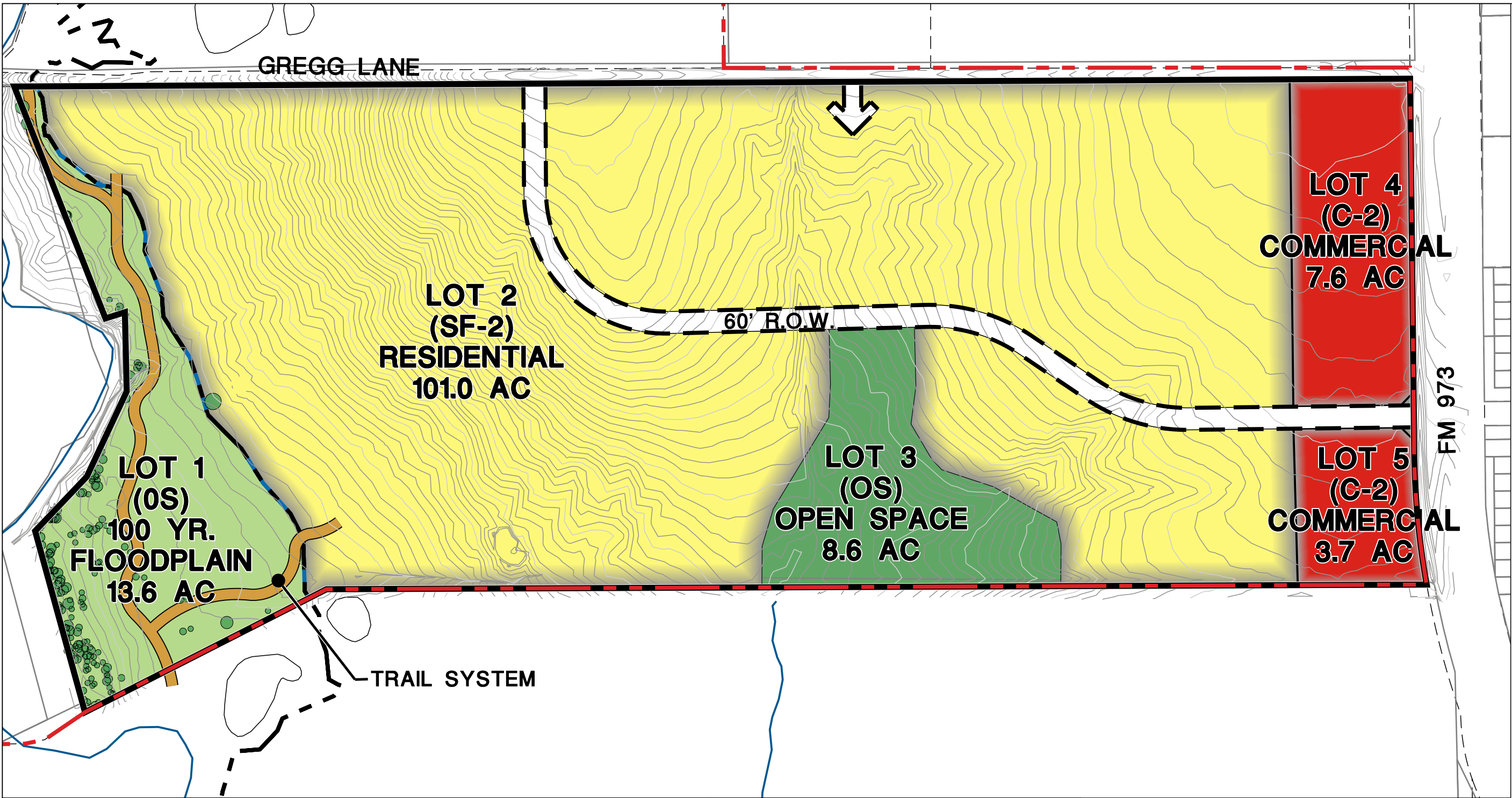
**ATTACHMENTS:** Yes

- Final PUD Site Plan
- Map
- Notice
- Label

### STAFF RECOMMENDATION:

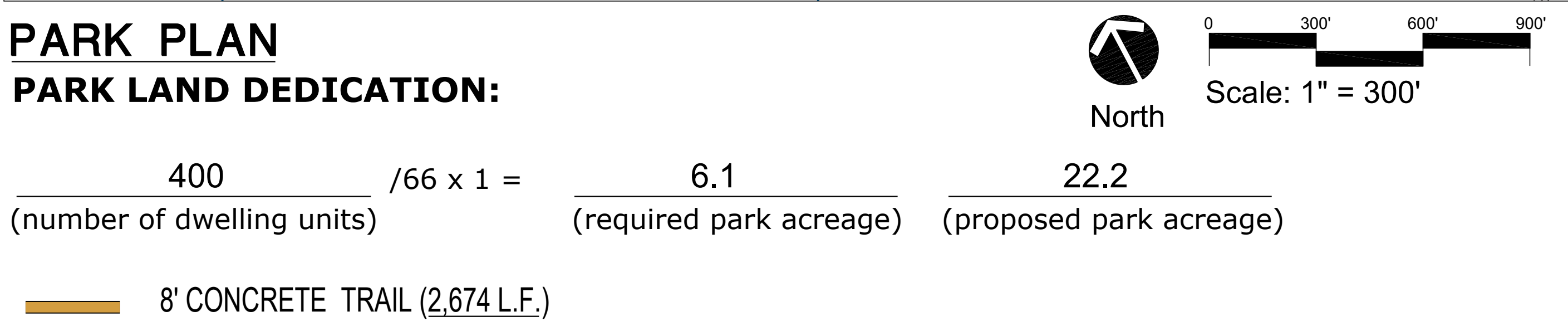
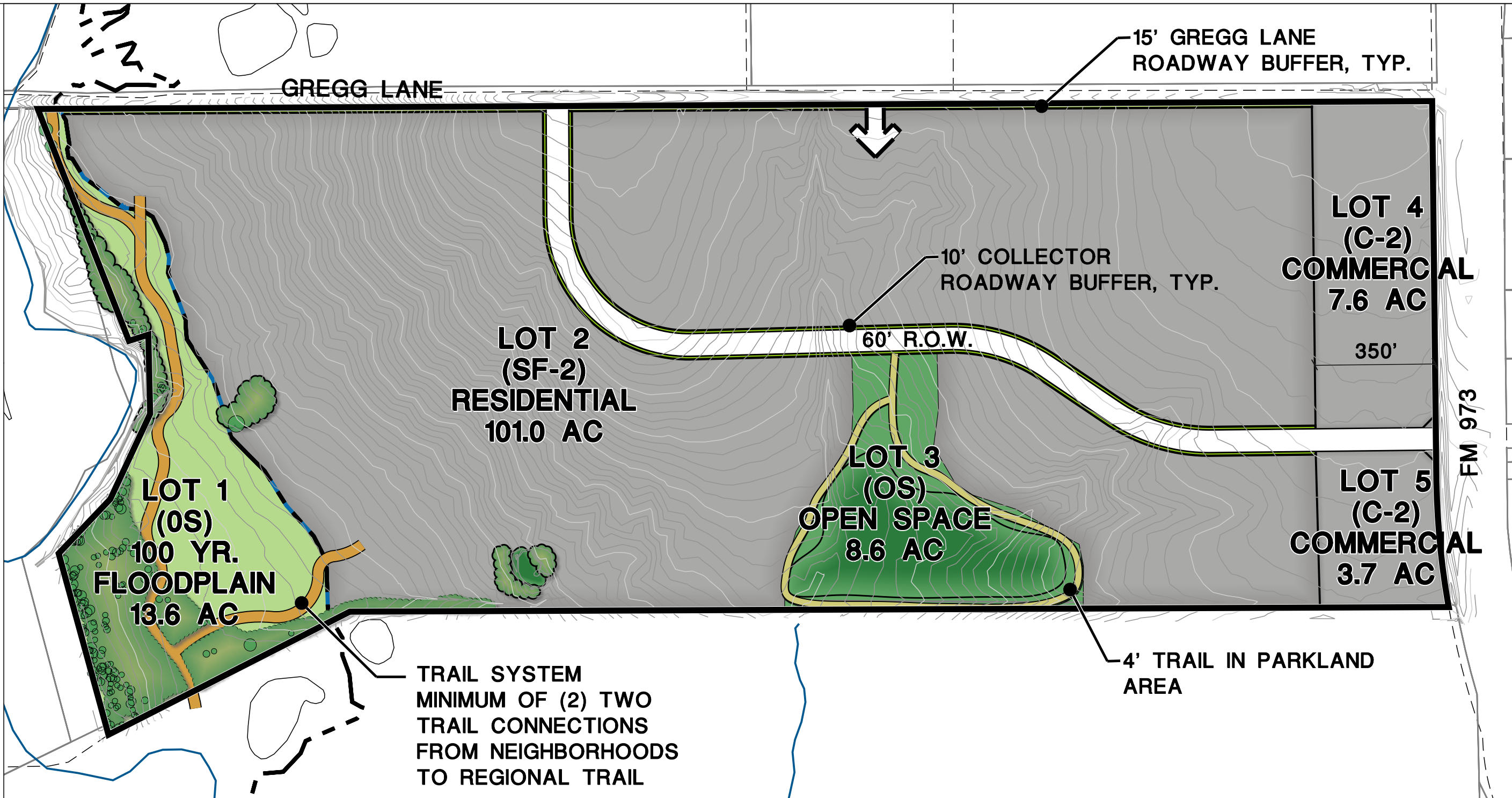
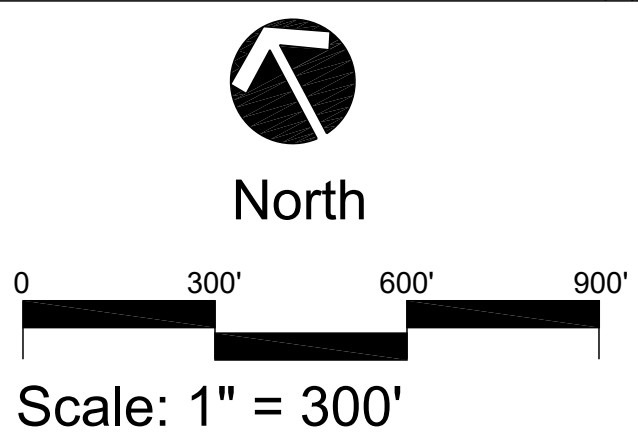
It is the City staff's recommendation that the City Council conduct a public hearing.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		



LAND USE PARCEL TABLE			
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	101.0 ACRES	400 LOTS	4.0 DU/AC
(C-2) MEDIUM COMMERCIAL	11.3 ACRES	2 LOTS	
(OS) FLOODPLAIN	13.6 ACRES	1 LOTS	
(OS) OPEN SPACE	8.6 ACRES	1 LOTS	
TOTAL	134.5 ACRES		3.0 DU/AC

LEGEND	
	PLAN BOUNDARY
	PROPOSED RIGHT-OF-WAY
	CITY LIMITS
	4' WALKS
	8' TRAILS



**A. Purpose and Intent**

- The Monarch Ranch Planned Unit Development (PUD) is comprised of approximately 134.5 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.

**B. Applicability and Base Zoning**

- All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
- For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:
  - SF-2 (Single-Family Standard)
  - C-2 (Medium Commercial)

**C. Conceptual Site Layout and Land Use Plan**

- The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Final PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.

**D. Allowable/Prohibited Uses**

- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be four hundred (400). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
- The following uses shall be prohibited within the C-2 area of the PUD:
  - Amusement (outdoor)
  - Automobile Repair (minor)
  - Automobile Repair (major)
  - Commercial Off-Street Parking
  - Contractor's Shop
  - Financial Services (alternative)
  - Funeral Services
  - Kennel
  - Laundry Services
  - Mini-Storage Warehouse
  - Off-Site Accessory Parking
  - Pawnshop
  - Recreational Vehicle Sales and Rental
  - Truck and Trailer Sales and Rental
  - Veterinary Service, Large

**E. Residential Development Standards**

- To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
  - A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
  - A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.
- The Monarch Ranch residential development will comply with the Development Standards set forth below:

**RESIDENTIAL USES**

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)  
Lot Width: (minimum)50 ft.  
Front Setback: (minimum)25 ft.  
Side Setback: (minimum)5 ft.  
Street Side Setback: (minimum)15 ft.  
Rear Setback to residential:(minimum)10 ft.  
Rear Setback to commercial: 15 ft  
Minimum dwelling unit size: 1,700 sq. ft.  
Maximum building coverage: 50%  
Maximum building coverage plus accessory structures: 60%

- Standards not listed follow code, as amended

**F. Commercial Development Standards**

- The Monarch Ranch commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.

**G. Drainage Dedication and Facilities**

- Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

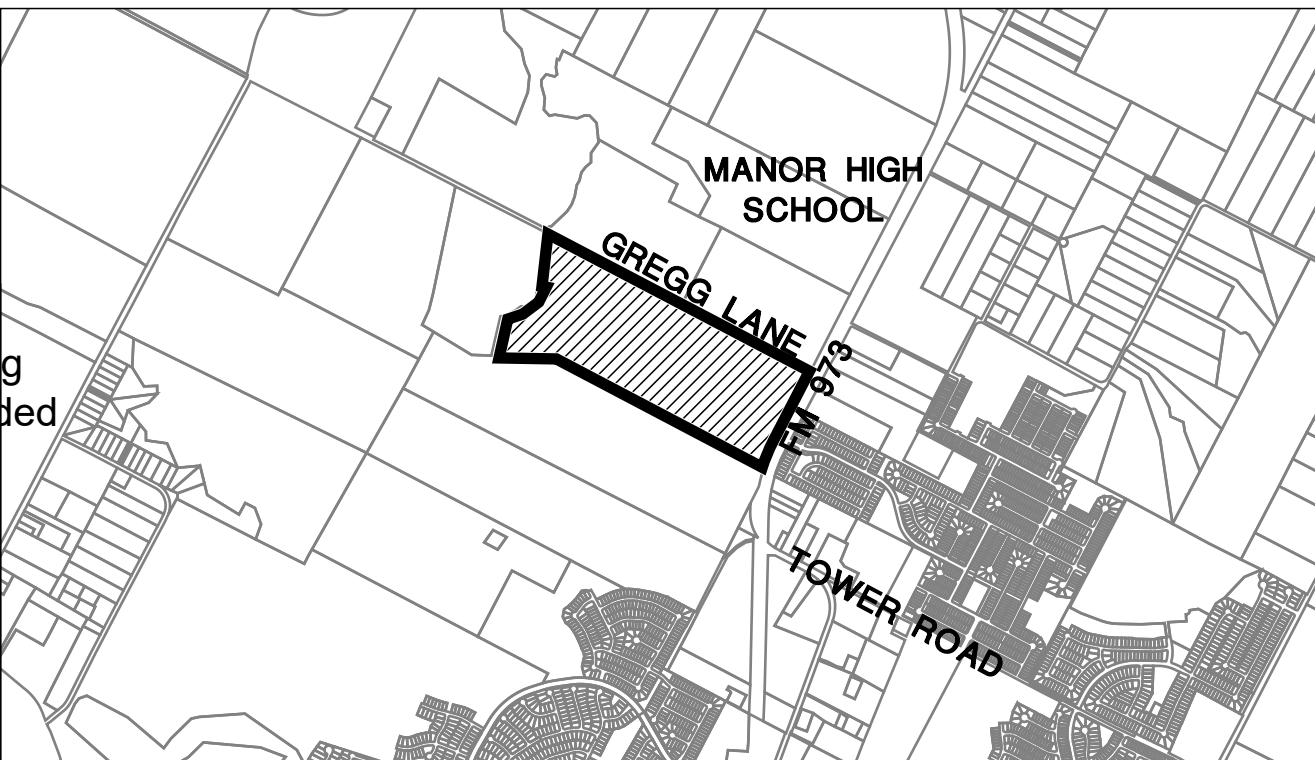
**H. Parkland and Open Space**

- This Final PUD Site Plan provides approximately 22.2 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.
- An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
- Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
  - Age 5-12 playground
  - Age 2-5 playground
  - Parking area with a minimum of 20 parking spaces
  - Minimum 10,000 square foot dog park (may be allowed within detention area)
  - Minimum 20 foot by 30 foot picnic pavilion
- A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development. The private amenity portion of the overall parkland will be a maximum of 2 acres.
- A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.
- The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Monarch Ranch Homeowner's Association.

**I. Landscaping**

- Gregg Lane Landscape Buffer
  - A minimum fifteen (15) foot landscape buffer, measured from the edge of the Gregg Lane right of way, shall be provided. Four (4), minimum three (3) inch caliper, Type A large or Type B medium native trees (as defined by the Manor Code of Ordinances) and fifteen (15), minimum three (3) gallon, shrubs shall be planted per 200 linear feet of landscape buffer. A minimum four (4) foot wide, concrete sidewalk shall be provided within the Gregg Lane Landscape Buffer or the expanded right of way for Gregg Lane. Location and alignment of the sidewalk shall be coordinated during the Preliminary Plan stage of development.
- Unloaded Collector Landscape Buffer.
  - For internal, unloaded collector roadways, a minimum ten (10) foot landscape buffer, measured from the edge of the collector right of way, shall be provided. One (1), minimum three (3) inch caliper, Type A large or Type B medium native tree (as defined by the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
- Storm Water Detention
  - Storm water detention facilities shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
- Masonry wall shall be provided along the rear and side lotlines of lots that back up to an unloaded collector and Gregg Lane. Masonry shall include brick, stone, stucco or concrete panel fencing. Stone or brick columns shall be provided a minimum of every 300 feet. Walls should be minimized and varied whenever possible to avoid a tunnel effect along the collector roadway.
- All landscape buffers and walls shall be privately maintained by the Monarch Ranch Homeowners Association.

**VICINITY MAP**  
Scale: 1" = 1/2 Mile



Approval and authorized for record by the City Council for the City of Manor, Texas.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Honorable Mayor Dr. Larry Wallace Jr.  
Mayor of the City of Manor, Texas

This Final PUD Site Plan has been submitted to and considered by the Planning and Zoning Commission of the City of Manor, Texas, and is hereby recommended for approval by the City Council.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Philip Tryon, Chairperson

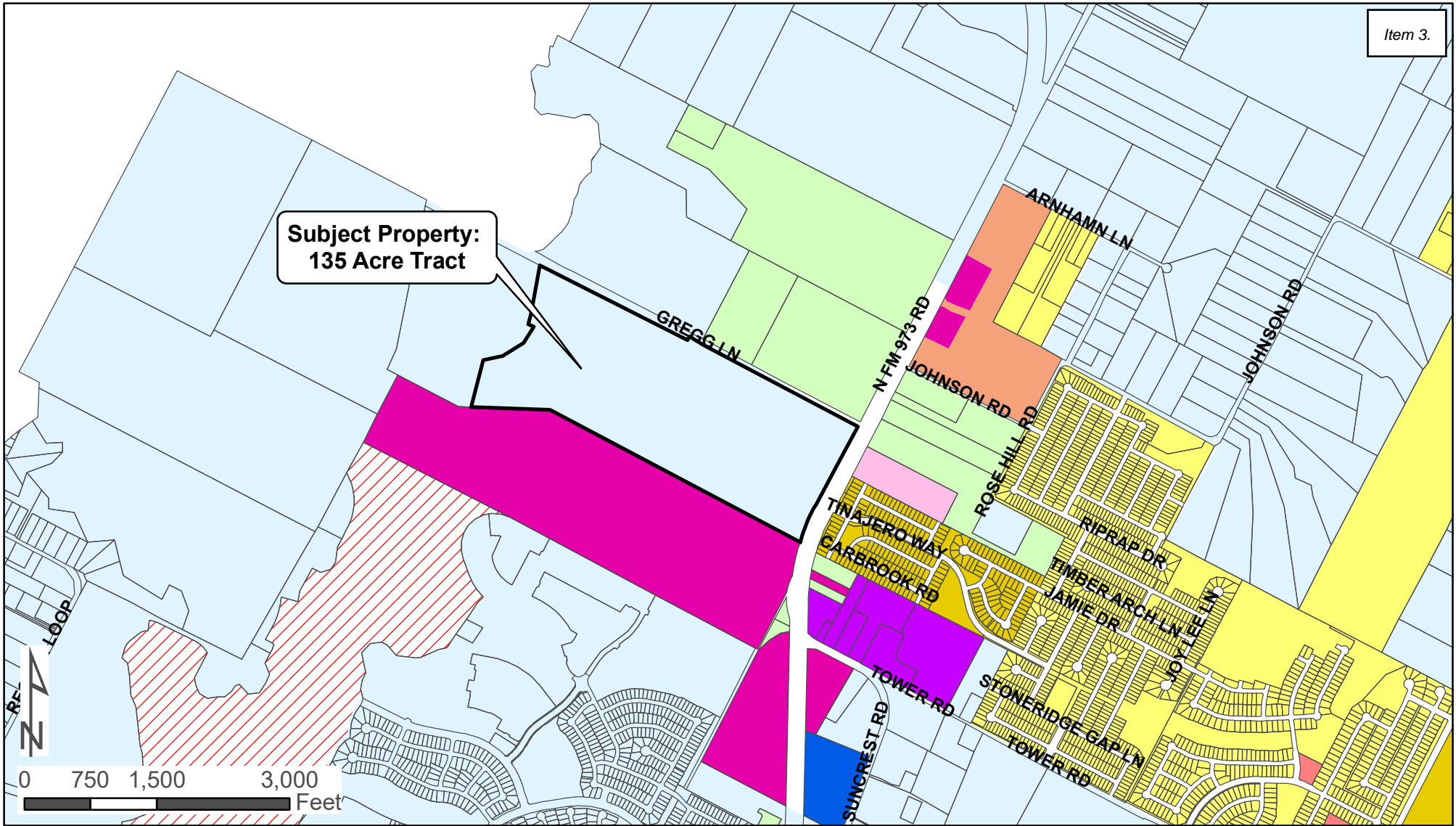
Z:\210038-BBGR\Cadfiles\PLANNING\Submittals\Preliminary PUD Site Plan.dwg	
Issued:	
1. PUD Submittal	5/24/2021
2.	
3.	
4.	
5.	
Revisions:	
1. PUD Submittal	7/29/2021
2. PUD Submittal	8/30/2021
3. PUD Submittal	11/11/2021
4.	
5.	
Issue Date:	

Drawn By:  
Reviewed By: MB

Project No.  
210038 - BBGR

SHEET \_\_1\_\_ of \_\_1\_\_

Subject Property:  
135 Acre Tract



## Proposed Zoning: Planned Unit Development (PUD)

### Zone

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



November 17, 2021

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2021-P-1387-ZO

Case Manager: Scott Dunlop

Contact: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org) - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 135 acres, more or less, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).**

***Applicant:* SEC Planning**

***Owner:* Enfield Partners, LLC**

The Planning and Zoning Commission will meet at 6:30PM on December 8, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on December 15, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

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

CITY OF PFLUGERVILLE  
PO BOX 589  
PFLUGERVILLE, TX 78691-0589

GREGG LANE DEV LLC  
101 PARKLANE BLVD STE 102  
SUGAR LAND, TX 77478-5521

BOARD OF TRUSTEES OF THE MANOR  
INDEPENDENT SCHOOL DISTRICT  
% DENNIS ANDERSON ETAL  
533 HIWASEE ROAD  
WAXAHACHIE, TX 75165-6448

UNITED STATES OF AMERICA  
UNITED STATES ATTORNEYS' OFFICE  
% ANDERSON DENNIS ETAL  
533 HIWASEE RD  
WAXAHACHIE, TX 75165-6448

RUST CREEK LLC  
9606 OLD MANOR RD #1  
AUSTIN, TX 78724-1114

WALLACE H DALTON  
9505 JOHNNY MORRIS RD  
AUSTIN, TX 78724-1527

STRABO HOLDINGS LLC  
13510 BROADMEADE AVE  
AUSTIN, TX 78729

FOXTROT HOLDING LLC  
14605 FM 973 N  
MANOR, TX 78653-3539

SW HOMEOWNERS ASSOCIATION INC  
9601 AMBERGLEN BLVD STE 150  
AUSTIN, TX 78729-1190

HOLLEY EBONY L & TERRY G JR  
14526 PERNELLA RD  
MANOR, TX 78653-2062

BLAKELY ARTURO S V & JENNIFER A  
14522 PERNELLA RD  
MANOR, TX 78653-2062

SHEPPERD RICHARD &  
ROSE MARY SHEPPERD  
14518 PERNELLA RD  
MANOR, TX 78653-2062

AGUILERA JAVIER R &  
LAURA GUDINO PENA & RAUL PENA &  
LUZ ROSAS DE GUDINO  
14514 PERNELLA RD  
MANOR, TX 78653-2062

RODARTE GAMALIEL & ALEXANDRIA  
14510 PERNALLA RD  
MANOR, TX 78653-2062

MORALES GERARDO M  
14506 PERNELLA RD  
MANOR, TX 78653-2062

CONTINENTAL HOMES OF TEXAS LP  
10700 PECAN PARK BLVD SUITE 400  
AUSTIN, TX 78750-1227

CHAPARRO JUAN P &  
SULEIVA CHAPARRO-RODRIGUEZ  
14408 PERNELLA RD  
MANOR, TX 78653-2061

CLARK MARY M  
14404 PERNELLA RD  
MANOR, TX 78653-2061

ESCOBEDO KRISTINE A & MATTHEW J  
14400 PERNELLA RD  
MANOR, TX 78653-2061

ESTRADA GILBERTO A & MARIA D  
14411 FM 973 N  
MANOR, TX 78653



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021

**PREPARED BY:** Pauline M. Gray, P.E.

**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.

### BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The Committee has met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fee Land Use Assumptions and Capital Improvements Plan. It is recommended by the Advisory Committee to conduct the Public Hearing.

**LEGAL REVIEW:** No

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Land Use Assumption Map
- Water and Wastewater Capital Improvement Projects

### STAFF RECOMMENDATION:

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

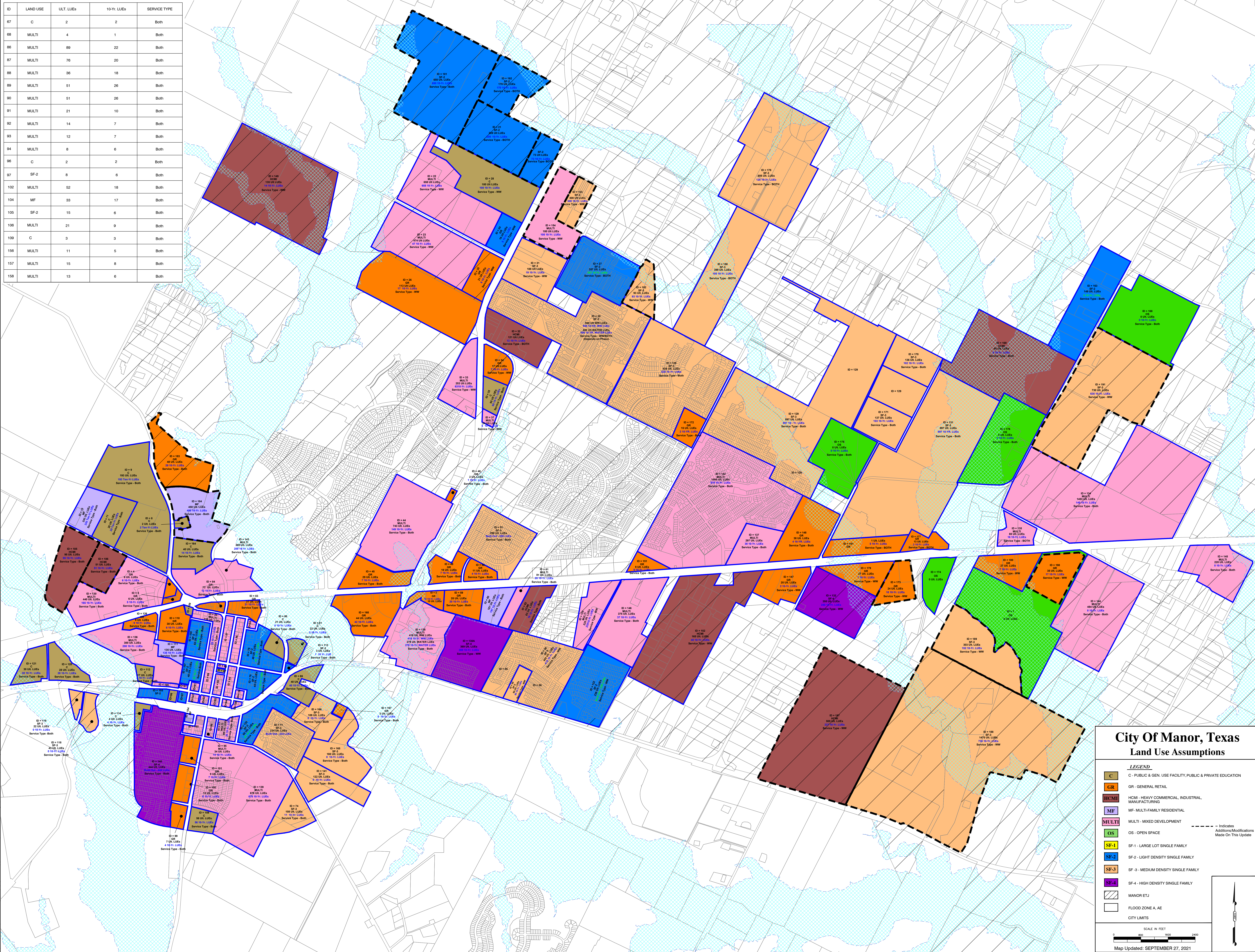
**PLANNING & ZONING COMMISSION:**

**Recommend Approval**

**Disapproval**

**None**

ID	LAND USE	ULT. LUEs	10-Yr. LUEs	SERVICE TYPE
67	C	2	2	Both
68	MULTI	4	1	Both
86	MULTI	89	22	Both
87	MULTI	78	20	Both
88	MULTI	36	18	Both
89	MULTI	51	26	Both
90	MULTI	51	26	Both
91	MULTI	21	10	Both
92	MULTI	14	7	Both
93	MULTI	12	7	Both
94	MULTI	8	6	Both
96	C	2	2	Both
97	SF-2	8	6	Both
102	MULTI	52	18	Both
104	MF	33	17	Both
105	SF-2	15	6	Both
106	MULTI	21	9	Both
109	C	3	3	Both
156	MULTI	11	5	Both
157	MULTI	15	8	Both
158	MULTI	13	6	Both



### City of Manor, Texas

#### Land Use Assumptions

**LEGEND**


- C - PUBLIC & GEN. USE FACILITY, PUBLIC & PRIVATE EDUCATION
- GR - GENERAL RETAIL
- HCM - HEAVY COMMERCIAL, INDUSTRIAL, MANUFACTURING
- MF - MULTI-FAMILY RESIDENTIAL
- MULTI - MULTI-MIXED DEVELOPMENT
- OS - OPEN SPACE
- SF-1 - LARGE LOT SINGLE FAMILY
- SF-2 - LIGHT DENSITY SINGLE FAMILY
- SF-3 - MEDIUM DENSITY SINGLE FAMILY
- SF-4 - HIGH DENSITY SINGLE FAMILY
- MANOR ETJ
- FLOOD ZONE A, AE
- CITY LIMITS


--- Indicates Additions/Modifications Made On This Update


SCALE IN FEET  
0 800 1600 2400

Map Updated: SEPTEMBER 27, 2021


Legend


 Proposed Storage Tank


 Existing Storage Tank


 12" Water Main


 12"/16" Water Main


 16" Water Main

 ETJ

 City Limits

 Water Main

 Creeks

 10 Yr. Wastewater Service Area

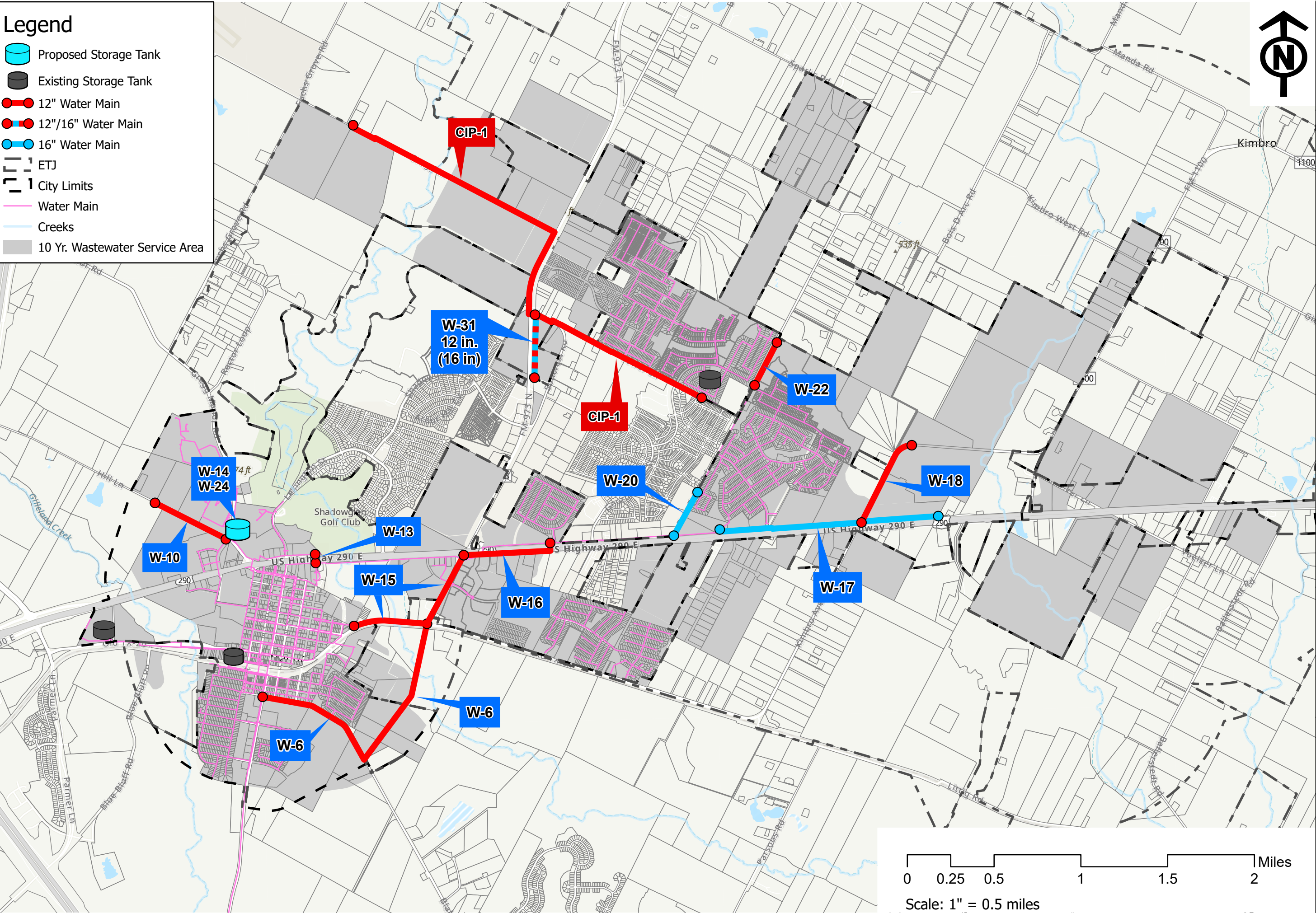


EXHIBIT A-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
NOVEMBER 2021

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2020 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2021	Blake Manor Road Water Line	12	inch	3,200	\$ 268,800.00	0.050	20	\$ 322,560.00	\$ 48,400.00	\$ 48,200.00	\$ 253,529.66	\$ 673,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2020	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 333,270.00	\$ 50,000.00	\$ 46,000.00	\$ 259,644.71	\$ 689,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2023	US 290 Crossing at Golf Course	12	inch	250	\$ 100,000.00	0.050	20	\$ 130,000.00	\$ 19,500.00	\$ 22,400.00	\$ 103,974.01	\$ 276,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2022	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,125,000.00	\$ 468,800.00	\$ 503,100.00	\$ 2,478,017.11	\$ 6,575,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2022	US 290 Water Line	12	inch	2900	\$ 275,000.00	0.050	20	\$ 343,750.00	\$ 51,600.00	\$ 55,300.00	\$ 272,576.44	\$ 723,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2020	US 290 Water Line	16	inch	4400	\$ 540,000.00	0.050	20	\$ 621,000.00	\$ 93,200.00	\$ 85,700.00	\$ 483,820.91	\$ 1,284,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2020	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 545,100.00	\$ 81,800.00	\$ 75,200.00	\$ 424,666.41	\$ 1,127,000.00	Transmission main to serve new growth north of US 290
W-20	2023	Bois D'Arc Lane Water Line	16	inch	2700	\$ 302,400.00	0.050	20	\$ 393,120.00	\$ 59,000.00	\$ 67,800.00	\$ 314,474.52	\$ 834,000.00	Transmission main to improve delivery of water from East EST
W-22	2023	Bois D'Arc Lane Water Line	12	inch	2500	\$ 210,000.00	0.050	20	\$ 273,000.00	\$ 41,000.00	\$ 47,100.00	\$ 218,411.96	\$ 580,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	12	inch	5200	\$ 436,800.00	0.050	20	\$ 546,000.00	\$ 81,900.00	\$ 87,900.00	\$ 432,952.88	\$ 1,149,000.00	Transmission main along FM 973 from Tower Road to Canopy Lane to serve new growth.
Water CIP-1	2020	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,560,000.00	0.050	20	\$ 1,794,000.00	\$ 269,100.00	\$ 247,600.00	\$ 1,397,630.92	\$ 3,708,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total													\$ 20,564,000.00	

Notes:  
Water LUEs are defined as requiring 451 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.

# Legend

- LS Lift Station
- Wastewater Treatment Plant
- Force Main
- Gravity Main
- 10 Yr. Wastewater Service Area
- ETJ
- City Limits
- Sewer Main
- Creeks

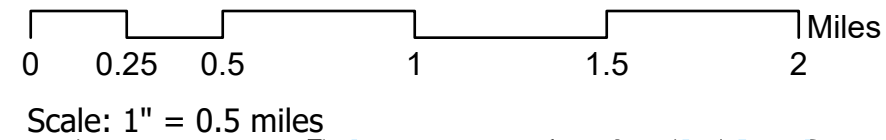
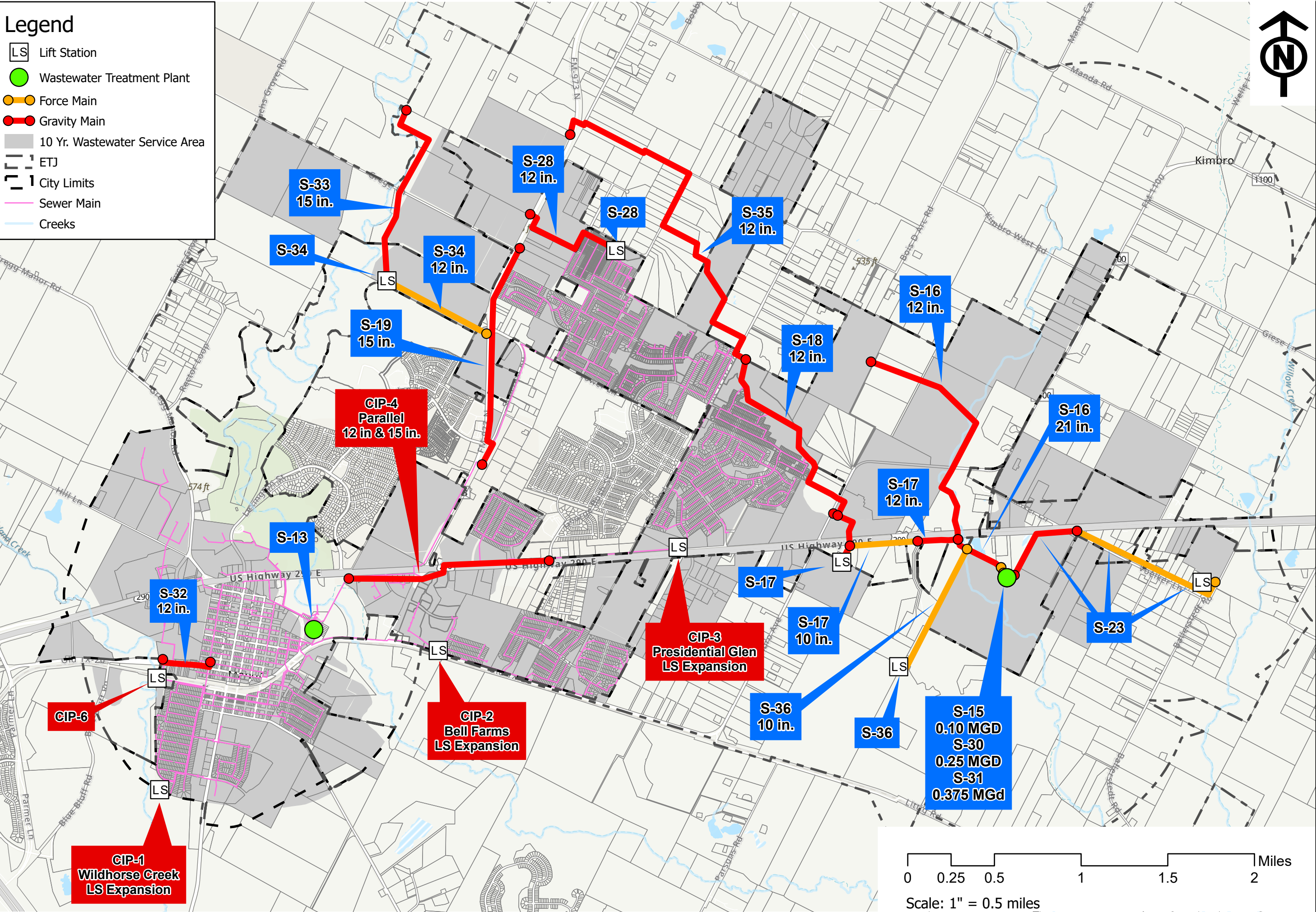


EXHIBIT A-4  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
NOVEMBER 202

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

Project No.	Year	Description	Construction Cost (2021 Dollars)	Interest	Period (months)	Payment	Total Payment	Size	Length	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2020	Addl. Wilbarger WWTP Capacity	\$ 16,825,000.00	0.00425	240	\$ 145,667.98	\$ 34,960,314.38	1.33 MGD		\$ 19,348,750.00	\$ 2,140,000.00	\$ 400,000.00	\$ 13,071,564.38	\$ 34,960,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2021	Cottonwood WWTP, Phase 1, 0.20 MGD	\$5,119,897.50	0.00425	240	\$ 49,195.04	\$ 11,806,810.71	0.20 MGD		\$ 6,143,877.00	\$ 398,000.00	\$ 850,400.00	\$ 4,414,533.71	\$ 11,807,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2021	East Cottonwood Gravity Line	\$ 1,750,000.00	0.00425	240	\$ 14,773.93	\$ 3,545,743.72	12"	3,200	\$ 2,100,000.00	\$ 51,000.00	\$ 69,000.00	\$ 1,325,743.72	\$ 3,546,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2021	West Cottonwood LS and FM	\$ 1,000,000.00	0.00425	240	\$ 8,837.74	\$ 2,121,057.51	6" FM and 350 gpm LS	3,700	\$ 1,200,000.00	\$ 79,000.00	\$ 49,000.00	\$ 793,057.51	\$ 2,121,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2022	West Cottonwood Gravity Line, Phase 2	\$ 984,000.00	0.00425	240	\$ 8,917.60	\$ 2,140,223.69	15"	8,200	\$ 1,230,000.00	\$ 64,000.00	\$ 46,000.00	\$ 800,223.69	\$ 2,140,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2022	FM 973 Gravity Wastewater Line	\$ 700,000.00	0.00425	240	\$ 6,139.30	\$ 1,473,432.00	15"	5,800	\$ 875,000.00	\$ 131,300.00	\$ 106,100.00	\$ 361,032.00	\$ 1,473,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 750,000.00	0.00425	240	\$ 8,988.81	\$ 2,157,313.53	200 gpm		\$ 1,012,500.00	\$ 151,900.00	\$ 186,300.00	\$ 806,613.53	\$ 2,157,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-28	2018	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 26,271.96	0.00425	240	\$ 210.84	\$ 50,601.98	12"	3,100	\$ 27,585.56	\$ 4,096.48	\$ -	\$ 18,919.94	\$ 51,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2022	Expand Cottonwood WWTP to 0.40 MGD Capacity	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	0.40 MGD		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.50 MGD Capacity	\$ 2,500,000.00	0.00425	240	\$ 31,340.04	\$ 7,521,608.52	0.50 MGD		\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,812,308.52	\$ 7,522,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-32	2021	Bastrop-Parsons WW Improvements	\$ 418,097.00	0.00425	240	\$ 4,339.12	\$ 1,041,388.76	12"		\$ 501,716.40	\$ 75,300.00	\$ 75,000.00	\$ 389,372.36	\$ 1,041,000.00	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth
S-33	2022	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	\$ 750,000.00	0.00425	240	\$ 8,178.90	\$ 1,962,936.50	15"	6,200	\$ 937,500.00	\$ 140,600.00	\$ 150,900.00	\$ 733,936.50	\$ 1,963,000.00	New wastewater line to serve growth along Gregg Lane.
S-34	2022	Wilbarger Basin lift station and force main (off Gregg Lane)	\$ 1,000,000.00	0.00425	240	\$ 10,906.09	\$ 2,617,461.63	12" FM and 225 gpm LS	3,500	\$ 1,250,000.00	\$ 187,500.00	\$ 201,300.00	\$ 978,661.63	\$ 2,617,000.00	New lift station and force main to servie growth along Gregg Lane.
S-35	2022	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	\$ 850,000.00	0.00425	240	\$ 9,270.31	\$ 2,224,874.33	12"	8,130	\$ 1,062,500.00	\$ 159,400.00	\$ 171,100.00	\$ 831,874.33	\$ 2,225,000.00	Option 1 -New gravity wastewater line to extend wastewater service to City Limits for future growth.
S-36	2022	Lift Station and Force main to Cottonwood WWTP	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	10" FM 1,575 LUEs		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New lift station and force main to serve areas south of US Hwy 290 along Old Kimbro Road.
CIP-1	2021	Wildhorse Creek Lift Station Expansion	\$ 750,000.00	0.00425	240	\$ 7,520.06	\$ 1,804,815.50	1,075 gpm, 2nd WW		\$ 900,000.00	\$ 135,000.00	\$ 95,000.00	\$ 75,900.00	\$ 1,206,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2022	Bell Farms Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	1,400 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 730 LUES. Current phase 1 capacity is 1264 LUES. Ultimate Capcity at phase 2 is 2172.
CIP-3	2022	Presidential Glen Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	2,275 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 1281 LUES. Actual phase 1 capacity with current wastewater flows is in excess of 1500 LUES. Ultimate Capcity at phase 2 is 3517.
CIP-4	2022	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	\$ 6,579.87	\$ 1,579,169.64	12" & 15"	1,566 & 2,760	\$ 754,222.50	\$ 113,100.00	\$ 121,400.00	\$ 590,447.14	\$ 1,579,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2020	Travis County Rural Center Lift Station, force main	\$ 1,931,000.00	0.00425	240	\$ 16,288.93	\$ 3,909,342.17	500 gpm	500	\$ 2,220,650.00	\$ 127,000.00	\$ 100,000.00	\$ 1,461,692.17	\$ 3,909,000.00	Lift Station and Force Main from Rural Center to existing wastewater line



Total: \$ 92,623,000.00



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance annexing of 3.398 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of Manor, Texas, at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.

### BACKGROUND/SUMMARY:

This property had entered into a non-annexation development agreement in 2017. The tract is on both the west and east sides of N. FM 973 by the new Compass Rose School. Only the east portion of the tract is proposed to be annexed with the remainder staying under a non-annexation development agreement.

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

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council postpone the public hearing until the January 5<sup>th</sup> City Council meeting.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance annexing of 134.529 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of Manor, Texas, at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.

### BACKGROUND/SUMMARY:

This tract is at the SW corner of N. FM 973 and Gregg Lane; across 973 from Stonewater. An approximately 400 single family home subdivision with commercial along 973 is proposed. It is the Enfield – Monarch Ranch Development. The property is under a non-annexation development agreement from 2017 which requires the property to annex into the city limits when any change in land use is filed. They are currently going through the rezoning process and have had the Preliminary PUD Site Plan approved and have filed their Final PUD Site Plan.

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

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council postpone the public hearing until the January 5<sup>th</sup> City Council meeting.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the December 1, 2021, City Council Regular Meeting.

### BACKGROUND/SUMMARY:

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

- December 1, 2021, City Council Regular Meeting

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City Council Minutes of the December 1, 2021, City Council Regular Meeting.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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**CITY COUNCIL  
REGULAR SESSION MINUTES  
DECEMBER 1, 2021**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Dunlop, Interim City Manager  
Lluvia T. Almaraz, City Secretary  
Veronica Rivera, Assistant City Attorney  
Sarah Friberg, Court Administrator  
Frank T. Phelan, P.E., City Engineer  
Veronica Rivera, Assistant City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:01 p.m. on Wednesday, December 1, 2021, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the direction of Mayor Harvey, Council Member Wallace led the Pledge of Allegiance.

**PRESENTATIONS**

- A. Introduction of newly appointed Presiding Judge John Yager and Associate Judge Charles Carver; and Oath-of-Office administered by City Secretary.**

Court Administrator Friberg introduced Presiding Judge John Yager and Associate Judge Charles Carver; and City Secretary Almaraz administer oath-of-office to Judge Yager and Associate Judge Carver.

## **PUBLIC COMMENTS**

No one appeared at this time.

## **REPORTS**

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

### **A. Healthcare Committee – Presentation by Dr. Karen Smith – Mental Health and Wellness Services**

Council Member Weir introduced Dr. Karen Smith. Dr. Smith presented and discussed the attached Power Point Presentation.

Dr. Smith briefly introduced Shanetra Fowler, Clinical Therapist, Coach, and Consultant with RS&D.

### **B. 2021 TML Economic Development Conference**

Interim City Manager Dunlop and Council Member Wallace gave an update on the 2021 TML Economic Development Conference they attended on November 11-12, 2021 in Bastrop, TX.

## **CONSENT AGENDA**

### **1. Consideration, discussion, and possible action to approve the City Council Minutes of the November 3, 2021, City Council Regular Meeting.**

- **November 3, 2021, City Council Regular Meeting**
- **November 15, 2021, City Council Special Session – Canvass**
- **November 15, 2021, City Council Special Session – Orientation; and**
- **November 17, 2021, City Council Regular Meeting**

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Amezcua, to approve the consent agenda.

Mayor Harvey highlighted the City Manager's brochure and recommended for future professional positions for the city be highlighted in the same matter with brochures.

There was no further discussion.

**Motion to approve carried 6-0**

## REGULAR AGENDA

2. **Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project).**

The City staff recommended that the City Council approve Resolution No. 2021-25 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project).

Assistant City Attorney Rivera discussed the proposed resolution.

Resolution No. 2021-25: A Resolution of the City of Manor, Texas Approving and Authorizing the First Amendment to the Indenture of Trust.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Wallace, to approve Resolution No. 2021-25 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2020 (Lagos Public Improvement District Major Improvement Area Project).

There was no further discussion.

**Motion to approve carried 6-0**

3. **Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).**

The City staff recommended that the City Council approve Resolution No. 2021-26 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

Assistant City Attorney Rivera discussed the proposed resolution.

Resolution No. 2021-26: A Resolution of the City of Manor, Texas Approving and Authorizing the First Amendment to the Indenture of Trust.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Moreno, to approve Resolution No. 2021-26 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

There was no further discussion.

**Motion to approve carried 6-0**

**4. Consideration, discussion, and possible action on a resolution approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).**

The City staff recommended that the City Council approve Resolution No. 2021-27 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

Assistant City Attorney Rivera discussed the proposed resolution.

Resolution No. 2021-27: A Resolution of the City of Manor, Texas Approving and Authorizing the First Amendment to the Indenture of Trust.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Amezcua, to approve Resolution No. 2021-27 approving and authorizing the First Amendment to the Indenture of Trust - City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

There was no further discussion.

**Motion to approve carried 6-0**

**5. Consideration, discussion, and possible action on a resolution accepting the petition for the annexation of 3.398 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.**

The City staff recommended that the City Council approve Resolution No. 2021-28 accepting the petition for the annexation of 3.398 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

Interim City Manager Dunlop discussed the proposed annexation.

Resolution No. 2021-28: A Resolution of The City of Manor, Texas, Accepting the Petition for Annexation of 3.398 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Weir, to approve Resolution no. 2021-28 accepting the petition for the annexation of 3.398 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

There was no further discussion.

**Motion to approve carried 6-0**

- 6. Consideration, discussion, and possible action on a resolution accepting the petition for the annexation of 134.529 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.**

The City staff recommended that the City Council approve Resolution No. 2021-29 accepting the petition for the annexation of 134.529 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

Interim City Manager Dunlop discussed the proposed annexation.

Resolution No. 2021-29: A Resolution of the City of Manor, Texas, Accepting the Petition for Annexation of 134.529 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Amezcua to approve Resolution No. 2021-29 accepting the petition for the annexation of 134.529 acres of land, more or less, and being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

There was no further discussion.

**Motion to approve carried 6-0**

- 7. Consideration, discussion, and possible action on a Statement of Work No. 10 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Bond-funded Water and Wastewater Capital Improvement Projects.**

The City staff recommended that the City Council approve the Statement of Work #10 to the existing Master Services Agreement with George Butler Associates, Inc. for the FY2021 Bond-Funded Water and Wastewater Capital Improvement Projects.

City Engineer Phelan discussed the proposed Statement of Work #10.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Moreno to approve the Statement of Work #10 to the existing Master Services Agreement with George Butler Associates, Inc. for the FY2021 Bond-Funded Water and Wastewater Capital Improvement Projects.

There was no further discussion.

**Motion to approve carried 6-0**

**8. Consideration, discussion, and possible action on a Statement of Work No. 11 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Capital Metro BCT Paving Improvements Project.**

The City staff recommended that the City Council approve the Statement of Work #11 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Capital Metro BCT Paving Improvements Project.

City Engineer Phelan discussed the proposed Statement of Work #11.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Wallace to approve the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the FY2021 Capital Metro BCT Paving Improvements Project.

There was no further discussion.

**Motion to approve carried 6-0**

**9. Consideration, discussion, and possible action on a Statement of Work No. 12 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Creek West Tributary Sanitary Sewer Extension Project, S-35.**

The City staff recommended that the City Council approve the Statement of Work #12 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Creek West Tributary Sanitary Sewer Extension Project, S-35.

City Engineer Phelan discussed the proposed Statement of Work #12.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Amezcua to approve the Statement of Work #12 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Creek West Tributary Sanitary Sewer Extension Project, S-35.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:16 p.m. on Wednesday, December 1, 2021, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12* at 8:16 p.m. on Wednesday, December 1, 2021.

The Executive Session was adjourned at 8:42 p.m. on Wednesday, December 1, 2021.

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:42 p.m. on Wednesday, December 1, 2021.

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

There was no action taken.

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 8:42 p.m. on Wednesday, December 1, 2021.

These minutes approved by the Manor City Council on the 15<sup>th</sup> day of December 2021. *(Audio recording archived)*

**APPROVED:**

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

**ATTEST:**

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

Draft Minutes

# BEHAVIOR ACTIVATION FOR TEENS

## Building Strength and Resilience with Manor Adolescents

Karen Smith, M.D., M. Ed  
Family Practitioner / Community Volunteer

# Info Session Objectives

- ❑ Introduction of the Manor Community Wellness Alliance
- ❑ Importance of meeting a need in our community
- ❑ Our inspiration for the Behavior Activation Program for Teens
- ❑ Understanding Behavior Activation
- ❑ Role Playing
- ❑ Questions/Answer Session

# The Need

- \* Teens and stress
- \* Effects of the pandemic
- \* Bullying
- \* Effects of virtual learning



# Our Response

1

Use adult  
volunteers to  
partner with teens

2

Develop coping  
skills for use when  
needed

3

Create a sense of  
accomplishment  
and mastery

# Our Inspiration

Dr. Dixon Chibanda

Friendship Bench

Zimbabwe

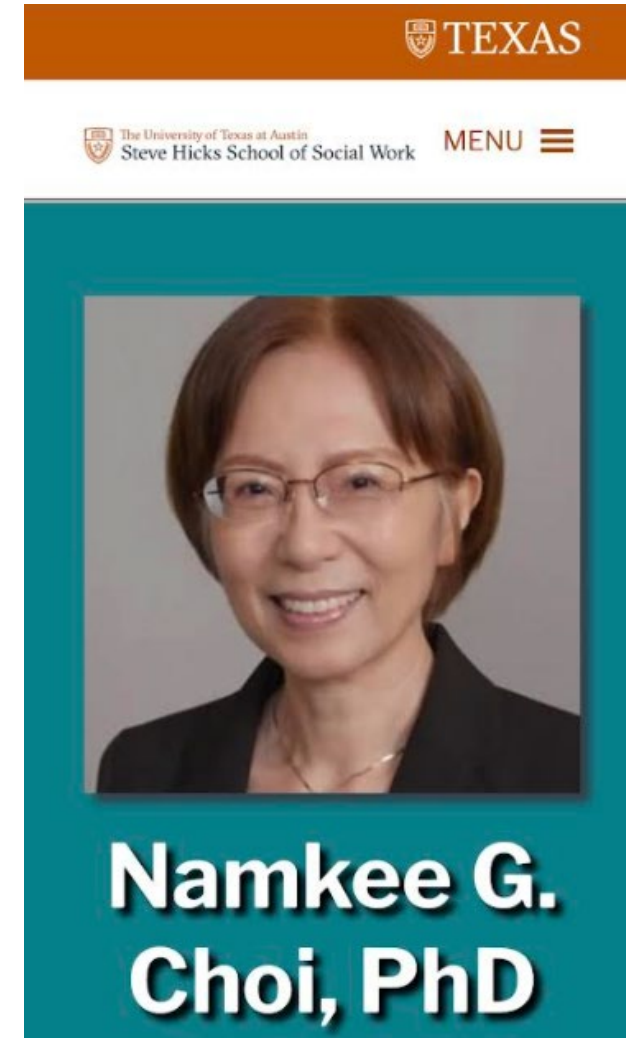
# Introducing Dr. Chibanda:



# Local Resources

Dr. Namkee Choi  
Steve Hicks School of  
Social Work

University of Texas

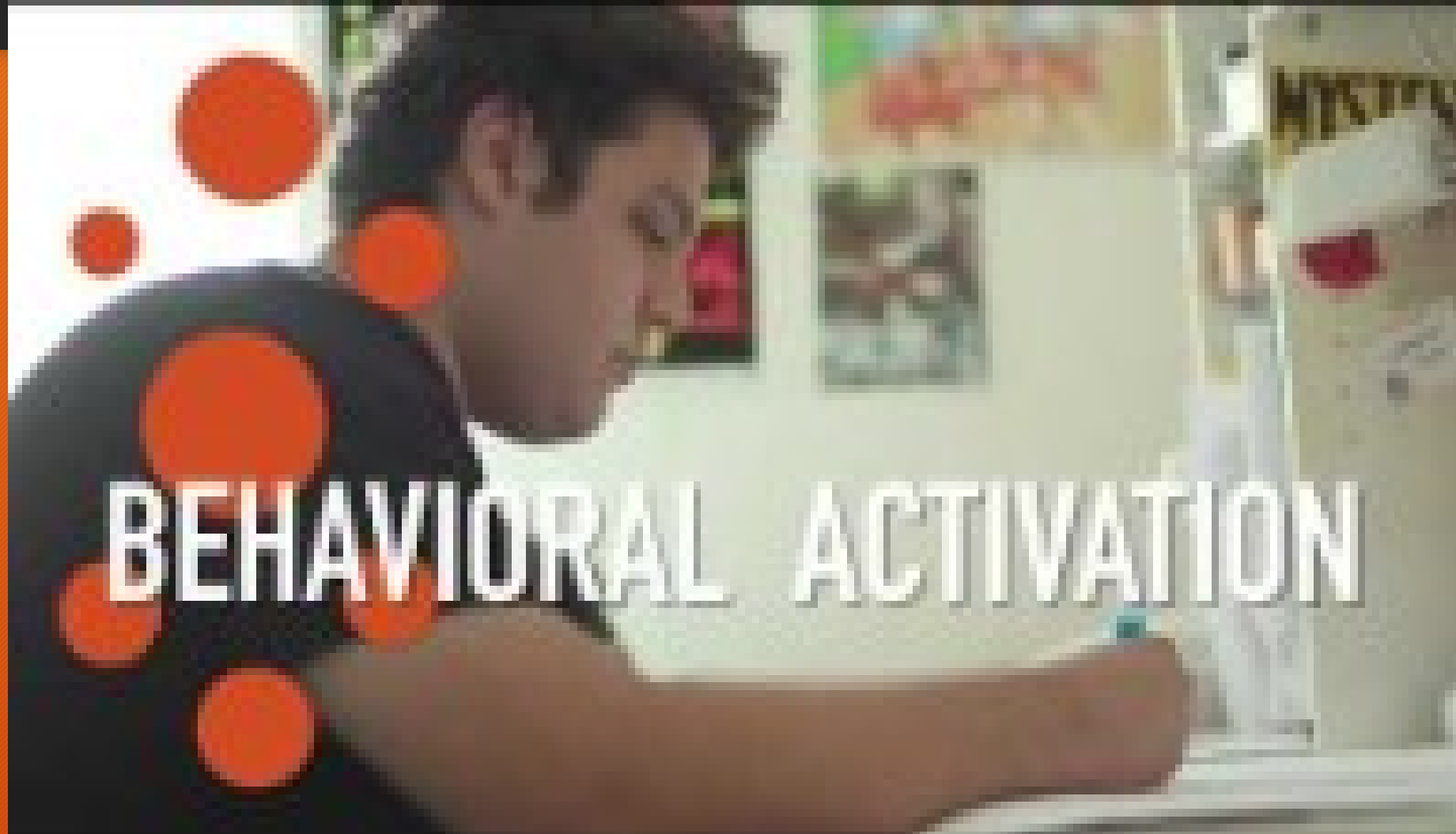


# Behavior Activation

- What is BA?
- How is it done?
- What are the results?
- Does this have to be done with a licensed therapist?



# What is Behavior Activation?



# Behavior Activation

- What is BA?
- How is it done?
- What are the results?
- Does this have to be done with a licensed therapist?



# BA Activity - Role Playing

- Pair off with another person and practice Behavior Activation
- Using the example given to you, talk with your partner
- Listen with your heart to hear their answers
- Set an action plan on the example sheet
- Switch and do Behavior Activation with the other person

# Planning to Get Active

## Using Physical Activity to Feel Better Mentally

One of the best ways to take care of your mental health is by building physical activity into your days. This coping skill is sometimes called Behavioral Activation. Getting active for at least 15 minutes through sports, dance, exercise, or anything that gets your heart rate up, helps interrupt the cycle of inactivity, improves energy, and can offer an important sense of accomplishment. Use this worksheet to help plan some activities for your week and see how it impacts your mood!

### Activities I might like to do:

1.
2.
3.

### TIPS FOR SUCCESS:

- **Don't wait to feel motivated.** Stress and fatigue can lower motivation, making exercise feel impossible. Trust that when you get moving, the energy will find you and you will feel better!
- **Start where you are** and do what you can – this is not about competing with anyone; it's about feeling good.
- Accept that your resources and energy may be depleted and that **small steps do make a difference.**
- Try to do **activities that feel enjoyable** (or used to, even if they don't right now).
- **Get creative.** You can get active outside or at different areas in your home (walking stairs, home exercise programs, virtual dance classes, yoga videos).
- **Be consistent.** Stick to your activity plan and you will see it will become a habit that feels good!

### USE REWARDS TO BOOST MOTIVATION

Identify something you really enjoy that you can pair with your activity or give yourself as a reward afterwards. This will increase the likelihood of accomplishing your goal!

Consider:

- Exercising while you: watch a funny show, listen to a favorite podcast or upbeat album, talk to a friend
- Rewarding yourself after your activities with: a relaxing shower, playing a video game, preparing a favorite snack

The best time for me to be active during the day is:

I am going to try to do my activity for at least  minutes

This week, my goal is to do one of my activity choices at least  days of the week

Some things that might make it harder for me to reach my goal are:

I can try to overcome those barriers by:

### Reward

If I reach my daily goal, I will:



[TRAILStoWellness.org](http://TRAILStoWellness.org)


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Last edited: 05/16/2021

# SWITCH PARTNERS

# BA Activity Schedule Example

For each block of time, list the activity you did and what you experienced at that time

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6-7 am	10 min Walk - felt good						
7-8 am							
8-9 am							
9-10 am		15 min run - happy!		Wrote in my journal - 			
10-11 am							
11-12 Noon							

# Acknowledgements

## Online Pictures

Slide #1, #2, and Slide #9 - Online pictures powered by Bing - Creative Commons - [Creative Commons — Attribution 3.0 Unported — CC BY 3.0](#)

Slide #6 - Dr. Chabanda on YouTube from

Slide #8 - Behavior Activation Video on YouTube from <https://trailstowellness.org> - copyright 2013 The Regents of the University of Michigan

Handout: Planning to Get Active - copyright 2013 The Regents of the University of Michigan.

Website: <https://trailstowellness.org>

# Q&A

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 17, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- November 2021 Department Monthly Reports

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and accept the November 2021 Departmental Reports.

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



# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

12/15/2021

November 2021

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	2350	2291	2.57↑	Patrol Car Rental
Average CFS per day	78.33	73.9	5.99↑	Last Month \$2,430
Open Cases	10	17	41.17↓	YTD \$27,583
Charges Filed	69	51	35.29↑	
Alarm Responses	45	61	26.23↓	
Drug Cases	4	9	55.55↓	
Family Violence	4	9	55.55↓	
Arrests Fel/Misd	17 FEL/52 MISD	19FEL/32MISD	10.5FEL↓/62.5MISD↑	
Animal Control	32	39	17.94↓	
Traffic Accidents	66	45	46.66↑	
DWI Arrests	20	16	25↑	
Traffic Violations	576	896	33.48↓	
Impounds	58	124	53.22↓	
Ordinance Violations	71	70	143↑	
Victim Services Cases	9	53	83.01↓	
Total Victims Served	11	54	79.63↓	
Laboratory Submissions	7	6	16.66↑	

Notes:

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

**November 1-30, 2021**

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$20,000.00	\$252.00	
Commercial Irrigation	1	\$72,000.00	\$4,212.50	
Residential Deck/Patio	3	\$54,500.00	\$381.00	
Residential Demolition	2	\$11,000.00	\$269.00	
Residential Driveway	1	\$5,000.00	\$95.00	
Residential Electrical	13	\$245,042.59	\$1,601.00	
Residential Foundation Repair	5	\$30,865.00	\$485.00	
Residential Irrigation	12	\$3,000.00	\$1,284.00	
Residential Mechanical-HVAC	1	\$4,295.00	\$107.00	
Residential New	72	\$22,884,172.83	\$307,368.20	
Residential Plumbing	5	\$33,150.00	\$535.00	
Totals	116	\$23,363,025.42	\$316,589.70	

Total Certificate of Occupancies Issued: 27

Total Inspections(Comm & Res): 1,000

*Scott Dunlop, Interim City Manager*





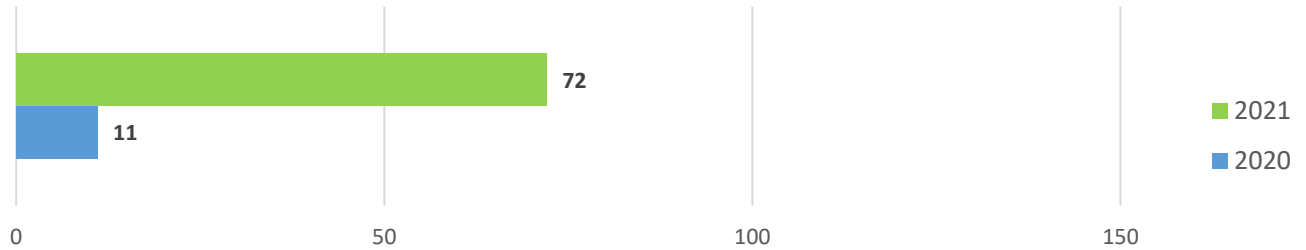
# November 2021

DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR

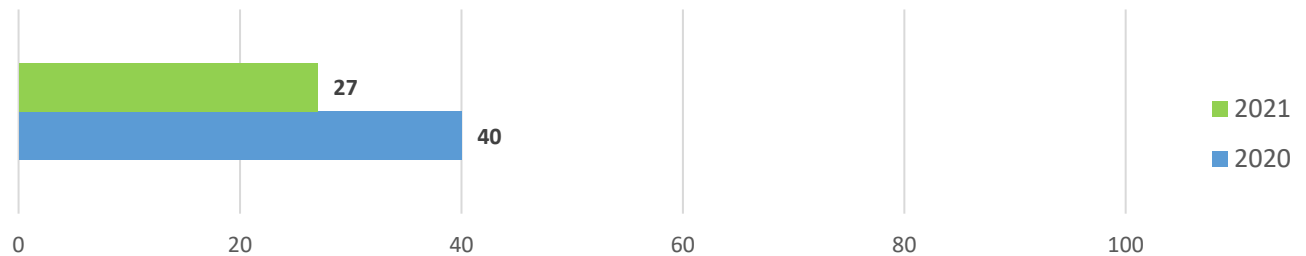
## ALL PERMITS ISSUED



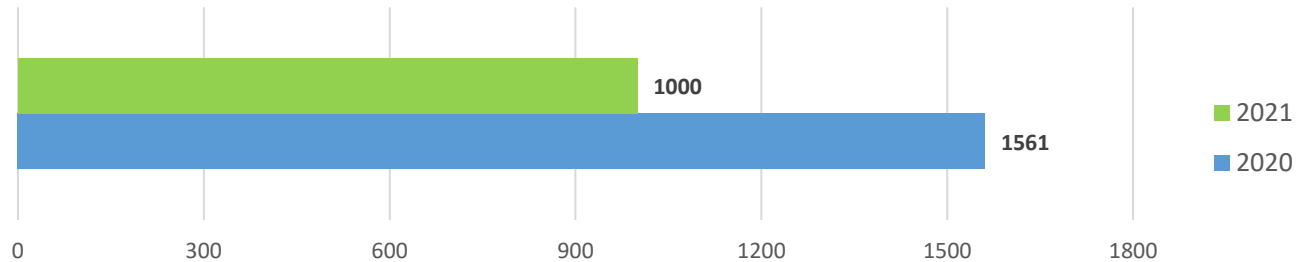
## RESIDENTIAL NEW PERMITS



## COs ISSUED



## INSPECTIONS



\*Charts displayed at different scales



# MEMO

To: Mayor and City Council Members  
 From: Debbie Charbonneau, Heritage & Tourism Manager  
 Date: December 15, 2021  
 RE: **November & December 2021**

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## COMMUNITY MEETINGS

Chamber of Commerce November Board of Directors Meeting – Monday, November 29, 2021  
 Chamber of Commerce December Events Committee Meeting – Thursday, December 16, 2021  
 2022 Sesquicentennial Monthly Meeting – Tuesday, November 9, 2021  
 2022 Sesquicentennial Monthly Meeting – Tuesday, December 14, 2021  
 Holidays in the Parks Meeting – Monday, November 22, 2021  
 Keep Manor Beautiful Board Meeting – Monday, November 8, 2021  
 New Year's Eve Planning Meeting – Thursday, November 18, 2021

## BUSINESS CONTACTS/VISITS

I made twenty 30 business contacts/visits for the months of November & December.

## EVENTS

### SHOP SMALL SHOP LOCAL

The campaign ended on November 30, 2021. A big THANK YOU to the following businesses who participated - Libation Station, Golden Beijing, Café 290, Maxine's Gumbo House, Duett's Tire Service, Bud-ee's Smoke & Vape, GeNell Sew Boutique and I'Wayne's Caribbean Kitchen. There were 982 tickets sold out of 2,000 which is an economic impact of \$19,640.00 in our community.

### HOLIDAYS IN THE PARK

The event was Friday, Saturday and Sunday, December 3, 4, & 5, 2021. The turn out was great, so many people came, and everyone enjoyed themselves. The committee will have a after event meeting to discuss this first-time event and to start planning for next year.



# MEMO

## SESQUICENTENNIAL 2022

The Steering committee has been meeting monthly and really excited to kick-off on New Year's Eve.

The Steering Committee Members are:

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

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

Frontier Bank	James Manor Sponsor	\$10,000.00
Applied Materials	James Manor Sponsor	\$10,000.00
Bluebonnet	Timmerman Park Sponsor	\$ 5,000.00
Greater Texas Federal Credit Union	Jennie Lane Sponsor	\$ 2,500.00
Whiskey Girls	Jennie Lane Sponsor	\$ 2,500.00
Thomas Bolt & Dr, Dustin Welch	Marnos Art Park Sponsor	\$ 1,000.00
AustiNuts	Manor Art Park Sponsor	\$ 1,000.00
Rising Sun Vineyard	Manor Art Park Sponsor	\$ 1,000.00
Modisett & Sons	Manor Art Park Sponsor	\$ 1,000.00
Southside Market	Manor Art Park Sponsor	\$ 1,000.00



# MEMO

Good Luck Grill	Manor Art Park Sponsor	\$ 1,000.00
American Contractors	Manor Art Park Sponsor	\$ 1,000.00
Thomas Bolt & Dr. Dustin Welch	Manor Art Park Sponsor	\$ 1,000.00

## MANORPALOOZA 2022 – MAY 6 & 7, 2022

The Friends of Manor Parks Board of Directors have been meeting and planning the event.

## LEADERSHIP MANOR – WEDNESDAY, NOVEMBER 10, 2021 – ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT DAY

**Leadership Manor Class #2 – The Sesquicentennial Class** listened and learned from Kate Stanford from the Office of the Governor Economic Development & Tourism (EDT). Kate is the Community Relations Specialist Economic Development & Tourism and Scott Dunlop; Interim City Manager and Development Services Director spoke on Community Development.

### Welcome

#### Community Development

- Economic Development Ordinance
- Public Improvement Districts (PIDS)
- Tax Increment Refinance Zones (TIRZS)
- Sales Tax
- Ad Valorem Tax
- Development Agreements
- Planning & Zoning Commission

Debbie Charbonneau.

Scott Dunlop, Interim City Manager

### Economic Development

- What is Economic Development?
- Why is it important?
- What does ED look like in Texas
- Why Texas?
- Small Business Initiatives

Kate Stanford, Community Relations Specialist Economic Development & Tourism – Office of the Governor Economic Development & Tourism (EDT)



# MEMO

## OTHER DUTIES

**Qwally Meeting – Monday, November 22, 2021 – Bi-Weekly meeting and update.**

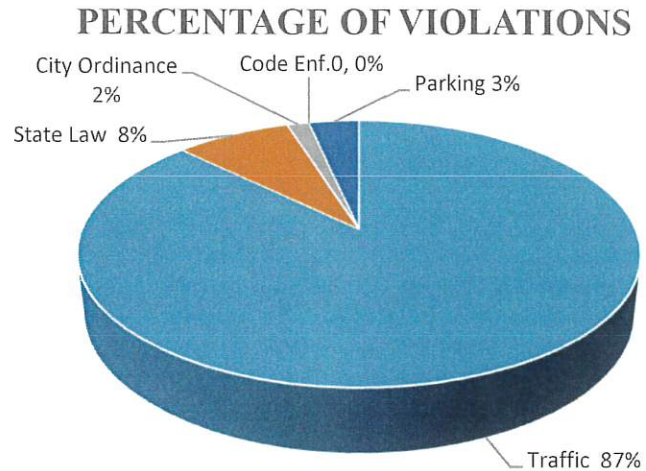
**Qwally Meeting – Monday, December 6, 2021 – Bi-Weekly meeting and update.**

**TDA Annual Conference – Wednesday, November 3 – Friday, November 5, 2021 –** The conference was held in Denton. It was a very informative.

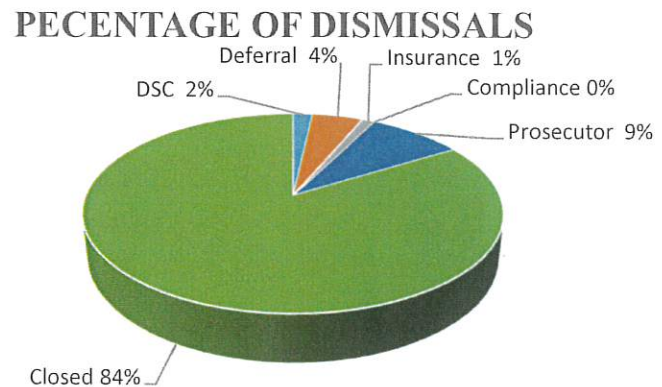
The annual Texas Downtown Conference is the only statewide conference dedicated to downtown. The 250+ attendees represent cities of all sizes, downtown and Main Street Programs, economic development professionals, chambers of commerce staff, nonprofit leaders, small business owners, and entrepreneur consultants. The event featured general and breakout sessions, mobile tours, events and networking.

## City of Manor Municipal Court NOVEMBER 2021

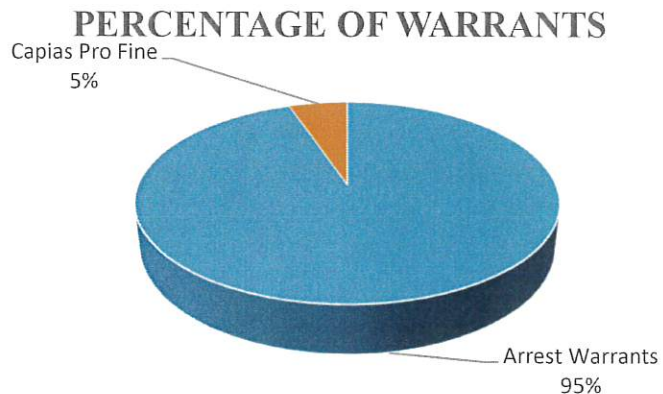
Violations Filed	Nov-21	Nov-20
Traffic	176	74
State Law	16	6
City Ordinance	3	0
Code Enforcement	0	0
Parking	7	1
<b>Total</b>	<b>202</b>	<b>81</b>



Dismissals	Nov-21	Nov-20
DSC	3	0
Deferral	8	12
Insurance	2	1
Compliance	0	0
Prosecutor	15	17
Closed	144	127
<b>Total</b>	<b>172</b>	<b>157</b>



Warrants	Nov-21	Nov-20
Arrest Warrants	89	0
Capias Pro Fine	5	0
<b>Total</b>	<b>94</b>	<b>0</b>



### Money Collected in November 2021

Kept By City	\$25,307.01
Kept By State	\$9,775.30
<b>Total</b>	<b>\$35,082.31</b>

### Money Collected in November 2020

Kept By City	\$22,267.75
Kept By State	\$10,281.61
<b>Total</b>	<b>\$32,549.36</b>



# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: December 8, 2021  
**RE: November Monthly Report**

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## **Public Works Department**

### **Street and Public, Parks, and Maintenance Department**

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

### **Water and Wastewater Department**

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

### **Water Production & Purchase**

In November, 54% of the water we supplied to our residents was from our wells, and we purchased 46 % from EPCOR and Manville WSC.

### **Population**

City of Manor- 15,019

ShadowGlen- 5,293

### **Subdivision Inspections**

- Street Inspections-
- MS4 – 20 Inspection per working day.
- Water Inspections-
- Wastewater Inspections-

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Final punch list items being corrected	99%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Carrie Manor lift station wet well set, equipment installation under way	85%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Scope of work substantially complete, project closeout items remain	100%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Weather events have impacted construction; however, prosecution of the work is being conducted diligently and timely completion is anticipated	60%
Park Bathroom	Public restroom for Timmerman Park	Supplier selected	Contracting Phase
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Equipment installation ongoing	60%
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Pre-Con was held onsite July 30, 2021 and Notice to Proceed was issued for August 2, 2021.	5%

US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Change order to reflect pipe cost increases due to the force majeure has been executed by the City and Contractor. Notice to proceed was issued for July 1 with a September 29 completion date	40%
FM 973 Water and Wastewater Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Design complete and submitted to TCEQ for review	Contract/Bidding Phase
Bastrop/Parsons Gravity Main	12" gravity wastewater main	Due to conflict with AT&T line we are preparing a change order to finish the line replacement in Parsons using pipe bursting	55%
CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Final design nearing completion	Design
Pavement Management Program	Pavement Assessment and Management Program	Mapping of roadway network in GIS complete, field data collection completed, data processing completed	Evaluation Phase
I&I Program	Phase 1 and Phase 2 Inflow and Infiltration Program	System mapping and GIS data entry completed, report generation under way	Phase 1
Cottonwood Creek Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Engineering contract issued August 4, 2021	Design Phase

## **Streets and Parks Monthly Report November 2021**

### **Daily Duties and Projects 10-1-2021 / 10-30-2021**

Street Maintenance – repaired and replaced stop signs at Parsons St. & San Marcos St.

Street Maintenance - filled potholes @ N Bastrop St, W. Brenham St, Smith St, Abrahamson Rd, Bois D Arc, Gregg Manor, James Manor.

Street Maintenance- repaired and replaced stop sign down at E. Brenham St & Bastrop St.

Street Maintenance – crack sealed Navasota St, Athens St @ Liberty St.

Street Maintenance – MS4 training for staff.

Street Maintenance- placed Christmas lights at City Hall, Jennie Lane, PD, and Art Park.

Street Maintenance- leveled up lot near Art Park for New Year's event.

Streets Maintenance- Prepped holes for trees at Timmermann Park and Bell Farms Park for Arbor Day.

Streets Maintenance – placed kiddie mulch at Timmermann Park playscape.

Streets Maintenance – repaired and replaced stop sign down at N La Grange St. & E. Boyce St.

Streets/Parks Maintenance- had Arbor Day at Timmermann Park and Bell Farms Park.

Parks Maintenance – trimmed trees at Carriage Hills Park near playscape.

Streets/Parks Maintenance – cut and trimmed in lot next to Art Park.

Parks Maintenance – placed mulch in PD flower bed and around trees.

Parks Maintenance – planted new flowers and mulched at city hall.

Parks Maintenance – replaced kiddie mulch in playscape in Bell Farms Park.

Parks Maintenance- weed eated Cemetery.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds @ park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

### **MS4 Storm drain inspections monitored New/Construction under warranty**

-28 locations inspected once a day.

-3 MS4 reports submitted this month as required by TCEQ.

### **Concrete Pre pour Inspection**

Logos Phase 4 & 5 – 16 inspections

Manor Heights Phase 3 – 5 inspections

Manor Heights Phase 6 – 9 inspections

Logos Village Clusters – 1 inspection

### **Density Test**

Lagos Phase 4 & 5 - 0 inspections

Manor Heights Phase 2 Sec 2 – 1 inspection

Presidential Heights Phase 6 – 0 inspection

### **Proof Rolls**

Lagos Phase 4 & 5 – 0 inspections

Manor Heights Phase 6 – 1 inspection

Manor Heights Phase 2 sec 2 – 0 inspections

### **Pre-Pave Inspections**

Logos Phase 3 – 0 inspections

Manor Heights Phase 2 Sec 2 – 1 inspection

Manor Heights Phase 6 – 1 inspection

### **Storm Sewer Inspections**

Manor Heights Phase 3 – 0 inspections

Gregg Manor Rd – 2 inspections

Hill Ln – 1 inspection

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

Presidential Heights Phase 3 – homes are still being built.

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

Presidential Heights Phase 5 – Homes are being built.

Presidential Heights Phase 5 – 1 -year walkthrough has been done, contractor in process of repairs.

Presidential Heights Phase 4 – 2 years walkthrough has been done, contractor in process of repairs.

Stonewater North Phase 2- Homes are being built.

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

Lagos Phase 2- Contractor in development process

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

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

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

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

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

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

Manor Heights Phase III Sec. 2 – development process.

Grass Dale Manor Apartment - is in building process.

Manor Grand Apartments - is in building process.

Prose Manor Commons Apartments – Contractor is in building process.

Dairy Queen – Contractor in building process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Logos Village Clusters in building process.

Lagos TIA improvements on San Marcos St. in process.

ShadowGlen Phase 2 Sec 22 & 23A walkthrough punch list

ShadowGlen Phase 2 Sec 25 & 26 walkthrough punch list

ShadowGlen Phase 2 Sec 27A & 27B and 28-Trails walkthrough punch list

ShadowGlen Phase 2 Sec 17 2-year walkthrough has been done, contractor in process of repairs.

## Water Monthly Report November 2021

For the month of November, the Water Department had 18 service calls, 7 repair jobs, 7 maintenance jobs and 4 inspections.

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

### Repairs

17209 Hamilton Point - replaced broken angle stop , replaced meter box.

11403 Liberty - replaced a leaking 1" angle stop.

100 Blk East Eggleston - repaired a 1 1/2 water break replaced 5 ft of PVC pipe.

16800 Hamilton Point - replaced broken meter shut off.

107 East Brenham - replaced broken meter shut off.

201 West Brenham - repaired a 2" main break used 2x 7 1/2 repair clamp.

LaGrange and Boyce SW corner - repaired a 6" main break used a 6 x 7 1/2 full circle repair clamp.

### Maintenance

Aqua Tech Lab - took first set of 5 Bac T samples and dropped off at aqua tech lab.

Quarterly water samples with TCEQ sampler Katy Mauldin at 18320 Maxa, 11801 Bastrop St. 13301 Prairie Sage, 12633 Bella Parkway, 13316 Nelson Houser and 16613 Trevin Cove.

FM 973 and Brenham St. SE corner to Cross Street San Marcos - locate utilities mark water main with blue flags and blue paint for JL Gray Construction.

Aqua Tech Lab - took second set of 5 Bac T samples and dropped off at aqua tech lab.

East Brenham to Lexington St. on North side of Brenham St. - located water mains and services for contractor running cable marked with blue paint and blue flags.

Greg Manor Rd at Hill Ln east side of Greg Manor - locate utilities from contractor.

809 North Caldwell - finished clean up cover up from main break.

## Inspections

Enclave at Lagos - open 12" water main valve so Chasco construction could flush main and grab Bac T samples.

Manor Heights phase 2 section 1 - open 12" water main so JL Gray could flush line so Chlor-Serv can chlorinate main and let set for 24 hrs. - shut valve back off - will flush and take samples on 11-12-21.

Manor Heights phase 2 section 1 - received Bac T results for Manor Heights Phase 2 section 1 and 2 all samples passed.

Building Hope Construction Site off FM 973 W/WW main improvements - Pre-construction meeting. ShadowGlen Ph 2 Sec 17 - 2-year warranty inspection.

Manor Heights Ph 1 Sec 1 - one-year warranty inspection.

Hill Ln and Greg Manor - 12" tie in for St Joseph Church by KIM Till construction.

Cottonwood Creek WWTP - pressure test water main laid by Excel construction.

## Wastewater Monthly Report November 2021

For the month of November, the Wastewater Department had 15 service calls, 5 repair jobs, 2 maintenance jobs and 4 inspections.

## Service Calls

12812 Samuel Adams - sewer clog - jetted clean out and cleared notified customer.

12901 Samuel Adams - sewer clog call - city side service was clear notified contractor.

14112 George Mason - sewer clog - city side service was clear notified contractor.

14105 George Mason - sewer clog - clog was clear on city side notified contractor.

12612 St Mary Dr. - called locates to make repairs on wastewater service where city side meets customer side.

14301 Pebble Run Path - sewer clog - jetted city side of service and cleared notified customer.

13416 Clara Martin - sewer clog - city side service was clear notified customer that city side was clear customer number 915-345-4598.

309 West Parsons - sewer clog - city side service was clear notified customer that city side was clear it was a customer side issue.

12728 Bella PKWY - sewer clog - jetted city side of service and cleared notified customer.

12808 St Mary - called locates to make repairs where city side meets customer side.

208 East parsons - sewer clog - jetted city side service and cleared.

13320 High Sierra - sewer clog - jetted side of service and cleared.

409 West Parsons - customer stated he smelled sewer smell coming from neighbors next door , checked both customers sewer clean outs on city side and customer side both were clean and no clogs found.

12845 Chime Dr. - sewer clog - clog was on customer side of service notified customer.

12816 Snow Ln - sewer clog - clog was on customer side of service notified customer.

### **Repairs**

18105 Canopy Ln - replaced broken clean out cap and lid.

12748 St Mary St. - repaired where city side meets customer side wastewater service and installed new clean out.

12633 Bella Parkway -repaired where city side meets customer side wastewater service and installed new clean out.

12612 St Mary-repaired where city side meets customer side wastewater service and installed new clean out.

12808 St Mary -repaired where city side meets customer side wastewater service and installed new clean out.

### **Maintenance**

FM 973 and Brenham St. SE corner to Cross Street San Marcos - locate utilities mark wastewater main with green flags and green paint for JL Gray Construction.

Wilbarger Plant - ordered load of sodium hypochlorite 2,000 gallons for Wilbarger Plant.

### **Training**

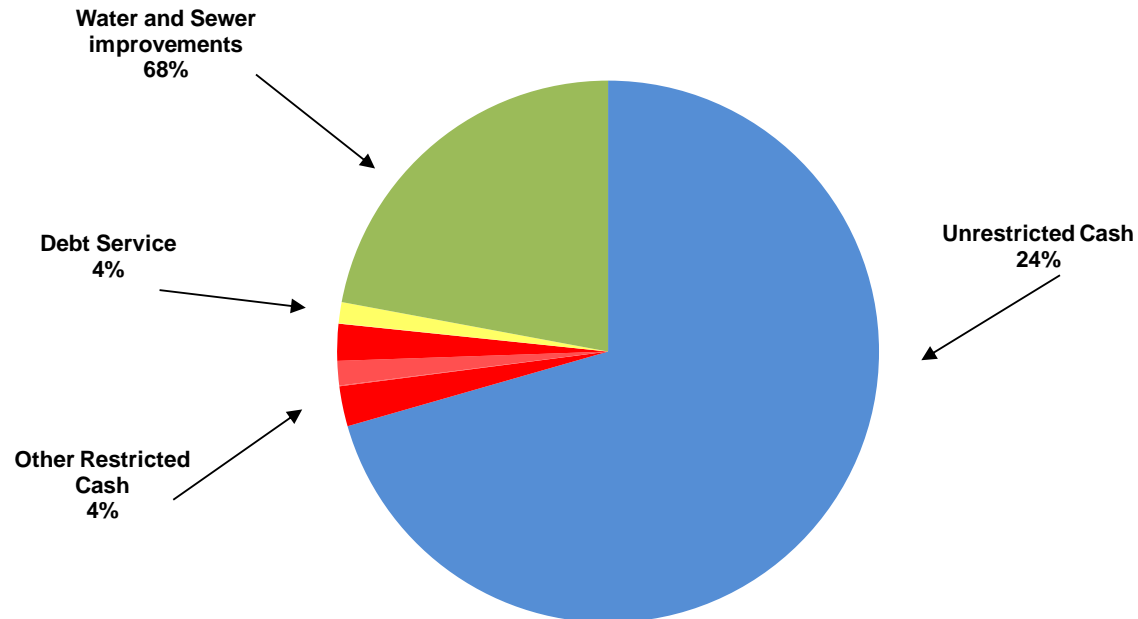
Raymond Muniz put in application for the Grade B wastewater exam on 11-8-21 will schedule exam once application has been approved.

**Inspections**

1. Building Hope Construction Site off FM 973 W/WW main improvements - Pre-construction meeting.
2. St Joseph Church Hill LN - pressure test gravity portion of wastewater main.
3. Shadowglen Ph 2 Sec 17 - 2-year warranty inspection.
4. Manor Heights Ph 1 Sec 1 - one-year warranty inspection.

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

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
<b>CASH AND INVESTMENTS</b>						
Unrestricted:						
<b>Cash for operations</b>	\$14,298,444	\$ 9,595,859			\$ -	\$ 23,894,303
Restricted:						
<b>Tourism</b>				811,047		811,047
<b>Court security and technology</b>	14,935					14,935
<b>Rose Hill PID</b>				492,676		492,676
<b>Customer Deposits</b>		743,400				743,400
<b>Park</b>	8,934					8,934
<b>Debt service</b>			424,536			424,536
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		-		7,475,059		7,475,059
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$14,322,314</b>	<b>\$10,339,259</b>	<b>\$ 424,536</b>	<b>\$ 8,778,782</b>	<b>\$ -</b>	<b>\$ 33,864,891</b>



**Overview of funds:**

\$230,535.22 sales tax collected  
GF is in a favorable status.  
UF is in a favorable status  
DSF is in a favorable status  
CIP Fund is in a favorable status



# MEMO

To: Mayor and City Council Members  
 From: Tracey Vasquez, Human Resources Manager  
 Proposed Meeting Date: December 15, 2021  
 RE: November 2021

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## **Meetings and Events:**

### ***CRASE Training:***

Civilian Response Course  
 City Hall Council Chambers  
 November 2, 2021

City Staff learned about the shooters, disaster response and how to prepare for and respond to being trapped inside a building during an active shooter event.

### ***MGM Benefits Management Meeting:***

Via Microsoft Teams  
 November 8, 2021  
 Discussed available benefits and premium costs for employees.

### ***Sesquicentennial Meetings:***

November 9, 2021

### ***TMLIRP Benefits Management Meeting:***

City Hall  
 November 10, 2021  
 Discussed liability, property, cyber security(increasing), and volunteer (adding) coverage.

### ***Mayor Wallace Recognition:***

12700 Lexington St. #100  
 Manor, TX 78653  
 November 13, 2021



# MEMO

## ***Special Session:***

Council Chambers

November 15, 2021

Called Canvass and Council Orientation

Presented the City Manager brochure for approval by current Council; Presented newly elected officials with City Policies and Procedures and required training.

## ***City Council Meetings:***

November 17, 2021

## ***New Year's Eve Meeting:***

November 18, 2021

Manor Art Park- discussed set up and merchandising for kick off to Sesquicentennial celebrations for 2022.

## ***Holidays in the Park Meeting:***

Timmermann Park

November 22, 2021

Logistics meeting for the upcoming December event in the park.

## **November 2021**

- Attended Enterprise Risk Management training webinar modules 1 & 2.
- Interviewed candidates for the Utility Maintenance Crewman and MS4 Inspector positions open in the Public Works Department.
- Interviewed candidates for the Police Executive Administrative Assistant.
- Met with the Mayor, Interim City Manager, and PCDC Director regarding re-posting the Economic Development Director position.
- Designed senior staff brochure.
- Post and reissue employment notices on various sites, TML, TMPA, City website, Facebook, etc. For multiple positions open with the City of Manor.
- Completed the open enrollment process for all 76 City employees.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Debbie Charbonneau, Heritage and Tourism Manager  
**DEPARTMENT:** Community Development

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Hotel Occupancy Tax Funds for the Sesquicentennial Leadership Manor Class project.

### BACKGROUND/SUMMARY:

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

- Leadership Manor Power Point Presentation

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the amount of \_\_\_\_\_ on Hotel Occupancy Tax Funds for the Sesquicentennial Leadership Manor Class project.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).

*Applicant: Rao's Consulting Engineers, LLC*

*Owner: Sampsg Properties, LLC*

### BACKGROUND/SUMMARY:

This property was voluntarily annexed in April 2017. 1.68 acres of the 10 acres was zoned Neighborhood Business (NB) in May 2017. This zoning request is to increase the Neighborhood Business area to 3.41 acres and rezone the remaining 6.59 to Townhome (TH) residential. Townhome zoning permits up to 12 units per acre, which would be 79 units, but they've indicated constructed at 10 units per acre which would be 66 units. Townhome units are 3-6 attached units and can either be constructed with single lots with 1 unit or as part of a common lot development with private roads, like how multi-family apartment complexes are constructed.

Neighborhood Business permits retail, restaurant and office uses as well as residential above or behind the commercial in the same structure. The unit density in Neighborhood Business is 10 units per acre.

P&Z recommended denial 5-0

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

- Ordinance
- Letter of Intent
- NB Land Uses
- Location Map

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the first reading of an ordinance rezoning 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).

<b>PLANNING &amp; ZONING</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
<b>COMMISSION:</b>		<b>X</b>	

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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO NEIGHBORHOOD BUSINESS (NB) AND TOWNHOME (TH); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), from the zoning district Agricultural (A) to zoning districts Neighborhood Business (NB) and Townhome (TH). The Property is accordingly hereby rezoned to Neighborhood Business (NB) and Townhome (TH).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 15<sup>th</sup> day of December 2021.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 5<sup>th</sup> day of January 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A-1"**  
**Neighborhood Business Zone**

Property Legal Description:

BEING 5.57 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN SAMPSG PROPERTIES, LLC 10.00 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 2021024032, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 5.57 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in the northerly right-of-way line of Old Highway 20, in the westerly line of Lot 1, Block C, Bell Farms, Phase Three, a subdivision in Travis County, Texas, recorded in Document Number 201400093, Official Public Records, Travis County, Texas, same being the southeast corner of said 10.00 Acre tract, for the southeast corner hereof;


THENCE North 70 degrees 30 minutes 01 seconds West, along said right-of-way line and the southerly line of said 10.00 Acre tract, 418.00 feet to a iron rod set, in said line, at the southeast corner of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas, same being the southwest corner of said 10.00 Acre Tract, for the southwest corner hereof;

THENCE North 29 degrees 03 minutes 40 seconds East, along the easterly line of said Lot 1, Block C, Bell Farms, Phase One-A, along the westerly line of said 10.00 Acre tract, 624.29 feet to an iron rod set, in said line, for the northwest corner hereof;

THENCE South 60 degrees 41 minutes 33 seconds East, through said 10.00 Acre tract, 412.20 feet to an iron rod set, in the westerly right-of-way line of Tinker Street, same being in the easterly line of said 10.00 Acre Tract, for the northeast corner hereof;

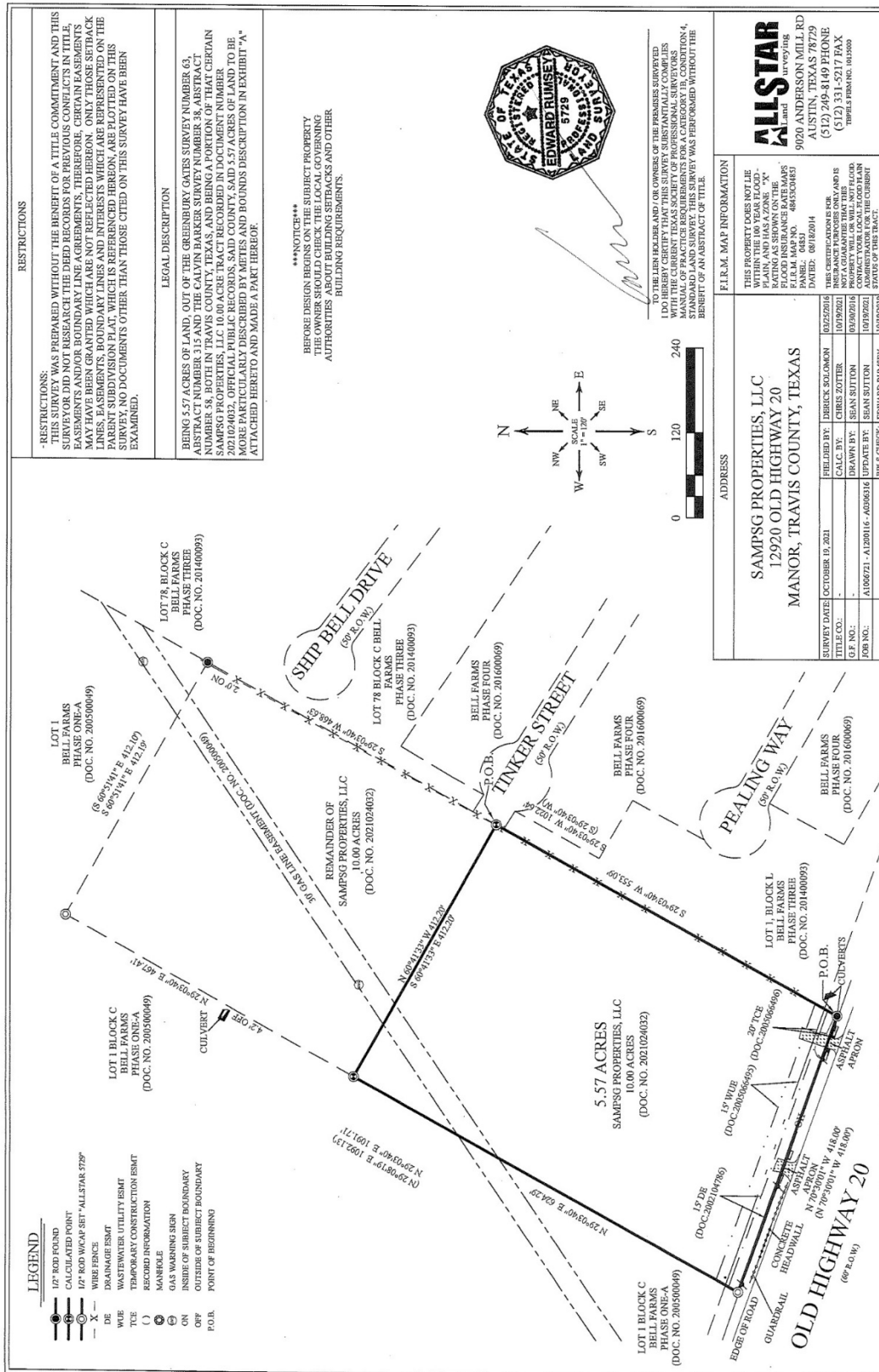
THENCE South 29 degrees 03 minutes 40 seconds West, continuing along the westerly right-of-way line of said Tinker Street, along the westerly line of said Lot 1, Block C, Bell Farms, Phase Three, along the easterly line of said 10.00 Acre tract, 553.09 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
 EDWARD RUMSEY  
 TX R.P.L.S. No. 5729  
 Job No. A1006721

10/25/2021  
 Date





## EXHIBIT "A-2"

### Townhome Zone

#### Property Legal Description:

BEING 4.43 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN SAMPSG PROPERTIES, LLC 10.00 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 2021024032, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 4.43 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set, in the westerly right-of-way line of Tinker Street, same being in the easterly line of said 10.00 Acre Tract, for the southeast corner hereof;

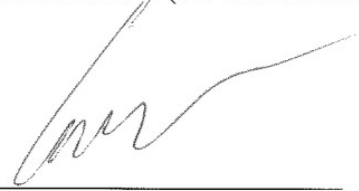
THENCE North 60 degrees 41 minutes 33 seconds West, through said 10.00 Acre Tract, 412.20 feet to an iron rod set, in the easterly line of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas, same being in the westerly line of said 10.00 Acre Tract, for the southwest corner hereof;

THENCE North 29 degrees 03 minutes 40 seconds East, along the easterly line of said Lot 1, Block C, along the westerly line of said 10.00 Acre Tract, 467.41 feet to an iron rod set, in said line, same being the northwest corner of said 10.00 Acre Tract, for the northwest corner hereof;

THENCE South 60 degrees 51 minutes 41 seconds East, continuing along the easterly line of said Lot 1, Block C, along the northerly line of said 10.00 Acre Tract, 412.19 feet to an iron rod found, in said line, in the westerly line of Lot 78, Block C, Bell Farms, Phase Three, a subdivision recorded in Document Number 201400093, Official Public Records, Travis County, Texas, same being the northeast corner of said 10.00 Acre Tract, for the northeast corner hereof;

THENCE South 29 degrees 03 minutes 40 seconds West, along the westerly line of said Lot 78, Block C, along the easterly line of said 10.00 Acre Tract, along the westerly right-of-way line of said Tinker Street, 468.63 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
 \_\_\_\_\_  
 EDWARD RUMSEY  
 TX R.P.L.S. No. 5729  
 Job No. A1006721

10/25/2021  
 \_\_\_\_\_  
 Date







# RAO'S CONSULTING ENGINEERS

TBPE Registered Engineering Firm No. F-17655

210.549.7557 512.856.4595 [www.raosengineering.com](http://www.raosengineering.com)

P.O.BOX NO: 592991,

SAN ANTONIO, TX 78258

*Land Development | Water Resources | Environmental | Transportation*

Item 10.

September 15, 2021

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

Re: **Hwy 20 Development - Rezoning**  
Letter of Intent

**Dear Mr. Dunlop,**

The subject property 10.0 acres located at 12920 Old Hwy 20 is currently zoned as agricultural (AG). Requesting rezone, the property to Neighborhood Commercial (NB) and Townhomes (TH) in the back. The front 3.41- acres will be rezoned as NB with Low Density Apartments and back 6.59 acres will be rezoned as TH.

**Physical and Natural Features:**

The subject site is currently undeveloped. The landscape is predominately flat without any significant trees through the 10.0-acre tract. The site has approximately 418-ft frontage onto Old Highway 20.

**Future Land Use Map:**

The Future Land Use category for the site is Mixed Density NH. This category comprises of commercial and low-density multi-family, with housing types including small-lot detached and attached single-family dwellings (such as townhomes).

**Surrounding Properties:**

The property has a residential property on north, east and west side, Old Highway 20 along south boundary of the property.

**Proposed zoning:**

We are requesting rezone the front 3.41- acres will be rezoned as NB and back 6.59 acres will be rezoned as TH.

The neighborhood business districts (NB) is intended as a low-intensity mix of commercial and residential uses, excluding single-family residential and manufactured home residential, and being located at or near single-family and multifamily residential development and along a primary collector or greater roadway. Building scale and site development should be cohesive with adjacent residential. This district can serve as a transition to more intense commercial uses.

The townhome district (TH) is intended to establish and preserve areas of medium intensity land use devoted to moderate density residential development with up to 12 units per acre allowed. However, we are requesting only 10 units per acre. This district often provides a transition between lower intensity residential uses and more intensive uses. Townhouses may be developed in either a common-lot or single-lot configuration. The TH District is appropriate in areas designated on the Future Land Use Plan as the mixed-use categories and may be appropriate in the moderate density residential area based on location, surrounding uses, and infrastructure impacts. The TH District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multifamily or commercial districts.

The property does not have any delinquent taxes. Existing zoning map has been attached.

*If you have any questions or need any additional information, please call me at 210-549-7550*

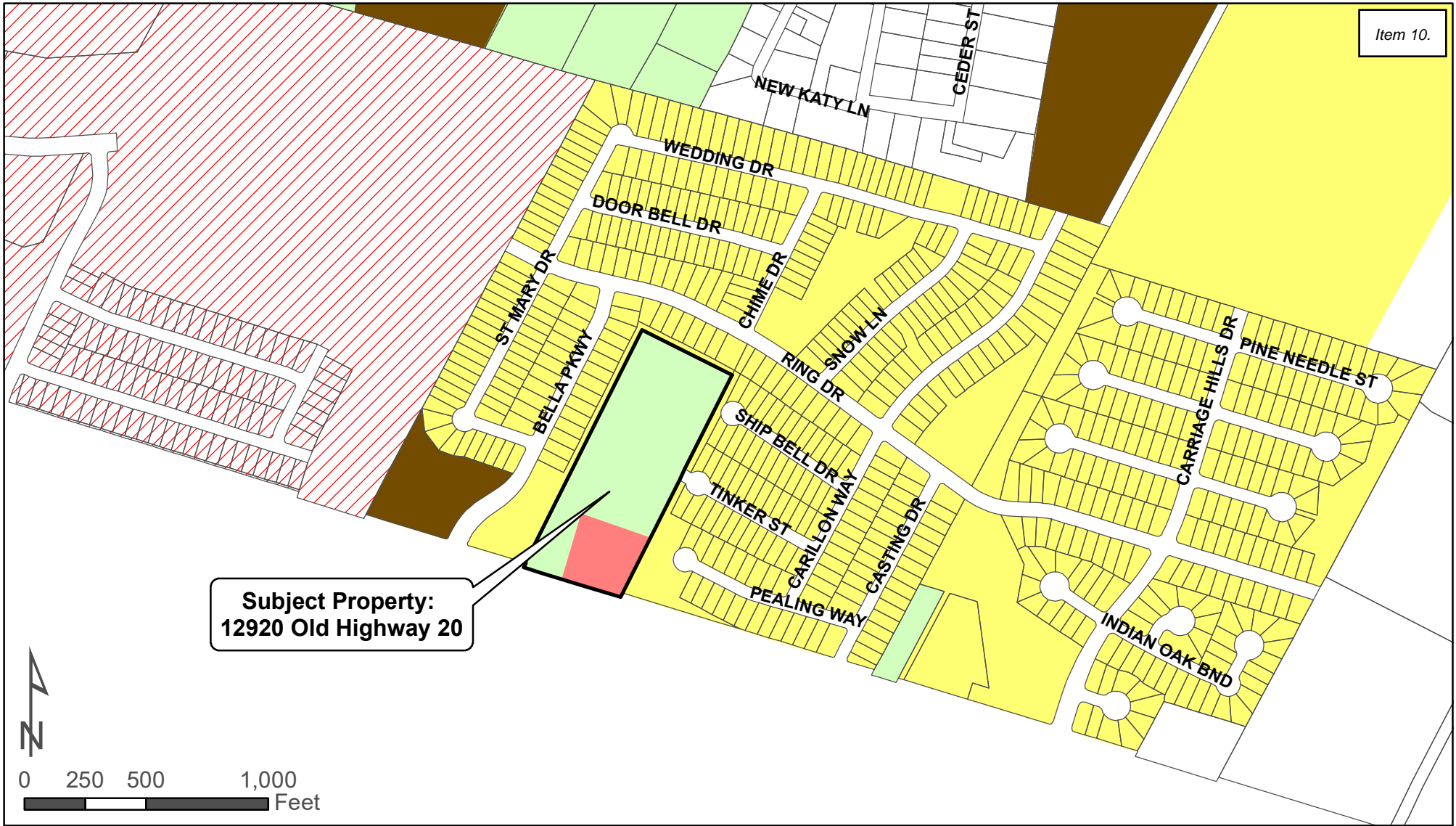
Respectfully,

Rao's Consulting Engineers, LLC.

Texas Board of Professional Engineers Firm Registration #17655

**Rao Vasamsetti, P.E.**

Principal



**Proposed Zoning:**  
**Neighborhood Business (NB)**  
**Townhome (TH)**

**Current Zoning:**  
**Agricultural (A)**

**Zone**

A - Agricultural	SF-1 - Single Family Suburban	SF-2 - Single Family Standard	TF	MF-1 - Multi-Family 15	MF-2 - Multi-Family 25	MH-1 - Manufactured Home	I-1 - Institutional Small	I-2 - Institutional Large	GO - General Office	C-1 - Light Commercial	C-2 - Medium Commercial	C-3 - Heavy Commercial	NB - Neighborhood Business	DB - Downtown Business	IN-1 - Light Industrial	IN-2 - Heavy Industrial	PUD - Planned Development
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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING** December 15, 2021  
**DATE:**  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).

*Applicant: Kimley-Horn and Associates, Inc.*

*Owner: Dywer Realty*

### BACKGROUND/SUMMARY:

This property was in the original Presidential Glen Development Agreement had stated an application would be made to rezone it to Commercial. The Development Agreement was recently amended by the City Council on 10/27/2021 to change it to Multi-Family, which permits them to make this rezoning request to MF-1. MF-1 permits up to 15 units per acre. It is a moderate density residential district that can serve as a buffer between single family uses and commercial uses.

P&Z recommended approval as Townhome (TH) 5-0

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

- Ordinance
- Letter of Intent
- Map

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).

<b>PLANNING &amp; ZONING</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
<b>COMMISSION:</b>	<b>X – as Townhome (TH)</b>		

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO MULTI-FAMILY 15 (MF-1); 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 zoning district Single Family Suburban (SF-1) to zoning district Multi-family 15 (MF-1). The Property is accordingly hereby rezoned to Multi-family 15 (MF-1).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 15<sup>th</sup> day of December 2021.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 5<sup>th</sup> day of January 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

## Property Legal Description:

**FIELD NOTES FOR A 10.24 ACRE TRACT OF LAND**

A **10.24 acre** tract of land, located in the A. C. Caldwell Survey, Abstract No. 154, Travis County, Texas, being all of a called 10.4591 acre tract of land, described as Tract 2, in Document No. 2016071831, of the Official Public Records of Travis County, Texas. Said **10.24 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 1/2" iron rod with a plastic cap stamped "Pape Dawson" in the southeast line of Presidential Glen, Phase 4B, being a subdivision of record in Document No. 201600213, of the Official Public records of Travis County, Texas, for the west corner of Presidential Glen, Phase 5, being a subdivision of record in Document No. 201700147, of the Official Public Records of Travis County, Texas, and the north corner of said 10.4591 acre tract;

**THENCE: S 33° 43' 12" E**, with the common line between said Presidential Glen, Phase 5 and said 10.4591 acre tract, a distance of **242.37 feet**, to a found 1/2" iron rod with a plastic cap stamped "Pape Dawson" for the most northerly southwest corner of said Presidential Glen, Phase 5 and the northeast corner of said 10.4591 acre tract;

**THENCE: S 27° 40' 35" W**, with the common line between said Presidential Glen, Phase 5 and said 10.4591 acre tract, passing at 47.11 feet, a found 1/2" iron rod with a plastic cap stamped "Pape Dawson" for the most southerly southwest corner of said Presidential Glen, Phase 5 and the northwest corner of Gunn Lane, a variable width right-of-way, described as Manor and Elgin Road, in Commissioner Road Book, Volume 1, Page 82-83, of Travis County, Texas, from which a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" bears S 77° 37' 20" E, a distance of 1127.90 feet, for the southeast corner of said Presidential Glen, Phase 5 and continuing with the common line between said Gunn Lane and said 10.4591 acre tract, a total distance of **887.78 feet**, to a found 1/2" iron rod, in the north right-of-way line of Gunn Lane, as shown on Presidential Glen, Phase 1A, being a subdivision of record in Document No. 200700238, of the Official Public records of Travis County, Texas, for the northeast corner of said Presidential Glen, Phase 1A, from which a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" bears S 27° 40' 35" W, a distance of 523.93 feet, for the southeast corner of Lot 4, Block KK, of said Presidential Glen, Phase 1A;

**THENCE:** With the common line between said Presidential Glen, Phase 1A, and said 10.4591 acre tract, the following seven (7) courses:

1. **N 89° 03' 14" W**, with the north right-of-way line of said Gunn Lane, a distance of **235.48 feet**, to a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" for a point of curve,
2. With a tangent curve to the right having a radius of **15.00 feet**, an arc length of **22.55 feet**, a delta angle of **86° 08' 02"** and a chord that bears, **N 45° 59' 14" W**, a distance of **20.49 feet** to a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" in the east right-of-way line of Paseo De Presidente Boulevard, as shown on said Presidential Glen, Phase 1A, for a tangent corner,
3. With the east right-of-way line of said Paseo De Presidente Boulevard, being a tangent curve to the left having a radius of **495.00 feet**, an arc length of **304.32 feet**, a delta angle of **35° 13' 29"**

## ORDINANCE NO.

Page 4

- and a chord that bears, **N 20° 31' 57" W**, a distance of **299.55 feet** to a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" for a tangent corner,
4. With a tangent curve to the right having a radius of **15.00 feet**, an arc length of **23.63 feet**, a delta angle of **90° 15' 11"** and a chord that bears, **N 7° 25' 24" E**, a distance of **21.26 feet** to a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" for a non-tangent corner,
  5. **N 49° 24' 52" W**, a distance of **51.32 feet**, to a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" for a corner,
  6. With a non-tangent curve to the right having a radius of **15.00 feet**, an arc length of **23.21 feet**, a delta angle of **88° 39' 57"** and a chord that bears, **N 82° 02' 10" W**, a distance of **20.96 feet** to a found 1/2" iron rod with a plastic cap stamped "Bury & Partners" for a tangent corner, and
  7. **N 37° 42' 11" W**, a distance of **141.03 feet**, to a set mag nail with washer stamped "Matkin Hoover Eng. & Svy." in the southeast line of Presidential Glen, Phase 4A, being a subdivision of record in Document No. 201500085, of the Official Public Records of Travis County, Texas, for the northwest corner of said 10.4591 acre tract, from which a found cut-cross in concrete, bears **S 53° 36' 38" W**, a distance of 2.32 feet, for the south corner of said Presidential Glen, Phase 4A;

**THENCE:** With the common line between said Presidential Glen, Phase 4A, said Presidential Glen, Phase 4B, and said 10.4591 acre tract, the following two (2) courses:

1. **N 53° 36' 38" E**, a distance of **30.58 feet**, to a set 1/2" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for corner, and
2. **N 56° 15' 38" E**, a distance of **903.92 feet**, to the **POINT OF BEGINNING** and containing **10.24 acres** of land situated in Travis County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work completed on February 8, 2021.



Job # 21-5007 10.24 Acres

Date: February 9, 2021

July 26, 2021

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

***Via Electronic Submittal***

Re: Application for Rezoning; ±10.46 acres located east of Paseo De Presidente Blvd, south of WT Gallaway St, and north of Gunn Ln, Manor, TX 78653 (the "Property")

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located of Paseo De Presidente Blvd, south of WT Gallaway St, and north of Gunn Ln, Manor, TX 78653 (see Location Map attached) and is currently zoned Single Family Residential (R-1). The proposed zoning is Multifamily 15 (MF-1). The purpose of the rezoning is to allow for transitional housing proposed between the residential zoning to the north and the commercial zoning to the south of the site.

This request is consistent with the Third Amendment of the Development Agreement for the Presidential Glen Subdivision, Subsection 8 (Zoning Applications), which requires the rezoning from R-1 to MF-1.

Surrounding zoning is commercial to the south and residential to the north, east and west. Surrounding land uses include single family residential to north and west, and undeveloped land to the south and east.

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



Amanda Couch Brown

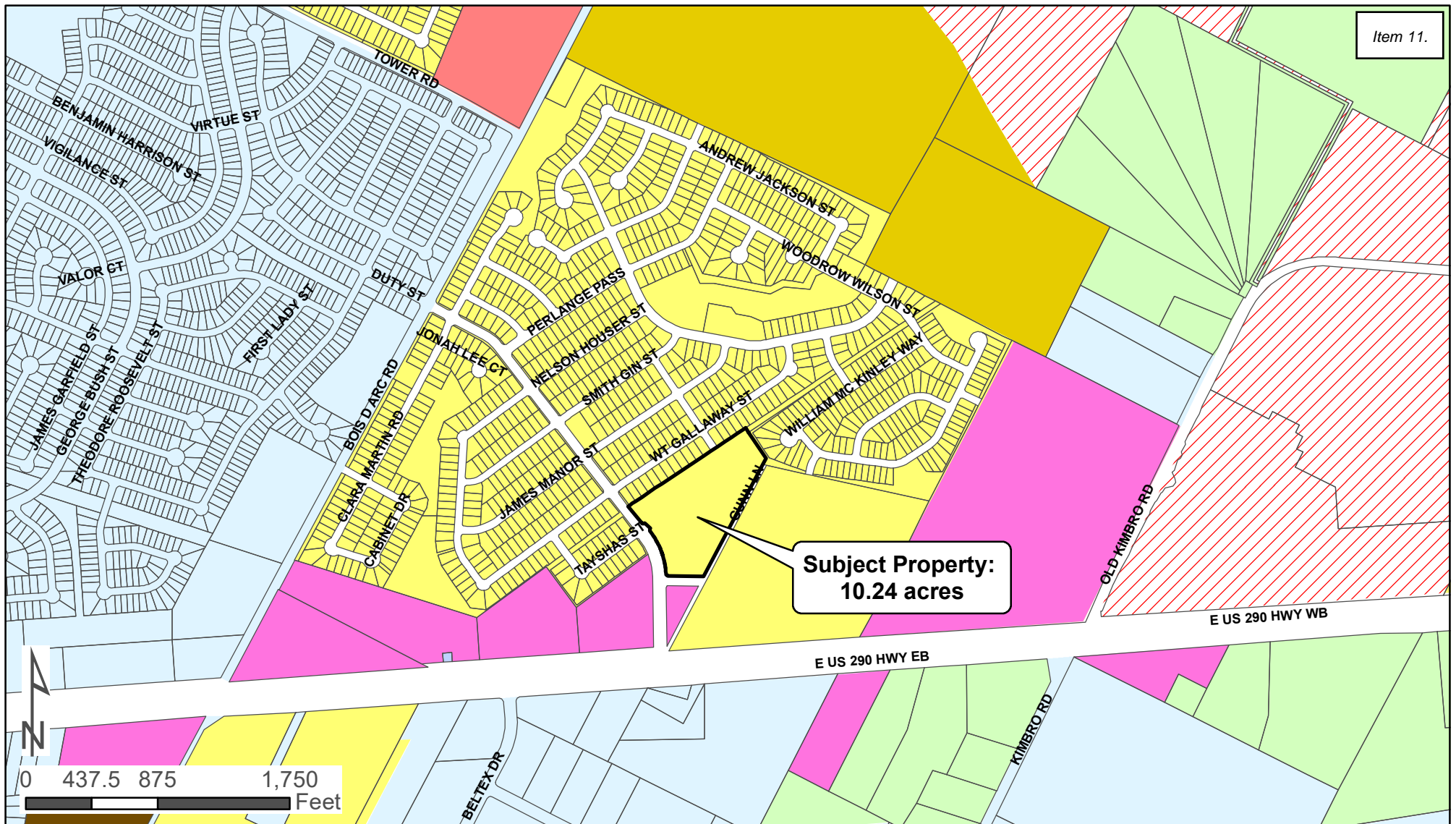


PASEO DE PRESIDENTE BLVD  
REZONING  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

SITE LOCATION MAP

**Kimley»Horn**

10814 Jollyville Road  
Austin, Texas 78759



## Proposed Zoning: Multi-Family 15 (MF-1)

*Current Zoning:  
Single Family Suburban (SF-1)*

### Zone

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance rezoning 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).

*Applicant: SEC Planning*

*Owner: Enfield Partners, LLC*

### BACKGROUND/SUMMARY:

The Preliminary PUD Site Plan was approved by the City Council on 11/17/21. There were no modifications requested or made between the Preliminary PUD Site Plan and the Final PUD Site Plan. This PUD is for a maximum 400 lot single family subdivision with commercial along the FM 973 frontage. Improvements from the PUD include: additional parkland/open space acreage with trails, playgrounds, pavilion, and dog park; landscaping buffers along Gregg Lane (15' wide) and internal collector (10' wide) and upgraded masonry fencing along the internal unloaded collector and Gregg Lane. The modifications to our Code in the PUD are: up to 80% of the lots can be 50' wide (60' is the Code requirement), minimum lot square footage is 6,000 sf (7,500 is Code requirement), and maximum building coverage is 50% (Code requirement is 40%).

P&Z recommended approval 5-0

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

- Final PUD Site Plan
- Area Map

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 135 acres, more or less, out of the Sumner Bacon Survey No. 62, Abstract 63, and being located near the intersection of N. FM 973 and Gregg Lane, Manor, TX to Planned Unit Development (PUD).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO PLANNED UNIT DEVELOPMENT (PUD); 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 temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD). The Property is accordingly hereby rezoned to Planned Unit Development (PUD).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 15<sup>th</sup> day of December 2021.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 5<sup>th</sup> day of January 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

## Property Legal Description:

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being all of that certain called 146 3/4 acre tract of land described in the deed to Janice Thurman White Trust, Martin Payne, John Thurman Payne add Enfield Partners, LLC, recorded in Document No. 2019013312, Official Public Records, Travis County, Texas and being more particularly described by metes and bounds and follows:

BEGINNING at the South corner of the tract being described herein at a 1/2-inch iron rod found in the Northwestern right-of-way line of F.M. 973 for the East corner of that certain called 136.342 acre tract of land described in the deed to H. Dalton Wallace, recorded in Document No. 2013210018, Official Public Records, Travis County, Texas and the South corner of said 146 3/4 acre tract of land, from which a 1/2-inch iron rod found on the Northwestern right-of-way line of said F.M. 973 and the Southeasterly line of said 136.342 acre tract of land bears S13°18'28"W, a distance of 389.02 feet;

THENCE with the common line of said 136.342 acre tract of land said 146 3/4 acre tract of land, the following courses and distances:

N62°14'30"W, a distance of 3199.28 feet to a capped iron rod stamped "Chapparal" found for corner;

N88°59'54"W, a distance of 788.38 feet to a 1/2-inch iron rod found for the South corner of that certain called 59.072 acre tract of land described in the deed to Danny K. Fuchs and Diane F. Swanson, recorded in Document No. 2020081497, Official Public Records, Travis County, Texas and the West corner of said tract herein described;

THENCE with the East line of said 59.072 acre tract of land, the following courses and distances:

N12°37'38"E, a distance of 546.74 feet to a 4-inch wood fence corner post found for corner;

N71°31'15"E, a distance of 218.24 feet to a 5/8-inch iron rod with plastic cap stamped "Landpoint" set (herein referred to as capped iron rod set) for corner;

N53°03'35"E, a distance of 273.85 feet to a capped iron rod set for corner;

N26°39'39"E, a distance of 230.33 feet to a 1/2-inch iron rod found for corner;

N79°38'13"W, a distance of 59.13 feet to a 1/2-inch iron rod found for corner;

N06°31'39"E, passing at a distance of 649.99 feet a capped iron rod stamped "McGray" found for corner and continuing on said course for a total distance of 724.90 feet to a 1/2-

**ORDINANCE NO.****Page 4**

inch iron rod found in the Southwesterly line of Gregg Lane for the East corner of said 59.072 acre tract of land and the North corner of said tract herein described;

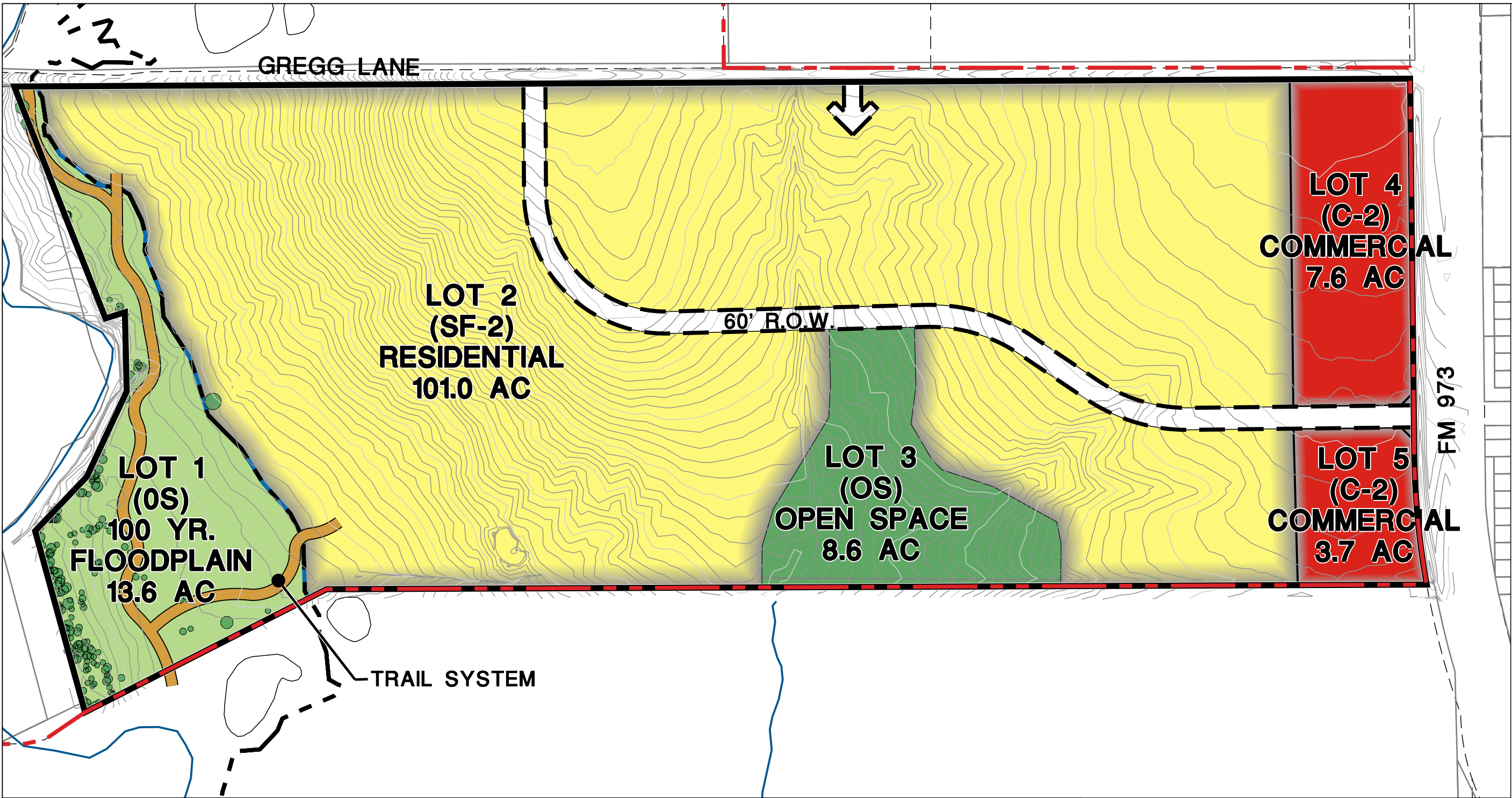
THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument found on the Northeasterly line of said Gregg Lane for the South corner of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears N27°21'28"E, a distance of 32.41 feet;

THENCE with the Northwesterly right-of-way line of said F.M. 973, the following courses and distances:

S27°21'28" W for a distance of 1082.34 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;

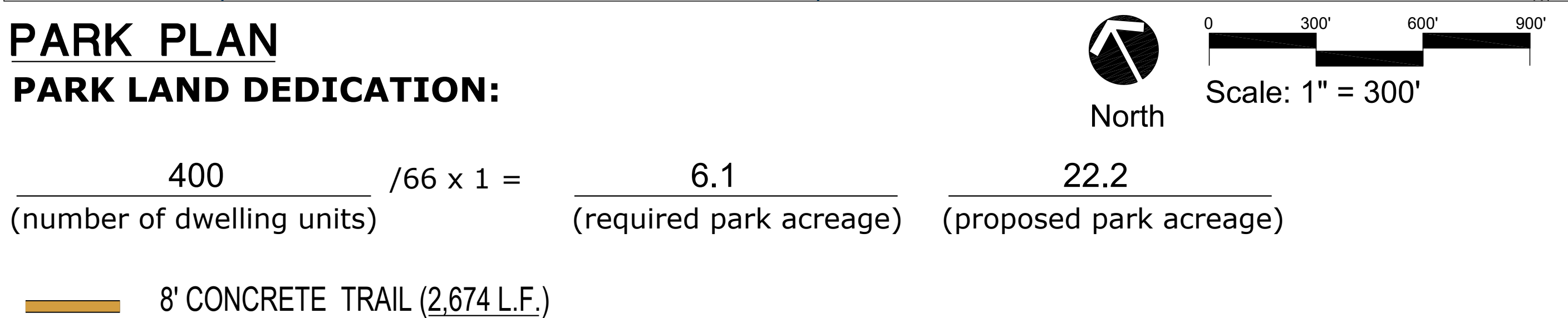
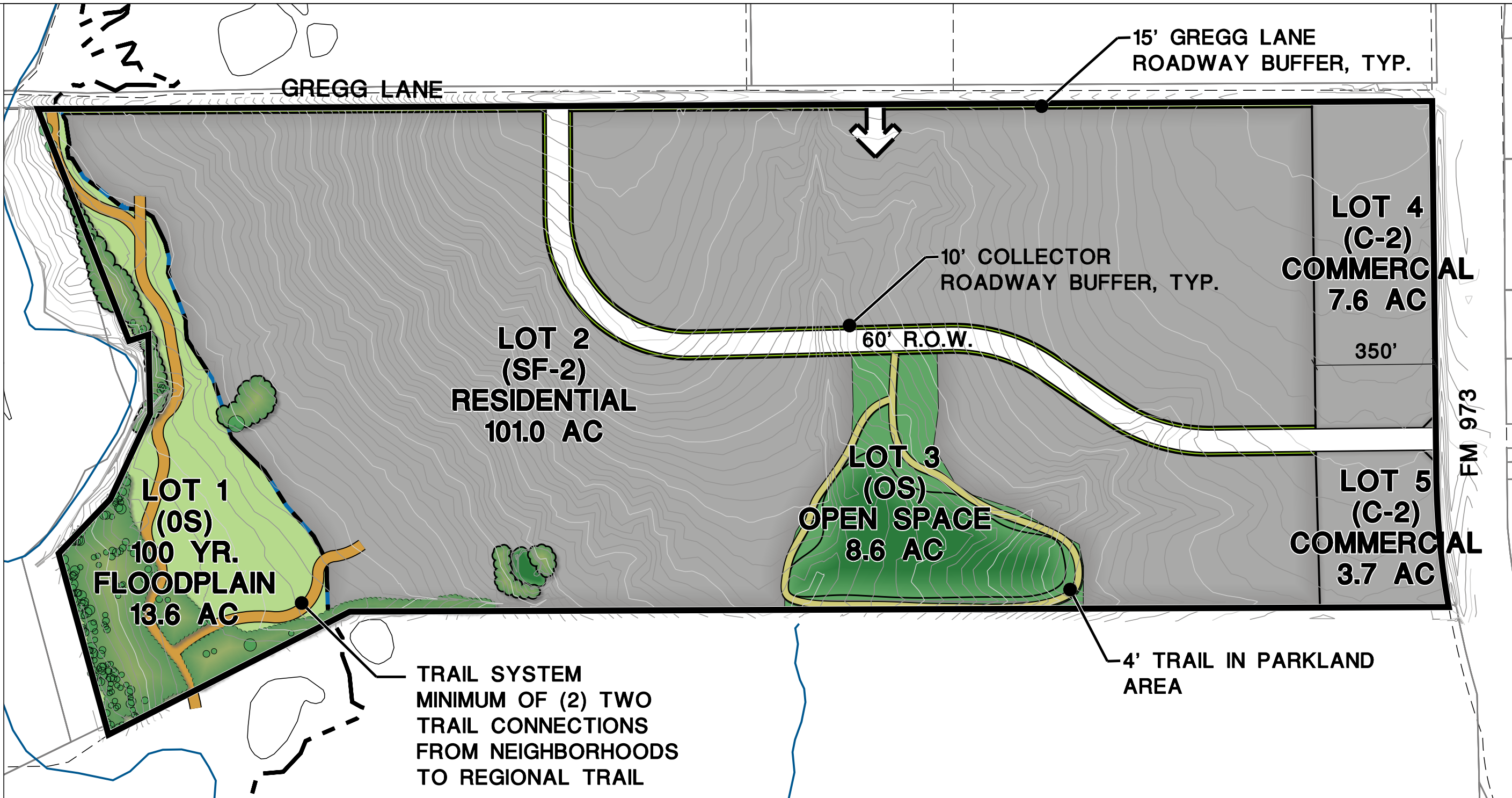
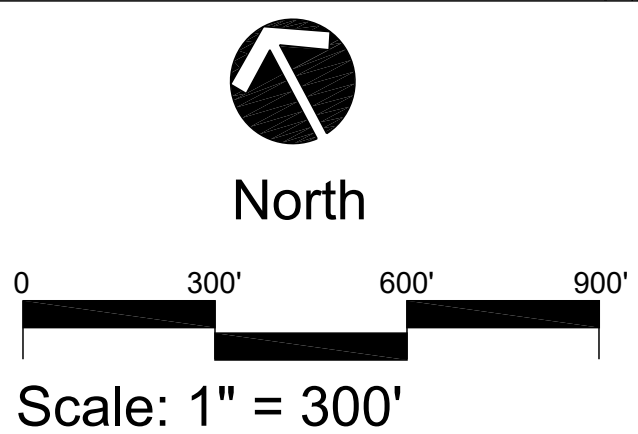
With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.

The herein referenced tract is referenced to State Plane Coordinates, Texas Central Zone, 4203.



LAND USE PARCEL TABLE				
LAND USE	ACREAGE	LOTS	DENSITY	
(SF-2) RESIDENTIAL	101.0 ACRES	400 LOTS	4.0 DU/AC	
(C-2) MEDIUM COMMERCIAL	11.3 ACRES	2 LOTS		
(OS) FLOODPLAIN	13.6 ACRES	1 LOTS		
(OS) OPEN SPACE	8.6 ACRES	1 LOTS		
TOTAL	134.5 ACRES		3.0 DU/AC	

LEGEND	
	PLAN BOUNDARY
	PROPOSED RIGHT-OF-WAY
	CITY LIMITS
	4' WALKS
	8' TRAILS



**A. Purpose and Intent**

- The Monarch Ranch Planned Unit Development (PUD) is comprised of approximately 134.5 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.

**B. Applicability and Base Zoning**

- All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
- For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:

SF-2 (Single-Family Standard)  
C-2 (Medium Commercial)

**C. Conceptual Site Layout and Land Use Plan**

- The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Final PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.

**D. Allowable/Prohibited Uses**

- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be four hundred (400). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
- The following uses shall be prohibited within the C-2 area of the PUD:
  - Amusement (outdoor)
  - Automobile Repair (minor)
  - Automobile Repair (major)
  - Commercial Off-Street Parking
  - Contractor's Shop
  - Financial Services (alternative)
  - Funeral Services
  - Kennel
  - Laundry Services
  - Mini-Storage Warehouse
  - Off-Site Accessory Parking
  - Pawnshop
  - Recreational Vehicle Sales and Rental
  - Truck and Trailer Sales and Rental
  - Veterinary Service, Large

**E. Residential Development Standards**

- To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
  - A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
  - A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.
- The Monarch Ranch residential development will comply with the Development Standards set forth below:

**RESIDENTIAL USES**

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)  
Lot Width: (minimum)50 ft.  
Front Setback: (minimum)25 ft.  
Side Setback: (minimum)5 ft.  
Street Side Setback: (minimum)15 ft.  
Rear Setback to residential:(minimum)10 ft.  
Rear Setback to commercial: 15 ft  
Minimum dwelling unit size: 1,700 sq. ft.  
Maximum building coverage: 50%  
Maximum building coverage plus accessory structures: 60%

- Standards not listed follow code, as amended

**F. Commercial Development Standards**

- The Monarch Ranch commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.

**G. Drainage Dedication and Facilities**

- Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

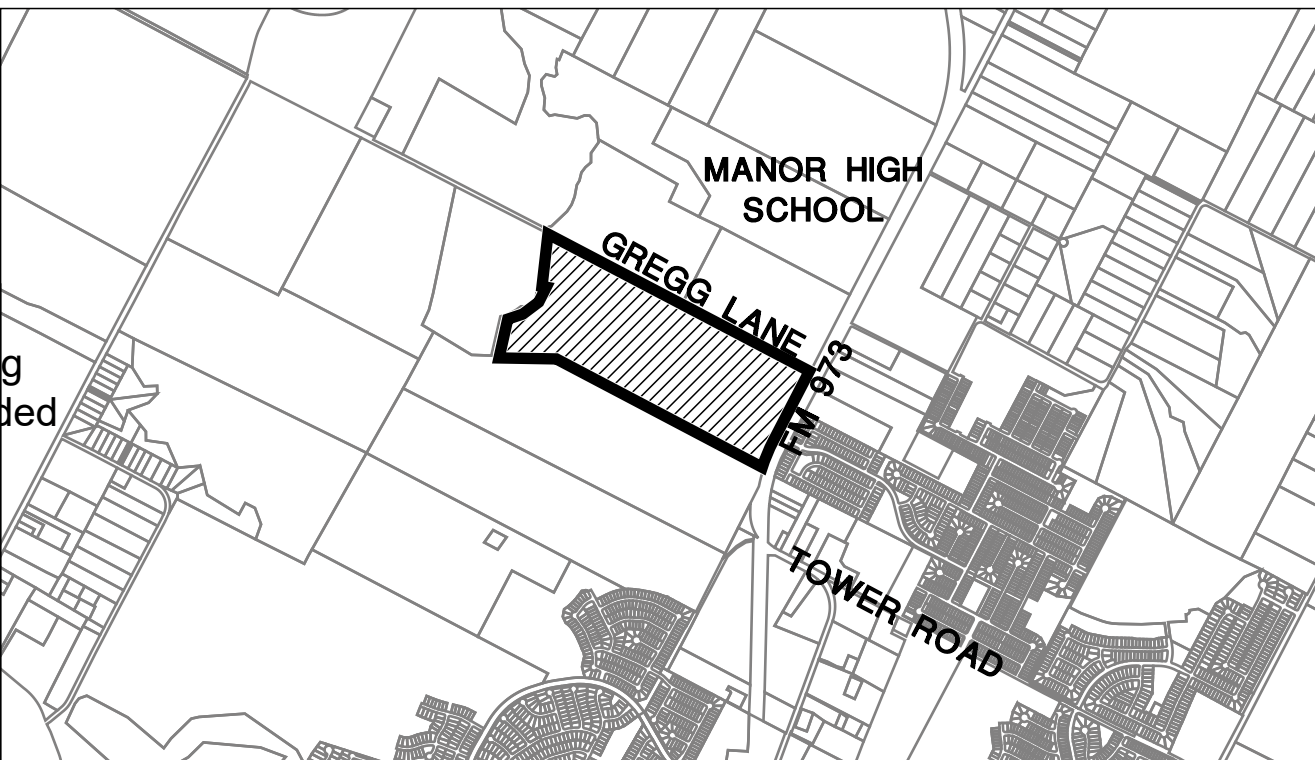
**H. Parkland and Open Space**

- This Final PUD Site Plan provides approximately 22.2 acres of park and open space with the dedication of two (2) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, 100 year floodplain, trail corridor and active programmed parkland.
- An eight-foot (8') concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
- Parkland amenities located within the Enfield PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
  - Age 5-12 playground
  - Age 2-5 playground
  - Parking area with a minimum of 20 parking spaces
  - Minimum 10,000 square foot dog park (may be allowed within detention area)
  - Minimum 20 foot by 30 foot picnic pavilion
- A portion of the parkland may be utilized for a private amenity pool and associated restroom facility. This lot defined for the private amenity will not be dedicated to the City and final boundary will be determined at the platting stage of development. The private amenity portion of the overall parkland will be a maximum of 2 acres.
- A minimum 4 foot wide, concrete sidewalk shall be provided parallel to the Gregg Lane Landscape Buffer.
- The proposed parkland shall be dedicated to the City of Manor and privately maintained by the Monarch Ranch Homeowner's Association.

**I. Landscaping**

- Gregg Lane Landscape Buffer
  - A minimum fifteen (15) foot landscape buffer, measured from the edge of the Gregg Lane right of way, shall be provided. Four (4), minimum three (3) inch caliper, Type A large or Type B medium native trees (as defined by the Manor Code of Ordinances) and fifteen (15), minimum three (3) gallon, shrubs shall be planted per 200 linear feet of landscape buffer. A minimum four (4) foot wide, concrete sidewalk shall be provided within the Gregg Lane Landscape Buffer or the expanded right of way for Gregg Lane. Location and alignment of the sidewalk shall be coordinated during the Preliminary Plan stage of development.
- Unloaded Collector Landscape Buffer.
  - For internal, unloaded collector roadways, a minimum ten (10) foot landscape buffer, measured from the edge of the collector right of way, shall be provided. One (1), minimum three (3) inch caliper, Type A large or Type B medium native tree (as defined by the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
- Storm Water Detention
  - Storm water detention facilities shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
- Masonry wall shall be provided along the rear and side lotlines of lots that back up to an unloaded collector and Gregg Lane. Masonry shall include brick, stone, stucco or concrete panel fencing. Stone or brick columns shall be provided a minimum of every 300 feet. Walls should be minimized and varied whenever possible to avoid a tunnel effect along the collector roadway.
- All landscape buffers and walls shall be privately maintained by the Monarch Ranch Homeowners Association.

**VICINITY MAP**  
Scale: 1" = 1/2 Mile



Approval and authorized for record by the City Council for the City of Manor, Texas.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Honorable Mayor Dr. Larry Wallace Jr.  
Mayor of the City of Manor, Texas

This Final PUD Site Plan has been submitted to and considered by the Planning and Zoning Commission of the City of Manor, Texas, and is hereby recommended for approval by the City Council.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Philip Tryon, Chairperson

Item 12.

**SEC Planning, LLC**  
Austin, Texas  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
COMMUNITY BRANDING  
4201 W. Parmer Lane Bldg A Suite 220  
Austin, TX 78727  
T 512.246.7903  
www.secplanning.com  
Email : info@secplanning.com

**BLACKBURN HOMES**

**MONARCH RANCH**  
**FINAL PUD SITE PLAN**  
**MANOR, TEXAS**

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Issued:	
1. PUD Submittal	5/24/2021
2.	
3.	
4.	
5.	
Revisions:	
1. PUD Submittal	7/29/2021
2. PUD Submittal	8/30/2021
3. PUD Submittal	11/11/2021
4.	
5.	
Issue Date:	

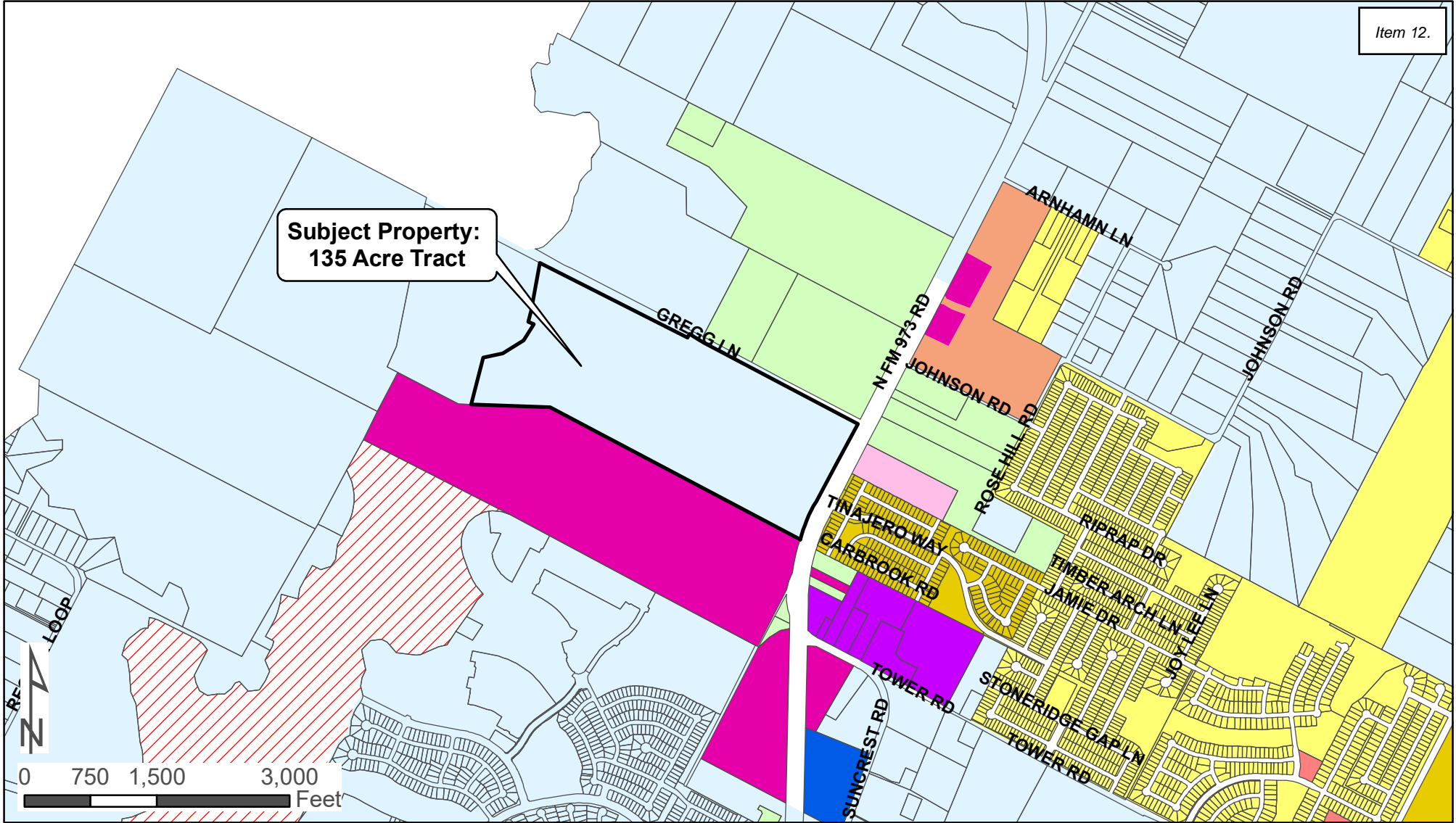
Drawn By:  
Reviewed By: MB

Project No.  
210038 - BBGR


















SHEET \_\_1\_\_ of \_\_1\_\_

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SEC Planning, LLC

Subject Property:  
135 Acre Tract



# Proposed Zoning: Planned Unit Development (PUD)

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Pauline M. Gray, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.

### BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council reappointed the Planning and Zoning Commission and one representative of the development community as the Community Impact Fee Advisory Committee. The Committee has met several times and has evaluated the City's current Impact Fee Program and has come up with recommendations for proposed changes to the Community Impact Fee Land Use Assumptions and Capital Improvements Plan. The Advisory Committee recommended approval.

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

- Land Use Assumption Map
- Water and Wastewater Capital Improvement Projects


### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects.


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




Legend

 Proposed Storage Tank

 Existing Storage Tank


 12" Water Main


 12"/16" Water Main


 16" Water Main

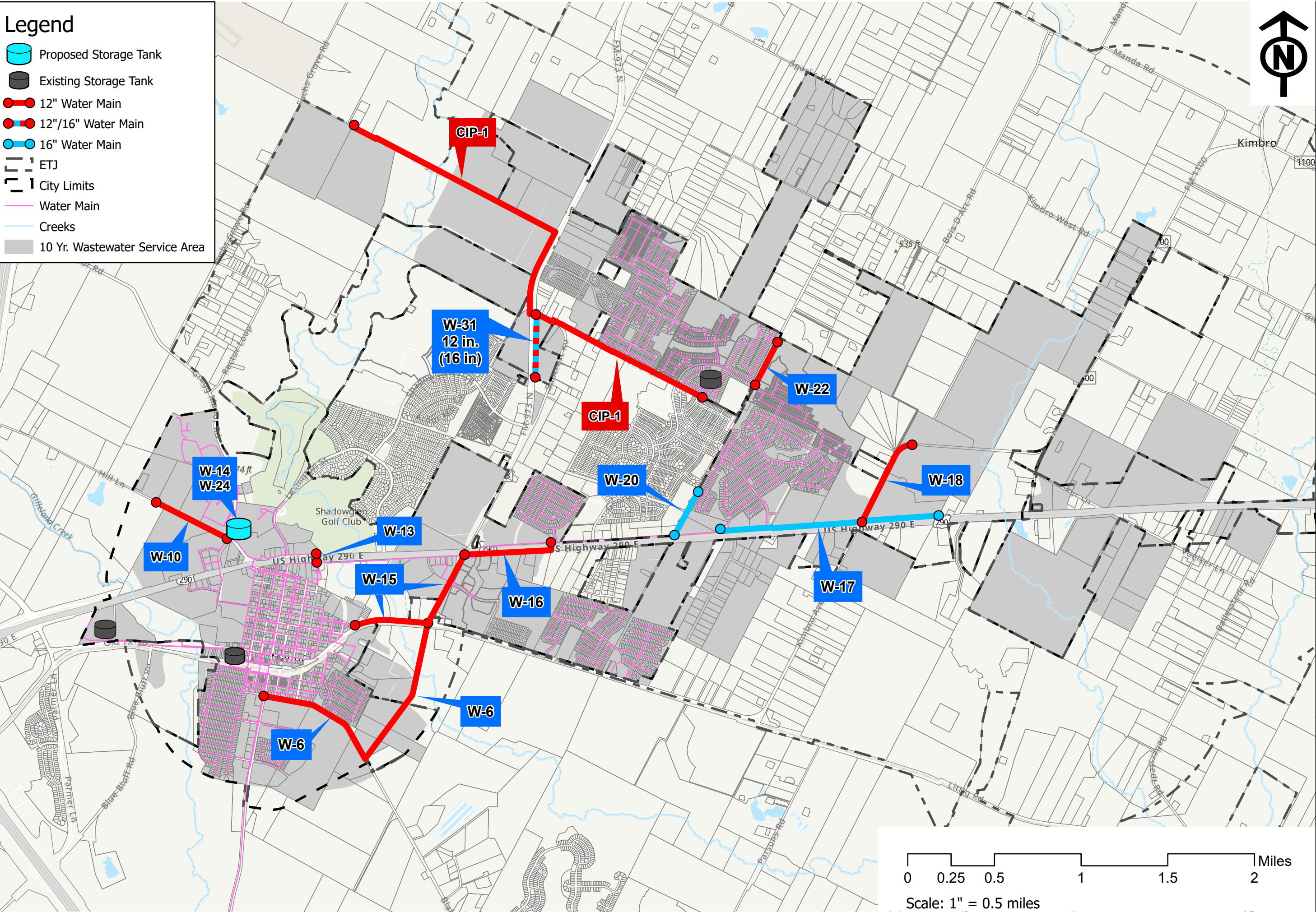
 ETJ

 City Limits

 Water Main

 Creeks

 10 Yr. Wastewater Service Area



Item 13.

EXHIBIT 2

CITY OF MANOR

10 YEAR WATER

CAPITAL IMPROVEMENTS PLAN

2021 UPDATE

PROJECT NUMBER

14966.00

DATE

9/9/2021

 Jaeco

JAY ENGINEERING, A DIVISION OF CBA

119

EXHIBIT A-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
NOVEMBER 2021

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2020 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2021	Blake Manor Road Water Line	12	inch	3,200	\$ 268,800.00	0.050	20	\$ 322,560.00	\$ 48,400.00	\$ 48,200.00	\$ 253,529.66	\$ 673,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2020	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 333,270.00	\$ 50,000.00	\$ 46,000.00	\$ 259,644.71	\$ 689,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2023	US 290 Crossing at Golf Course	12	inch	250	\$ 100,000.00	0.050	20	\$ 130,000.00	\$ 19,500.00	\$ 22,400.00	\$ 103,974.01	\$ 276,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2022	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 2,500,000.00	0.050	20	\$ 3,125,000.00	\$ 468,800.00	\$ 503,100.00	\$ 2,478,017.11	\$ 6,575,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2022	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 420,000.00	\$ 63,000.00	\$ 67,600.00	\$ 333,031.37	\$ 884,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2022	US 290 Water Line	12	inch	2900	\$ 275,000.00	0.050	20	\$ 343,750.00	\$ 51,600.00	\$ 55,300.00	\$ 272,576.44	\$ 723,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2020	US 290 Water Line	16	inch	4400	\$ 540,000.00	0.050	20	\$ 621,000.00	\$ 93,200.00	\$ 85,700.00	\$ 483,820.91	\$ 1,284,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2020	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 545,100.00	\$ 81,800.00	\$ 75,200.00	\$ 424,666.41	\$ 1,127,000.00	Transmission main to serve new growth north of US 290
W-20	2023	Bois D'Arc Lane Water Line	16	inch	2700	\$ 302,400.00	0.050	20	\$ 393,120.00	\$ 59,000.00	\$ 67,800.00	\$ 314,474.52	\$ 834,000.00	Transmission main to improve delivery of water from East EST
W-22	2023	Bois D'Arc Lane Water Line	12	inch	2500	\$ 210,000.00	0.050	20	\$ 273,000.00	\$ 41,000.00	\$ 47,100.00	\$ 218,411.96	\$ 580,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 200,000.00	0.050	20	\$ 280,000.00	\$ 42,000.00	\$ 54,700.00	\$ 227,847.65	\$ 605,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2022	FM 973 Water Line	12	inch	5200	\$ 436,800.00	0.050	20	\$ 546,000.00	\$ 81,900.00	\$ 87,900.00	\$ 432,952.88	\$ 1,149,000.00	Transmission main along FM 973 from Tower Road to Canopy Lane to serve new growth.
Water CIP-1	2020	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,560,000.00	0.050	20	\$ 1,794,000.00	\$ 269,100.00	\$ 247,600.00	\$ 1,397,630.92	\$ 3,708,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total													\$ 20,564,000.00	

Notes:  
Water LUEs are defined as requiring 451 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.

-  Lift Station
-  Wastewater Treatment Plant
-  Force Main
-  Gravity Main
-  10 Yr. Wastewater Service Area
-  ETJ
-  City Limits
-  Sewer Main
-  Creeks

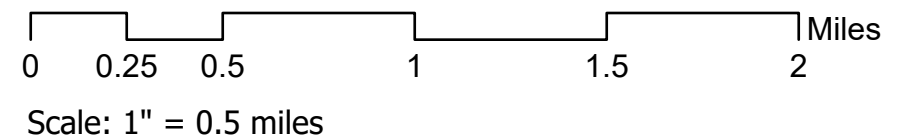


EXHIBIT A-4  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
NOVEMBER 202

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

Project No.	Year	Description	Construction Cost (2021 Dollars)	Interest	Period (months)	Payment	Total Payment	Size	Length	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2020	Addl. Wilbarger WWTP Capacity	\$ 16,825,000.00	0.00425	240	\$ 145,667.98	\$ 34,960,314.38	1.33 MGD		\$ 19,348,750.00	\$ 2,140,000.00	\$ 400,000.00	\$ 13,071,564.38	\$ 34,960,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2021	Cottonwood WWTP, Phase 1, 0.20 MGD	\$5,119,897.50	0.00425	240	\$ 49,195.04	\$ 11,806,810.71	0.20 MGD		\$ 6,143,877.00	\$ 398,000.00	\$ 850,400.00	\$ 4,414,533.71	\$ 11,807,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2021	East Cottonwood Gravity Line	\$ 1,750,000.00	0.00425	240	\$ 14,773.93	\$ 3,545,743.72	12"	3,200	\$ 2,100,000.00	\$ 51,000.00	\$ 69,000.00	\$ 1,325,743.72	\$ 3,546,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2021	West Cottonwood LS and FM	\$ 1,000,000.00	0.00425	240	\$ 8,837.74	\$ 2,121,057.51	6" FM and 350 gpm LS	3,700	\$ 1,200,000.00	\$ 79,000.00	\$ 49,000.00	\$ 793,057.51	\$ 2,121,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2022	West Cottonwood Gravity Line, Phase 2	\$ 984,000.00	0.00425	240	\$ 8,917.60	\$ 2,140,223.69	15"	8,200	\$ 1,230,000.00	\$ 64,000.00	\$ 46,000.00	\$ 800,223.69	\$ 2,140,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2022	FM 973 Gravity Wastewater Line	\$ 700,000.00	0.00425	240	\$ 6,139.30	\$ 1,473,432.00	15"	5,800	\$ 875,000.00	\$ 131,300.00	\$ 106,100.00	\$ 361,032.00	\$ 1,473,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 750,000.00	0.00425	240	\$ 8,988.81	\$ 2,157,313.53	200 gpm		\$ 1,012,500.00	\$ 151,900.00	\$ 186,300.00	\$ 806,613.53	\$ 2,157,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-28	2018	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 26,271.96	0.00425	240	\$ 210.84	\$ 50,601.98	12"	3,100	\$ 27,585.56	\$ 4,096.48	\$ -	\$ 18,919.94	\$ 51,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2022	Expand Cottonwood WWTP to 0.40 MGD Capacity	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	0.40 MGD		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.50 MGD Capacity	\$ 2,500,000.00	0.00425	240	\$ 31,340.04	\$ 7,521,608.52	0.50 MGD		\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,812,308.52	\$ 7,522,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-32	2021	Bastrop-Parsons WW Improvements	\$ 418,097.00	0.00425	240	\$ 4,339.12	\$ 1,041,388.76	12"		\$ 501,716.40	\$ 75,300.00	\$ 75,000.00	\$ 389,372.36	\$ 1,041,000.00	Replacement of existing wastewater line in Bastrop and Parsons; to correct current capacity issues and serve additional growth
S-33	2022	Wilbarger Basin Gravity Line to Lift Station (off Gregg Lane)	\$ 750,000.00	0.00425	240	\$ 8,178.90	\$ 1,962,936.50	15"	6,200	\$ 937,500.00	\$ 140,600.00	\$ 150,900.00	\$ 733,936.50	\$ 1,963,000.00	New wastewater line to serve growth along Gregg Lane.
S-34	2022	Wilbarger Basin lift station and force main (off Gregg Lane)	\$ 1,000,000.00	0.00425	240	\$ 10,906.09	\$ 2,617,461.63	12" FM and 225 gpm LS	3,500	\$ 1,250,000.00	\$ 187,500.00	\$ 201,300.00	\$ 978,661.63	\$ 2,617,000.00	New lift station and force main to servie growth along Gregg Lane.
S-35	2022	Gravity line from City Limits to tie in to Wastewater line to Cottonwood	\$ 850,000.00	0.00425	240	\$ 9,270.31	\$ 2,224,874.33	12"	8,130	\$ 1,062,500.00	\$ 159,400.00	\$ 171,100.00	\$ 831,874.33	\$ 2,225,000.00	Option 1 -New gravity wastewater line to extend wastewater service to City Limits for future growth.
S-36	2022	Lift Station and Force main to Cottonwood WWTP	\$ 2,000,000.00	0.00425	240	\$ 21,811.51	\$ 5,234,763.54	10" FM 1,575 LUEs		\$ 2,500,000.00	\$ 375,000.00	\$ 402,500.00	\$ 1,957,263.54	\$ 5,235,000.00	New lift station and force main to serve areas south of US Hwy 290 along Old Kimbro Road.
CIP-1	2021	Wildhorse Creek Lift Station Expansion	\$ 750,000.00	0.00425	240	\$ 7,520.06	\$ 1,804,815.50	1,075 gpm, 2nd WW		\$ 900,000.00	\$ 135,000.00	\$ 95,000.00	\$ 75,900.00	\$ 1,206,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2022	Bell Farms Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	1,400 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 730 LUES. Current phase 1 capacity is 1264 LUES. Ultimate Capcity at phase 2 is 2172.
CIP-3	2022	Presidential Glen Lift Station Expansion	\$ 400,000.00	0.00425	240	\$ 3,826.58	\$ 918,379.57	2,275 gpm, 2nd WW		\$ 500,000.00	\$ 45,000.00	\$ 30,000.00	\$ 343,379.57	\$ 918,000.00	Presently at approximately 1281 LUES. Actual phase 1 capacity with current wastewater flows is in excess of 1500 LUES. Ultimate Capcity at phase 2 is 3517.
CIP-4	2022	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	\$ 6,579.87	\$ 1,579,169.64	12" & 15"	1,566 & 2,760	\$ 754,222.50	\$ 113,100.00	\$ 121,400.00	\$ 590,447.14	\$ 1,579,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2020	Travis County Rural Center Lift Station, force main	\$ 1,931,000.00	0.00425	240	\$ 16,288.93	\$ 3,909,342.17	500 gpm	500	\$ 2,220,650.00	\$ 127,000.00	\$ 100,000.00	\$ 1,461,692.17	\$ 3,909,000.00	Lift Station and Force Main from Rural Center to existing wastewater line



Total: \$ 92,623,000.00



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project.

### BACKGROUND/SUMMARY:

The project includes the construction of a new lift station and wastewater treatment plant to serve new development within the Cottonwood Creek and Cottonwood Creek Tributary Basins.

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

- Change Order No. 2

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Change Order No. 2 to the construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project with Excel Construction Services, LLC in the amount of \$43,312.00.

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

## CHANGE ORDER

ORDER NO.: 2

DATE: November 30, 2021

AGREEMENT DATE: November 18, 2020

NAME OF PROJECT: Cottonwood Creek Wastewater Treatment Plant Improvements

OWNER: City of Manor

CONTRACTOR: Excel Construction Services, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item No. 1 - Add 1 LS Change Order Item C.O.2-1, Cost increases for pipe due to Force Majeure declared by the material supplier for the Contractor 18" and 21" PVC pipe, @ \$7,419.00/LS
- Item No. 2 - Add 1 LS Change Order Item C.O.2-2, @ \$6, filter influent pipe lining to P401 in lieu of cement lined and two additional spool pieces required at the filter influent, @ \$4,763.00/LS
- Item No. 3 - Add 1 LS Change Order Item C.O. 2-3, revisions to the electrical site duct bank, slide gate, and additional gate for the perimeter fence, @ \$29,963.00/LS
- Item No. 4 - Add 1 LS Change Order Item C.O. 2-4, complete installation of interior finish of office building, @ \$1,167.00/LS

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$5,119,897.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$5,166,919.50

The CONTRACT PRICE due to this CHANGE ORDER will be increased by \$43,312.00

New CONTRACT PRICE including this CHANGE ORDER will be: \$5,210,231.50

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 31 calendar days for the substantial completion of treatment plant. The date for substantial completion of the treatment plant work will be December 31, 2021.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Frank T. Phelan, P.E. Signed: \_\_\_\_\_  
Engineer

Ordered by: \_\_\_\_\_ Signed: \_\_\_\_\_  
Owner

Accepted by: \_\_\_\_\_ Signed \_\_\_\_\_  
Contractor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Pauline M. Gray, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a change order to the construction contract for the 2020 Capital Metro Pavement Improvements project.

### BACKGROUND/SUMMARY:

The project included street reconstruction and resurfacing including excavation, subgrade preparation, flexible base, paving fabric and hot mix asphalt concrete in selected areas. This is the third change order for the project and will DECREASE the cost of the contract.

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

- Change Order No. 3

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Change Order No. 3 to the construction contract for the 2020 Capital Metro Paving Improvements project with Forsythe Brothers Infrastructure, LLC. The change order will decrease the project costs by \$71,701.25.

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

## CHANGE ORDER

ORDER NO.: 3

DATE: December 15, 2021

AGREEMENT DATE: April 27, 2021

NAME OF PROJECT: 2020 Capital Metro Paving Improvements

OWNER: City of Manor

CONTRACTOR: Forsythe Brothers Infrastructure, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

- Item No. 1 - **Remove bid item 9**, 2,300 SY Geotextile fabric @ \$8.00/SY
- Item No. 2 - **Remove bid item 17**, 725 SY Geotextile fabric @ \$8.00/SY
- Item No. 3 - **Remove bid item 25**, 740 SY Geotextile fabric @ \$8.00/SY
- Item No. 4 - **Remove alternate bid item 2-A**, 1,350 SY Geotextile fabric @ \$8.00/SY
- Item No. 5 - **Remove alternate bid item 5-A**, 5 EA driveway pavement joint @ \$350.00/EA
- Item No. 6 - **Remove alternate bid item 2-B**, 1,300 SY Geotextile fabric @ \$8.00/SY
- Item No. 7 - **Remove alternate bid item 5-B**, 9 EA driveway pavement joint @ \$350.00/EA
- Item No. 8 - **Remove alternate bid item 2-C**, 1,400 SY Geotextile fabric @ \$8.00/SY
- Item No. 9 - **Remove alternate bid item 5-C**, 9 EA driveway pavement joint @ \$350.00/EA

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$374,188.75

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS: \$394,268.50

The CONTRACT PRICE due to this CHANGE ORDER will be **decreased** by: \$71,701.25

New CONTRACT PRICE including this CHANGE ORDER will be: \$322,567.25

3. Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 0 calendar days.

The date for completion of all work will be 150 days from the Notice to Proceed

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E. Signed:   
Engineer

Ordered by: Dr. Christopher Harvey Signed: \_\_\_\_\_  
Owner – Mayor – City of Manor

Accepted by: \_\_\_\_\_ Signed \_\_\_\_\_  
Contractor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Frank T. Phelan, P.E.  
**DEPARTMENT:** City Engineer

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Statement of Work No. 9 to the Master Services Agreement between the City of Manor and George Butler Associates, Inc. for the Cottonwood Wastewater Treatment Plant Expansion project.

### BACKGROUND/SUMMARY:

Professional Engineering Services for preliminary engineering, final design, permitting, bidding and construction phase services for the CITY's expansion of the Cottonwood Creek Wastewater Treatment Plant (WWTP). These improvements include expansion of the existing Cottonwood Creek WWTP and Lift Station plant by 0.1 MGD. Design will be in accordance with Chapter 217, 30TAC of the TCEQ rules.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** *The project is being funded through a grant application to the U.S. Department of Commerce's Economic Development Administration in combination with either Community Impact Fee Wastewater Funds or future City debt issuances.*

**PRESENTATION:** Yes

**ATTACHMENTS:** Yes

- Statement of Work

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the Statement of Work No. 9 to the existing Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Wastewater Treatment Plant Expansion project.

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

## EXHIBIT A

### Statement of Work (SOW) No. 9

#### TO MASTER SERVICES AGREEMENT

Statement of Work No. 9 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

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

**ASSIGNMENT:** Professional Engineering Services for preliminary engineering, final design, permitting, bidding and construction phase services for the CITY's expansion of the Cottonwood Creek Wastewater Treatment Plant (WWTP). These improvements include expansion of the existing Cottonwood Creek WWTP and Lift Station plant by 0.1 MGD. Design will be in accordance with Chapter 217, 30TAC of the TCEQ rules.

#### SCOPE OF SERVICES:

##### **TASK 1: PROJECT MANAGEMENT**

Coordinate project goals and align CITY and ENGINEER expectations and purposes. Subtasks will include:

SUBTASK 1: Kickoff Meeting

SUBTASK 2: Schedule Maintenance

SUBTASK 3: Progress Meetings (12 Meetings)

SUBTASK 4: Invoices and Progress Reports (12 Invoices and Reports)

SUBTASK 5: Principal Oversight

##### **TASK 2: PRELIMINARY ENGINEERING**

SUBTASK 1: Collect all maps, drawings, and specifications available on the relevant portions of the project.

SUBTASK 2: Define the project criteria in accordance with funding commitments and limits.

SUBTASK 3: Review field investigations, surveying and mapping analysis to refine the quantitative limits of the project.

SUBTASK 4: Complete preliminary design calculations and drawings for the construction of the facilities.

SUBTASK 5: Submit preliminary equipment layout and design calculations to Owner for review and approval.

SUBTASK 6: Prepare preliminary opinion of probable cost for the anticipated quantities involved.

**TASK 3: CONSTRUCTION DOCUMENT PHASE**

SUBTASK 1: Review field investigation, survey and other data for performance of detailed designs, as required.

SUBTASK 2: Prepare drawings for construction of the project.

SUBTASK 3: Prepare technical specifications for construction of the project.

SUBTASK 4: Prepare contract documents for construction of the project.

**TASK 4: PERMITTING PHASE**

SUBTASK 1: Prepare and submit applications for: City of Manor's United States Department of Commerce, Economic Development Administration (EDA) Grant Application and TCEQ.

SUBTASK 2: Respond to reviewing entity comments.

SUBTASK 3: Finalize plans and documents accordingly with any necessary changes from regulating entities.

**TASK 5: BIDDING PHASE**

SUBTASK 1: Provide bidding documents to CITY and assist with bidding.

SUBTASK 2: Issue bid documents to potential bidders.

SUBTASK 3: Answer potential bidder inquiries and issue addenda as necessary.

SUBTASK 4: Conduct pre-bid conference.

SUBTASK 5: Submit opinion of probable construction costs (OPCC) and attend bid opening.

SUBTASKS 6: Review bids, develop bid tabulation, perform contractor qualifications verification and provide recommendation of award.

SUBTASK 7: Submit to CITY for review and approval to award.

SUBTASK 8: Provide contracts and execution of award.

**TASK 6: CONSTRUCTION PHASE**

SUBTASK 1: Review required bonding and insurance requirements and prepare notice to proceed.

SUBTASK 2: Conduct pre-construction conference and review contract requirements.

SUBTASK 3: Perform submittal review and approval in accordance with construction documents.

SUBTASK 4: Conduct periodic observations of construction progress and prepare record copies of inspections.

SUBTASK 5: Review field testing reports.

SUBTASK 6: Issue construction-related decisions to contractor on proceeding with alternative or unit price work items.

SUBTASK 7: Review contractor's pay requests for accurate progress representation and make recommendations to Owner for payment.

SUBTASK 8: Conduct a final inspection of all completed work and quantities, and issue recommendations for final payment.

SUBTASK 9: Issue a certificate of substantial construction compliance and closeout documents.

SUBTASK 10: Prepare record construction drawings to reflect any adjustments.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Site development plans.
6. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
7. Inspection or testing services.
8. SWPPP or TPDES permits.
9. Permitting Support.
10. Construction phase services not specifically listed.
11. Any designs or reports not specifically listed.
12. Additional meetings and site visits not specifically listed.
13. Any other service not specifically listed.

**COMPENSATION:**

TASK 1. FEE:	\$12,600
TASK 2. FEE:	\$45,700
TASK 3. FEE:	\$288,600
TASK 4. FEE:	\$5,200
TASK 5. FEE:	\$12,400
TASK 6. FEE:	\$34,100

TOTAL: \$398,600

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: \_\_\_\_\_

By: Frank T. Phelon

Date: \_\_\_\_\_

Date: 11/22/21



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Michael Tuley, Director  
**DEPARTMENT:** Public Works

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.

### BACKGROUND/SUMMARY:

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of procryl rust inhibitive primer to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (3.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of aluminum alkyd to the complete exterior (100%) shall be applied to the manufacturer's recommendations (1.0 -1.5 mils DFT). Owner
- This qualifies for H.O.T. Funds funding.

This item was postponed at the November 17, 2021, Regular Council Meeting.

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

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council postponed item until January 19, 2022, regular council meeting.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on RFP 2021-58 for a Grant Management Consultant.

### BACKGROUND/SUMMARY:

This RFP will allow the city to contract with a Grant Management Consultant firm and for them to apply and manage grant for the city.

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

- Draft RFP 2021-58

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve RFP 2021-58 for a Grant Management Consultant.

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



CITY OF MANOR

## REQUEST FOR PROPOSALS

**Proposal Reference Number: 2021-58**

**Project Title: Grant Writing and Management Services**

**Proposal Closing Date: JANUARY 28, 2022 at 2:00 p.m.**

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## Manor, Texas

### About Manor

Located in east Travis County and situated along US Highway 290 East, the City of Manor has experienced rapid growth over the past twenty years. Since incorporation in 1913 Manor has grown from 282 acres to 6,228 or 10 square miles today. In that time the population has increased from 827 people to an estimated 15,471 with almost all that growth occurring since the year 2000 when Manor's population was 1,204. Manor continues to attract new residents at an ever increasing rate, with 1,168 new home permits issued in the 2019-2020 and 2020-2021 fiscal years and over 1,300 apartment units either under construction or in the permitting process.

With a feasibility study currently underway for the planned expansion of US Hwy. 290 East as a continuation of the tolled Manor Expressway by the Central Texas Regional Mobility Authority as well as the re-routing and expanding of FM 973 North by the Texas Department of Transportation, and the conversion of a freight line to a commuter rail line by Capital Metro, Manor's access to Austin and the Central Texas region is poised to be greatly enhanced and fuel even more growth in the coming decades.

## Request for Proposals

### 1. Introduction

- A. Project Overview: The City of Manor is requesting Requests for Proposals (RFP) with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Contract Parties: The City of Manor, may hereon be referred to as “the City”. The person or company responding to the solicitation may hereon be referred to as the “Proposer”.
- C. Questions: Following are contacts for questions as identified.
  - i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the City Manager identified in section 2 below.
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix A – Scope of Services.
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iv. Acknowledgment of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

- E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

## 2. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

## 3. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

## 4. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: All proposals must be physically submitted.
- B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on page 6 (six) of Appendix A-Scope of Work. It is the Proposer's responsibility to have the Proposal Documents correctly physically submitted by the submittal deadline. No extensions will be

granted, and no late submissions will be accepted.

- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded with City Manager or designated receiver shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the City Manager.
- E. Proposal Document Format: Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the City at its discretion. Additionally, one (1) USB shall be submitted containing a PDF copy of the submission.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

## 5. **Proposal Evaluation and Contract Award**

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the municipality. In determining best value, the City may weigh and consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services; the quality of the Proposer's goods or service, the extent to which the goods and services meet the City's needs; the past relationship with the City, the total long-term cost to the City to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may

accept the price most beneficial to the City, and the Proposer will be bound thereby.

- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Manor for cause:
  - i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
  - ii) The successful Proposer violates any of the provisions of these specifications; or
  - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
  - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Manor may, terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi) When the contract has been so terminated by the City of Manor, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

## I. Appendix A – Scope of Services

**Project Title:** REQUEST FOR PROPOSALS FOR GRANT WRITING AND MANAGEMENT SERVICES

### 1. Scope of Services Contact

Questions about the technical nature of the Scope of Services, etc. may be directed to **Interim City Manager Scott Dunlop**, Phone. 512-215-8262, e-mail: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org)

### 2. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

**NONE**

### 3. Proposal Evaluation

- A. A committee comprised of City staff shall review and rank all responses according to qualifications, and consultants may be selected for interviews or oral presentations as deemed necessary by the committee. The committee shall make a recommendation to the City Council for final selection. The City makes no commitment to any respondent to this RFP beyond consideration of its written response.

#### B. Evaluation Criteria:

Emphasis	Factor
35%	Qualifications and relevant experience. Preference will be given to firms knowledgeable with State of Texas laws and legislative process.
25%	Approach to providing the required services.
20%	Quality and applicability of references
15%	Fees
5%	HUB / Affirmative Action
<i>Optional: 25%</i>	Optional Interview/Presentation by short-listed Proposers.

### 4. Key Events Schedule

Proposal Release Date	December 27, 2021
Deadline for Submittal of Written Questions	January 10, 2022
Sealed Proposals Due to and Opened by City	January 28, 2022, at 2:00 p.m.
Anticipated Committee Review, Scoring, and Interviews (if requested)	January 31 - February 4, 2022
Earliest Anticipated Award Date	February 16, 2022

## 5. Scope of Services

### A. Scope and Intent

The City of Manor seeks written proposals from qualified firms to assist in the application preparation and overall grant management required by the City for the implementation of a capital improvement project(s) for FEMA Hazard Mitigation Grant Programs, Texas General Land Office Community Development Block Grant Programs, Texas Water Development Board Grant Programs, Texas Parks and Wildlife Department Grant Programs, and other state and federal grant programs.

The management consultant or firm to be hired is to provide contract-related management services to the City, including, but not limited to, the following project areas:

#### Project Scope of Work #1:

- Grant writing and application preparation

#### Project Scope of Work #2:

- Financial management;
- Record-keeping requirements;
- Antiquities and Environmental clearance procedures;
- Real property acquisition procedures under Uniform Act;
- Equal employment opportunity requirements;
- Compliance management with all state and federal regulations; and
- Contract close-out assistance.

The respondent shall be prepared to describe actual tasks performed under each of these general categories of work.

### B. CONTRACT

The City of Manor will receive sealed responses for this RFP to provide for a contract commencing within thirty (30) days after the date of the award by the City of Manor. The City of Manor will score and rank all eligible respondents. The City will negotiate a contract with the highest scoring respondent. If a contract cannot be reached, then the City will move down the list until a contract can be agreed upon. The City will issue a contract work order for the identified Project Scope of Work #1 and as funding allows a contract work order for the identified Project Scope of Work #2.

### C. SUBMITTAL REQUIREMENTS

Submitters shall include the following in their response to this Request for Proposal (RFP).

1. Introduction and Company Overview – Provide background information on the firm, the number of years the firm has been in business, owners, management, their contact information, and any other pertinent information. Identify and provide resumes for the key personnel that would work with the City of Manor. Staff resumes may be attached as an Appendix and will not count against the submission page limit.
2. Qualifications and Experience - Provide information on your firm's experience in providing similar services as included in the scope of work to other government clients.
  - a. Experience in writing Federal Grant applications to include FEMA.
  - b. Past experience in managing federal and state funded local construction projects and public programs.

3. Disclosure of other clients – Based on your knowledge of the City of Manor, disclose other firms or interest groups that your firm represents that could impact or be in conflict with the City of Manor.
4. References – Please provide contact information for three (3) organizations that your firm has represented in regard to this scope of work. Preference is given for other governmental clients such as cities and/or counties.
5. Approach – Please describe your firm’s approach to providing the services identified in the Scope of Work.
6. Communication - Provide information on how the firm will regularly communicate and keep the City of Manor updated.
7. Fees
  - a. The firm shall submit an estimated total number of hours and estimated fees to complete the discreet tasks identified in the Scope and Intent.
  - b. Travel to and within Travis County is not reimbursable.
  - c. Reimbursement is permitted for certain meals, printing, and travel outside of Travis County, if required. The submitter shall include a not to exceed amount for Reimbursements.
8. Submissions are limited to 15 number of pages, front and back.
9. A total of 5 paper copies along with one digital submission is required.
10. In addition to the submitted RFP, interviews may be scheduled with responsive firms to gain a better understanding of their approach, background, and experience.
11. Complete the Section “Appendix B – Proposal.”

## Appendix B – Proposal

**Submittal Checklist: (To determine validity of proposal)**

- \_\_\_\_\_ Appendix B must be included in the proposal submittal
- \_\_\_\_\_ Appendix C Conflict of Interest Form must be included in the proposal submittal.
- \_\_\_\_\_ HB 89 Verification Form
- \_\_\_\_\_ Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- \_\_\_\_\_ Confidentiality/Non-Disclosure Agreement
- \_\_\_\_\_ Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.			
<b>RFP Number:</b>			
<b>Project Title:</b>	Grant Writing and Management Services		
<b>Submittal Deadline:</b>	January 28, 2022 at 2:00pm		
<b>Proposer's Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<p style="text-align: center;"><u><b>Proposer Authorization</b></u></p> <p><b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</b></p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

## Appendix B – Proposal (continued)

### I. ***REQUIRED PROPOSAL INFORMATION, IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:***

#### 1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

#### 2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based on an hourly rate for providing services consistent with the Project Scope of Work #1 and Project Scope of Work #2.

#### 3. **Term of Contract and Option to Extend**

Any contract resulting from this RFP shall be effective **for one (1) year from date of award.** The City the contract may be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract month to month. To exercise this option, the City shall serve notice 30-days prior to contract termination or to the end of any one-month extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

#### 4. **Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the

business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: \_\_\_\_\_; and the number of employees: \_\_\_\_\_.

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.
- E. Confidentiality/Non-Disclosure Agreement: The Proposer shall attach to its proposal its recommended confidentiality and non-disclosure agreement that will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Proposer may have access. A successful Proposer shall be required to modify any such agreements so that they are applicable to Proposer's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney's Office.

## 5. References

Proposer shall provide Three (3) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal \_\_\_ (does)\_\_\_ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. **Federal, State and/or Local Identification Information**

- A. Centralized Master Proposers List registration number:\_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number:\_\_\_\_\_.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.

II. ***CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. **Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

## 2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that Proposer holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

## 3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Proposer is also required to comply with any Professional Liability Insurance requirements set forth by the laws of the State of Texas. Failure to do so will result in a "non-responsive" designation for the bid.
- B. **Indemnification:** Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER**  
**FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of (*Vendor Name*), (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

**Grant Writing and Management Services**

Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits *ex parte* communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to

develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**Cancellation.** the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

**Compliance with Other Laws and Certification of Eligibility to Contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs

or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code §2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide

said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

**Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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

that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**CITY OF MANOR, TEXAS**

**By:** \_\_\_\_\_

**Scott Dunlop, Interim City Manager**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Vendor**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Appendix C – Form CIQ

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council; and
4. Directors of the City of Manor who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. *The Department is required by law to post the statements on the City's website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <p style="margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="margin-left: 300px;">             _____              Date           </p>		

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Interlocal Agreement between the City of Manor and Manor Independent School District related to land development regulations.

### BACKGROUND/SUMMARY:

This ILA modifies the city's subdivision and site plan regulations to allow for faster permitting of District projects by reducing the application processing time, review time, and the appointment of District and City liaisons to work out issues that may arise during the permitting process.

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

- Interlocal Agreement

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve an Interlocal Agreement between the City of Manor and Manor Independent School District related to land development regulations.

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

County of Travis §  
State of Texas §

## INTERLOCAL AGREEMENT MANOR INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MANOR

This Interlocal Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Manor, a Texas home-rule municipality (the “City”), and the Manor Independent School District, a political subdivision of the State (the “School District”). In this Agreement, the City and the School District are sometimes individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the City through its ordinances and regulations maintains land use controls, site development regulations, and water quality controls for the protection of the public health, safety, and welfare of the people of the City and for the preservation of water quality as required by the State and Federal governments;

WHEREAS, the School District is a political subdivision of the State of Texas charged with the education of children which has its own funding source and elected governing body separate from the City of Manor;

WHEREAS, independent school districts must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations; and

WHEREAS, the City and the School District desire to establish mutually acceptable permitting procedures for the construction of educational facilities which will provide predictability and reduced costs and still protect the public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791, the City and the School District hereby agree that the future construction and expansion of educational facilities within the regulatory jurisdiction of the City shall be in accordance with the permitting procedures set forth in this Agreement.

### ARTICLE I APPLICABILITY AND ADMINISTRATION OF AGREEMENT

Section 1.1. Purpose. The purpose of this Agreement is to establish permit application review periods for certain educational facilities constructed by the School District within the City’s corporate limits, limited purpose jurisdiction, or extraterritorial jurisdiction, as appropriate. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct long range funding and construction planning by relying on the terms set forth in this Agreement. In doing so, the goal is to provide cost-effective education as well as citizen and child safety to the taxpayers of the School District and the City. Further, the permit application review periods by the City will serve to minimize, to the greatest extent possible, the associated

operational costs to the City. By entering into this Agreement, the parties seek to establish regular communication and maintain a cooperative working relationship through a consistent review process for City services.

Section 1.2. City Liaison and Environmental Liaison. The City shall designate one upper-level, full-time city employee to act as City Liaison with the School District who will establish and maintain communication with the School District and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The City Liaison shall assist the City in providing timely and consistent review and interpretation of issues relating to this Agreement.

Section 1.3. School District Liaison. The School District shall designate one upper-level, full-time employee to act as School District Liaison with the City who will establish and maintain communication with the City and who will review and, if possible, resolve all issues and disputes relating to this Agreement. The School District Liaison shall assist the School District and its consultants in complying with the terms and intent of this Agreement.

Section 1.4. Notification. The School District shall notify adjacent property owners of the School District's intent to initiate any reviews or approval by, or communications with the City, or any development addressed in this Agreement when required by state law. The School District notification to adjacent property owners shall be at the School District's cost. If the City chooses to notify any person of the School District's activity pursuant to this Agreement, such notification shall be at the City's cost.

Section 1.5. State and Federal Regulations. The School District acknowledges and remains committed to its legal obligation to comply with all applicable state and federal regulations relating to land development and construction.

Section 1.6. Site Development Plan Required.

a. Unless otherwise authorized by this Agreement, no development shall be commenced, erected, or placed by the School District on property until a site development plan has been approved in accordance with this Agreement. A site development plan shall not be required for: (1) the placement, construction, maintenance, or repair of temporary classrooms; (2) the installation of sidewalks providing access to temporary classrooms; (3) the placement, construction, maintenance or repair of utilities that serve a temporary classroom; or (4) educational facility repair and remodeling which does not require land disturbance or create additional impervious cover. A site development plan shall not be required for any development that will disturb 5,000 square feet or less of land. A site development plan shall only include those notes which reflect the requirements of this Agreement and applicable city ordinances and rules in effect at the time of submittal unless mutually agreed otherwise, development for which a site development plan is not required must otherwise comply with the provisions of this Agreement.

b. Development may be phased to establish construction timing for the proposed development if each proposed phase is a genuine and separate part of the entire development. A phased site development plan shall provide all the information required by Section 3.1 for the first

phase and sufficient engineering, drainage, and water quality information to demonstrate the feasibility of the future phases to comply with the requirements of this Agreement. If the phased site development plan provides all the information required by this Agreement for each phase shown on an approved phased site development plan, then the School District may initiate construction of each phase shown on the approved site development plan so long as the approved site development plan has not expired. If subsequent phases of a phased site development plan do not contain all the information required by Section 3.1, then the requirements of this Agreement shall be met for each phase prior to construction of the phase. If a traffic impact analysis is required by this Agreement for any phase of a site development plan, the phasing plan shall adequately address the traffic related concerns associated with each phase and the entire site development plan.

**Section 1.7. Completion of Project.** After the expiration of this Agreement, the School District may develop land, obtain a building permit (if required), and construct an educational facility in conformance with an approved and unexpired site development plan, this Agreement and any unexpired permits issued under this Agreement. If at the time of the expiration of this Agreement, an unexpired building permit has been issued under this Agreement, the construction authorized by that building permit may proceed for as long as the building permit remains valid, and all certificates of occupancy shall be issued pursuant to the terms of this Agreement. After the expiration of this Agreement, the detailed engineering and drainage plans required for each phase of a phased site development plan may be submitted by the School District and shall be reviewed and approved in accordance with the approved phased site development plan and this Agreement. A site development plan application shall expire one year after submittal if not approved earlier.

**Section 1.8. Existing Facilities and Sites.** This Agreement shall apply to the remodeling, and expansion of any educational facility owned by the School District. Any site plan approved by the City prior to the effective date of this Agreement, may be resubmitted and modified or phased in accordance with the terms of this Agreement.

**Section 1.9. Applicability.** Nothing in this Agreement shall be construed to limit or prevent the School District from purchasing, leasing, or acquiring any building or structure that does not comply with the terms of this Agreement. Conversion or use of a building or structure as an educational facility must comply with this Agreement and applicable City ordinances and rules. The terms, of this Agreement shall apply only in the event of a development permit application to the City.

## **ARTICLE II DEFINITIONS**

**Section 2.1. Definitions.** Each term shall have the meaning assigned to it in the City ordinances and rules. In addition, each of the following terms shall have the meaning assigned to it in this Article II:

**Certified Inspector.** A person who has at least six years of inspection and/or construction experience and is currently certified in the inspection discipline by at least one nationally recognized inspector certifying entity, including, without limitation, the International Conference

of Building Officials ("ICBO") for facilities and the State of Texas for plumbing. The City Building Official may require reasonable documentation to establish and verify the inspection/construction experience of an inspector.

**Educational Facility.** Any building, structure, or site used for educational purposes including, preschool, primary and secondary schools, activity facilities, temporary classrooms, playing fields, and accessory uses, owned, constructed or operated by the School District.

**Effective Date.** The date this Agreement has been executed by both parties.

**Public Improvements.** Facilities or structures, including, without limitation, electric transmission facilities, water and wastewater lines and facilities, streets and other transportation improvements, and drainage facilities to be accepted for operation and maintenance by the City or any other public entity other than the School District, that are necessary for the operation or occupancy of an educational facility.

**School District Purposes.** The use and development of property by the School District for the furtherance of any constitutional or statutory purpose of a School District, including, the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, buildings, facilities and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance related facilities.

### **ARTICLE III SITE DEVELOPMENT PLAN REVIEW**

**Section 3.1. Site Development Plans.** The School District shall submit site development plans to the City in accordance with the submission requirements of the City's ordinances and site development plan regulations.

**Section 3.2. Site Development Plan Submittal.**

a. The submittal of a site development plan by the School District to the City for review shall constitute a representation that to the best knowledge of the School District, the site development plan complies with the City's Code and this Agreement.

b. The City Liaison may waive any initial submittal requirement for a project which, in the City Liaison's opinion, does not appear essential in a particular application for the School District to demonstrate compliance with this Agreement.

**Section 3.3. City Review and Comment Criteria.**

a. Upon receipt of a site development plan from the School District the City Liaison shall notify the School District Liaison by electronic mail or facsimile transmission within three (3) working days of site development plan submittal if the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City

ordinances and rules. If the site development plan is insufficient for review, then the City Liaison shall provide a written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have thirty (30) days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said thirty (30) days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the site development plan will be issued.

b. The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

c. The City shall have fourteen (14) days to review submitted updates to a site development plan.

d. If, after the City has issued comments to the second update to the site development plan and the City has not approved the site development plan, the School District and City Liaisons shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed upon by the Liaisons, the above-described meeting shall occur within ten (10) days of the City issuing comments to the second site development plan update.

Section 3.4. Final Approval. The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City ordinances and rules.

Section 3.5. Effect of Approved Site Development Plan. A site development plan approved pursuant to this Agreement shall satisfy all City requirements necessary for the School District to begin site construction of all development features shown on the site development plan. If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable Building Code and the approved site development plan. The School District may begin site construction and utility construction in accordance with the site development plan after: (a) the approval of the site development plan, (b) a preconstruction conference, and (c) installation of required environmental controls. If applicable, water and wastewater tap(s) from the City may be purchased after approval of the site development plan.

## **ARTICLE IV BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**

Section 4.1. Building Code City Jurisdiction. Where applicable, the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, and Dangerous Building Code) shall regulate the construction, reconstruction, renovation, occupancy, equipment, and maintenance of buildings or structures constructed by the School District.

Section 4.2. Designated Building Officials. The City Building Official shall be the liaison

with the School District Liaison with regard to all Building Code issues. The City Building Official shall assist and coordinate issuance of building permits and certificates of occupancy by the City and the City's inspection of construction, if applicable. Each of the parties hereto shall, at all times, have a designated Building Official and said Building Officials shall maintain open communication between the School District and the City and shall attempt to resolve disputes and issues which are related to the Building Code, building construction plans, building construction inspection, issuance of building permits, or certificate of occupancy issuance.

Section 4.3. Building Permit Application. An application for a building permit shall be delivered to the City Building Official or his or her designee. The application shall be accompanied by the building construction plans. A building permit application may be submitted to the City simultaneously with the submittal of a site development plan.

Section 4.4. Building Construction Plan Review and Building Permit Issuance. After the City Building Official has received the information required by applicable City building permit requirements and adequate evidence of the future availability of water and wastewater service, the City shall have twenty-one (21) days to review the building permit application for a new building and issue to the School District either a building permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. After making the changes necessary to bring the building construction plans into compliance with the Building Code and this Agreement as noted in the written list of changes provided by the City, the School District may resubmit the building construction plans to the City. The City shall have ten (10) days to review the resubmitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The 10-day review period by the City shall apply to a second resubmittal of the building construction plans. If after two resubmittals the City cannot approve the plans and issue a permit, then the City and School District liaison shall meet or communicate as quickly as possible to resolve outstanding issues. The City and School District Building Official may mutually agree to extend any of the required 10-day review periods.

Section 4.5. Approved Building Construction Plan Revision. Revisions to approved building construction plans shall comply with the Building Code and this Agreement. The City shall have ten (10) days to review the revision and shall approve the revision no later than ten (10) days after the City Building Official has received the revision if it complies with the Building Code and this Agreement. If it does not comply, the City shall provide a complete written list of changes needed to bring the revision into compliance with the Building Code and this Agreement. After making the changes necessary to bring the revision into compliance, the School District may resubmit the revision to the City. The City shall have seven (7) days to approve the resubmitted revision to the building construction plans or provide a second written list of changes needed to bring the revision into compliance with the Building Code. The seven-day review period by the City shall apply to each additional resubmittal of a revision to building construction plans. If after two resubmittals the City cannot approve the approved building construction plans revision, then the City and School District Liaisons shall meet or communicate as quickly as possible to resolve outstanding issues.

Section 4.6. Building Permit Inspection. After beginning construction pursuant to a building permit, inspections to confirm that the construction complies with the approved building construction plans will be performed by either a certified inspector or a City inspector. The School District shall retain a copy of the approved building construction plans, with approved revisions, at the Site at all times when construction is in progress or inspections are requested. The School District Building Official and the inspectors shall confer as to any dispute arising during construction regarding compliance with building construction plans. While a dispute is pending, work may be stopped in the area of construction directly involved in the dispute. Records of inspections shall be kept on City forms and the certified inspectors shall report the results of all inspections to the City pursuant to Section 4.9. In addition to the audits of the certified inspectors authorized by Section 4.7, the City shall perform each final inspection required pursuant to the Building Code for a structure where the City will issue a certificate of occupancy.

Section 4.7. Audit of Certified Inspectors. During any construction project where certified inspectors are used, the City Building Official may audit any of the inspections performed. The School District and the City agree that the timing of the City Building Official's audit inspection shall not be revealed to the School District or the certified inspectors until the audits are completed. Further details of the City's auditing shall be agreed upon by the City Building Official and the School District Building Official.

Section 4.8. Layout and Foundation Inspections. Layout and foundation inspections and the documentation of such inspections shall be arranged by the School District. The layout inspection shall be performed by a licensed surveyor and verify that the foundation slabs do not encroach upon any easements, building lines, or setback areas. A professional engineer shall perform foundation inspections to verify that all foundation forms are properly erected and braced, beams have been excavated, reinforcements are in place, and all drops, blackouts, or slab elevation changes are in place. The School District shall pay for the cost of the layout and foundation inspections.

Section 4.9. Certification by Certified Inspectors. After the completion of an inspection required by the Building Code and authorized by this Agreement, a certified inspector performing the inspection shall execute and deliver to the School District Building Official a certification which in substance states:

“This structure has been inspected according to the Building Code; and, based on the inspection, has been found to comply with the requirements of the approved building construction plans and the Building Code.”

The certification required by this Section shall be delivered to the School District Building Official, and the School District Building Official shall forward the certification to the City Building Official for notation of an approved inspection the City's records.

Section 4.10. Certified Inspectors, Final Inspections. Within two (2) working days of the School District and the City Building Official's receipt of the written verification that the building has passed all inspections required by the Building Code except final inspection, a City inspector shall perform final inspections required by the Building Code. If the City inspector finds that the

building, structure, or construction has not been completed in compliance with the building construction plans, the City Inspector shall deliver to the contractor and the School District Building Official, no later than the end of the next business day following a final inspection, a written list of changes necessary to achieve compliance. After the City Inspector has certified compliance with the changes required by the City Inspector, the construction shall have passed the final inspection and a certificate of occupancy shall be issued by the City in accordance with City Code requirements.

## **ARTICLE V SUBDIVISION**

Section 5.1. Timing of Platting. The School District agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the School District with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.

## **ARTICLE VI TERM OF AGREEMENT**

Section 6.1. Term. All provisions of this Agreement shall be in full force and effect for the term of 25 years from the effective date unless terminated sooner pursuant to this section. At any time after 10 years from the effective date, written notice of cancellation ("notice of cancellation") may be delivered by either party to the other party. This Agreement will terminate sixty (60) days after the date of the delivery of the notice of cancellation. A notice of cancellation must be authorized by vote of the School Board or City Council, as appropriate. In the event that a notice of cancellation is delivered by one party to the other, during the intervening sixty (60) day period before the Agreement terminates, the parties agree to negotiate to resolve the issues which gave rise to the notice of cancellation. Before the date on which this Agreement terminates, the parties may, by vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the notice of cancellation or the termination date.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

Section 7.1. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this

Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 7.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 7.3. Notice. All notices required to be in writing will be deemed to be delivered when (i) deposited in the U.S. Mail as certified mail, return receipt requested; (ii) transferred to a mail, package delivery service for next day delivery; or (iv) hand-delivered to the offices named below at the address set forth below with a signed and dated receipt. ANY NOTICE REQUIRING A RESPONSE IN LESS THAN FIVE (5) DAYS SHALL BE HAND DELIVERED. When mailed, delivered delivery service, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section.

Any notice delivered to the School District under this Section shall be addressed:

Manor Independent School District  
Attn: Superintendent  
P.O. Drawer L  
Manor, Texas 78653

with a copy to:

Walsh Gallegos Treviño Russo & Kyle, P.C.  
Attn: Kelley Kalchthaler  
505 E. Huntland Drive, Suite 600  
Austin, Texas 78752  
Phone: (512) 454-6864

Any notice delivered to the City under this Section shall be addressed:

City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, Texas 78653

with a copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Section 7.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or

article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 7.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 7.6. Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 7.7. Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 7.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 7.9. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 7.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 7.11. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 7.12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor governmental entities.

Section 7.13. Modification Procedure. Any modification, amendment, or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

Section 10.14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 7.15. Successor Entities. Any reference to any governmental entity, governmental department, or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsibility or function described by this Agreement.

Section 7.16. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

*[signature pages follow]*

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR

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

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Veronica Rivera  
Assistant City Attorney

MANOR INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Dr. Andre D. Spencer, Superintendent

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Board Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Lydia Collins, Director of Finance  
**DEPARTMENT:** Finance

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

- Ordinance No. 632
- Exhibit A

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 632 adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021

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

**ORDINANCE NO. 632****FY 2020-2021 AMENDED ANNUAL BUDGET ORDINANCE**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN AMENDED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed amended annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2020-2021, and which said proposed amended annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

**WHEREAS**, the City Council has received said City Manager's proposed amended annual budget, a copy of which, along with all supporting schedules, have been filed with the City.

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

**Section 1.** The proposed amended annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2020, and ending September 30, 2021, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the amended annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

**Section 2.** The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved amended annual budget document for the fiscal year ending September 30, 2021.

**Section 3.** Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4.** This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

**ORDINANCE NO. 632**

**Page 2**

**PASSED, ADOPTED, AND APPROVED** on this 15th day of December 2021.

**THE CITY OF MANOR, TEXAS**

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Dr. Christopher Harvey,  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO. 632**

**Page 3**

**“EXHIBIT A”  
Amended Budget FY 20-21**



## Proposed Amended Annual Budget Fiscal Year 2020-21

Original Budget Adopted: **16-Sep-2020**  
Ordinance Number: **580**

Amended Budget Adopted: **3-Mar-2021**  
Ordinance Number: **605**

Amended Budget Adopted: **2-Jun-2021**  
Ordinance Number: **612**

Amended Budget Adopted: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_

FY 2020-2021		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
8,195,331	1,219,554	6,975,777
-	763,189	(763,189)
999,000	2,416,219	(1,417,219)
1,485,067	988,209	496,858
40,000	676,989	(636,989)
630,150	681,128	(50,978)
269,279	4,213,461	(3,944,182)
-	653,570	(653,570)
-	291,690	(291,690)
-	-	-
11,618,827	11,904,009	(285,182)

0	513,873	(513,873)
2,089,796	2,303,216	(213,420)
1,741,838	705,324	1,036,514
-	-	-
3,831,634	3,522,413	309,221

15,450,461	15,426,422	24,039
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2,597,376	2,176,104	421,272
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9,500	9,500	-
8,400	500	7,900
33,200	30,000	3,200
864,500	-	864,500
392,006	-	392,006
-	-	-
3,856,948	3,856,948	-
5,164,554	3,896,948	1,267,606

23,212,391	21,499,474	1,712,917
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30-Sep-21		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
7,790,235	898,151	6,892,084
0	614,144	(614,144)
948,464	1,822,816	(874,352)
2,750,877	656,366	2,094,511
40,000	335,820	(295,820)
660,496	577,083	83,414
210,954	3,557,628	(3,346,674)
-	472,068	(472,068)
-	96,686	(96,686)
-	-	-
12,401,027	9,030,762	3,370,264

0	389,325	(389,325)
2,441,864	2,210,167	231,698
2,082,875	1,002,830	1,080,045
-	-	-
4,524,739	3,602,322	922,417

16,925,766	12,633,084	4,292,681
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2,172,371	2,181,442	(9,071)
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13,877	27,086	(13,209)
10,408	342	10,066
40,286	31,048	9,238
388,310	4,254	384,056
1,287,785	373,382	914,403
-	-	-
3,856,948	3,856,948	-
6,024,436	4,629,413	1,395,023

25,122,572	19,443,939	5,678,633
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GENERAL FUND
ADMINISTRATION
FINANCE DEPT.
STREET DEPT.
DEVELOPMENT SERVICES
PARKS
MUNICIPAL COURT
POLICE DEPT.
IT DEPT.
ECONOMIC DEV. SVCS.
TRANSFERS
<b>GENERAL FUND TOTALS</b>

UTILITY FUND
PUBLIC WORKS
WATER
WASTEWATER
TRANSFERS
<b>UTILITY FUND TOTALS</b>

<b>TOTAL POOLED FUNDS</b>
---------------------------

<b>TOTAL DEBT SERVICE</b>
---------------------------

RESTRICTED FUNDS
COURT TECH FUND
COURT BLDG SEC FUND
HOTEL OCCUPANCY
CAPT IMPACT-WATER
CAPT IMPACT-WW
PARK FUNDS
BOND FUNDS
<b>RESTRICTED FUND TOTALS</b>

<b>GRAND TOTALS</b>
---------------------

FY 2020-21		
BUDGET REVENUES	BUDGET EXPENSES	NET
9,531,481	1,396,921	8,134,560
-	773,669	(773,669)
1,515,412	2,061,624	(546,212)
2,413,729	1,163,993	1,249,736
40,000	555,256	(515,256)
479,637	681,128	(201,491)
339,837	4,188,461	(3,848,624)
-	663,350	(663,350)
400	291,690	(291,290)
-	-	-
14,320,496	11,776,092	2,544,404

0	470,863	(470,863)
2,096,821	2,398,076	(301,255)
2,963,288	1,250,215	1,713,073
-	-	-
5,060,109	4,119,154	940,955

19,380,605	15,895,246	3,485,359
------------	------------	-----------

2,207,164	2,189,128	18,036
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9,500	9,500	-
8,400	500	7,900
33,200	9,000	24,200
864,500	-	864,500
392,006	-	392,006
-	-	-
3,856,948	3,856,948	-
5,164,554	3,875,948	1,288,606

26,752,323	21,960,322	4,792,001
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FUND BALANCES	
ESTIMATED 30-Sep-20	PROJECTED 30-Sep-21

4,309,384	7,794,743
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109,222	127,258
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46,674	46,674
12,518	20,418
457,267	481,467
734,293	1,598,793
2,208,728	2,600,734
8,450	8,450
3,514,901	4,803,507

7,933,507	12,725,508
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The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.

The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Board of Adjustment attendance report for Board Member, Place 1, William Mann; and declare a vacancy.

### BACKGROUND/SUMMARY:

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

- Roster
- BOA Annual Attendance Report

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council remove Board Member, Place 1 William Mann and declare a vacancy.

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



## Board of Adjustment Roster/Terms of Office Public Use Roster

<u>Name</u>	<u>Place</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term</u>
William D. Manns 105 E. Eggleston St Manor, TX 78653 512-272-5555 (phone) 512-272-8636 (Fax)	Place No. 1	09/04/2019	12/16/2020	1/1/2023
Yolanda Daniels 105 E. Eggleston St Manor, TX 78653 512-272-5555 (phone) 512-272-8636 (Fax)	Place No. 2	10/20/2021		1/1/2023
Brandon Drayden 105 E. Eggleston St Manor, TX 78653 512-272-5555 (phone) 512-272-8636 (Fax)	Place No. 3	11/15/2021		1/1/2023
James D. Sulcer 105 E. Eggleston St Manor, TX 78653 512-272-5555 (phone) 512-272-8636 (Fax)	Place No. 4	09/04/2019	12/16/2020	1/1/2023
Karen S. Mazerac 105 E. Eggleston St Manor, TX 78653 512-272-5555 (phone) 512-272-8636 (Fax)	Place No. 5	11/20/2019	12/16/2020	1/1/2023
Vacant	Alternate 1			
Neal Edwards 105 E. Eggleston St Manor, TX 78653 512-272-5555 (phone) 512-272-8636 (Fax)	Alternate 2	10/20/2021		1/1/2023

City of Manor  
105 E. Eggleston St. / P.O. Box 387  
Manor, TX 78653

# BOARD OF ADJUSTMENTS - 2021 YEARLY ATTENDANCE REPORT

BOARD/COMMISSION  
BOARD OF ADJUSTMENT COMMISSION

REPORTING PERIOD  
January 1, 2021 thru December 31, 2021

MEMBERS	MEETINGS	MEETING	MONTHS												TOTALS		
			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total #
WILLIAM MANNS PLACE NO. 1	01.27.2021	REG	A - NQ												1	4	5
	02.24.2021	REG		P													
	03.24.2021	REG			NM												
	04.28.2021	REG				NM											
	05.26.2021	REG					NM										
	06.23.2021	REG						NM									
	07.28.2021	REG							NM								
	08.25.2021	REG								NM							
	09.22.2021	REG									A - NQ						
	10.27.2021	REG										A					
	11.23.2021	CSS											A - NQ				
CHASE MITCHELL PLACE NO. 2	01.27.2021	REG	P - NQ												2	1	3
	02.24.2021	REG		P													
	03.24.2021	REG			NM												
	04.28.2021	REG				NM											
	05.26.2021	REG					NM										
	06.23.2021	REG						NM									
	07.28.2021	REG							NM								
	08.25.2021	REG								NM							
	09.22.2021	REG									A - NQ						
YOLANDA DANIELS PLACE NO. 2	10.27.2021	REG										P			2	0	2
	11.23.2021	CSS											P - NQ				
	12.29.2021	REG															
AARON MORENO PLACE NO. 3.	01.27.2021	REG	P - NQ												4	0	4
	02.24.2021	REG		P													
	03.24.2021	REG			NM												
	04.28.2021	REG				NM											
	05.26.2021	REG					NM										
	06.23.2021	REG						NM									
	07.28.2021	REG							NM								
	08.25.2021	REG								NM							
	09.22.2021	REG									P - NQ						
JAMES D. SULCER PLACE NO. 4	10.27.2021	REG										P			5	0	5
	01.27.2021	REG	P - NQ														
	02.24.2021	REG		P													
	03.24.2021	REG			NM												
	04.28.2021	REG				NM											
	05.26.2021	REG					NM										
	06.23.2021	REG						NM									
	07.28.2021	REG							NM								
	08.25.2021	REG								NM							
	09.22.2021	REG									P - NQ						
	10.27.2021	REG										P					
	11.23.2021	CSS											P - NQ				
KAREN SNOWDEN MAZARAC PLACE NO. 5	12.29.2021	REG													3	2	5
	01.27.2021	REG	A - NQ														
	02.24.2021	REG		P													
	03.24.2021	REG			NM												
	04.28.2021	REG				NM											
	05.26.2021	REG					NM										
	06.23.2021	REG						NM									
	07.28.2021	REG							NM								
	08.25.2021	REG								NM							
	09.22.2021	REG									P - NQ						
	10.27.2021	REG										P					
	11.23.2021	CSS											A - NQ				
	12.29.2021	REG															
BRANDON DRAYDEN ALTERNATE NO. 1	10.27.2021	REG										P			1	1	2
	11.23.2021	CSS											A - NQ				
	12.29.2021	REG															
NEAL EDWARDS ALTERNATE NO. 2	10.27.2021	REG										A			1	1	2
	11.23.2021	CSS											P - NQ				
	12.29.2021	REG															

P = PRESENT A = ABSENT NQ = NO QUORUM ZM = MEETING CONDUCTED ONLINE THROUGH ZOOM CSS = CALLED SPECIAL SESSION NM = NO MEETING (CANCELED)  
In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission,  
the Council has directed that attendance records be kept by city staff and forwarded to members for their review.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 1, 2021  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to appoint Board Member, Alternate No. 2, Neal Edwards to Place No. 1 of the Board of Adjustment.

### BACKGROUND/SUMMARY:

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

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint Board Member Neal Edwards to Place 1 on the Board of Adjustment to fill an unexpired term.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Tracey Vasquez, HR Manager  
**DEPARTMENT:** Human Resources

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance for specific retiree benefits through TML Health Benefits Pool.

### BACKGROUND/SUMMARY:

Due to a change in the health insurance carrier recently approved by the TML Board of Trustees, TML is requesting that member cities provide a new ordinance describing and or affirming the health benefits coverage provided to retirees. The attached ordinance continues and extends the health benefits coverage to retirees who meet the definition of "retiree" laid out in the ordinance. The ordinance also provides a period of applicability.

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

- Ordinance No. 633

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 633 authorizing the offering of health benefits coverage to City of Manor retirees through TML Health Benefits Pool.

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

## **ORDINANCE NO. 633**

### **AN ORDINANCE AUTHORIZING THE OFFERING OF HEALTH BENEFITS COVERAGE TO CITY OF MANOR RETIREES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Manor (“City” or “Manor”) desires to provide health benefits coverage to its retirees;

**WHEREAS**, TML Health Benefits Pool is a health risk pool established pursuant to Texas Local Government Code Chapter 172, Texas Government Code Chapter 791, and the Texas Trust Code to provide health benefits coverage for employees and retirees and dependents of employees and retirees, of Texas political subdivisions under an Interlocal agreement;

**WHEREAS**, Manor is currently offering health benefits coverage through the TML Health Benefits Pool pursuant to Interlocal agreement and Chapter 172 of the Texas Local Government Code, both of which would allow the extension of benefits to retirees of the City;

**WHEREAS**, Manor desires to provide health benefits coverage to its retirees through the TML Health Benefits Pool and that the cost for such coverage be paid for by the City;

**WHEREAS**, Manor desires to select a plan of benefits for its retirees to be provided by the TML Health Benefits Pool; and

**WHEREAS**, providing retiree coverage under the TML Health Benefits Pool Interlocal Agreement is in the best interest of the City, its retirees, and the public generally.

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY THAT:**

**SECTION 1:** The foregoing recitals are incorporated into this Ordinance as findings of fact.

**SECTION 2:** The City hereby elects to provide health benefits coverage to its retirees through TML Health Benefits Pool under the Pool's Interlocal Agreement.

**SECTION 3:** Unless modified in a future ordinance, for the period of the effective date of this Ordinance through August 31, 2025, to qualify for retiree health benefits the definition of “retiree” for purposes of this Ordinance is as follows:

- A. An employee who served in a capacity which is subject to appointment and removal by the Manor City Council in accordance with the provisions of Article VII.- Administrative Services of the City Charter; and

- B. An employee who retired from the City of Manor, with a minimum of fifteen (15) years of service with the City and be of age 65 or older. The number of years of service with other cities does not qualify for eligibility to qualify for this specific retirement benefit.

**SECTION 4:** The Interlocal Agreement in effect between the City and the TML Health Benefits Pool provides that the Board of Trustees may adopt rules and regulations. The rules and regulations of the TML Health Benefits Pool allow the participating member entity to provide retiree medical coverage at the same contribution as charged to active employees, to select a contribution level which is an elevated percentage (150%, 160%, etc. which may change from time to time) of the active employee contribution or to offer over age 65 retirees a Medicare Supplement.

The City elects to have the retiree medical contribution for under age 65 retirees as defined herein be the same as the active employee for as long as the TML Health Benefits Pool offers this rate structure for retiree medical coverage.

The City elects to have the retiree medical contribution for over age 65 retirees be the Medicare Supplement or Medicare Advantage rate, subject to a decision of the City Council for 100% contribution by the City.

Other coverages will be as established annually by the TML Health Benefits Pool Board of Trustees.

**SECTION 5:** The City shall adopt on an annual basis any additional or alternative retiree benefit plans to be provided through TML Health Benefits Pool.

**SECTION 6:** This ordinance may be repealed or modified at any time but will remain in effect for any employee who comes within the definition of “retiree” in Section 3 above and who retires while it is in effect.

**SECTION 7:** The City Secretary is hereby ordered to enter a copy of this Ordinance in the City minutes.

**SECTION 8:** All existing City ordinances in conflict with the provisions of this Ordinance are repealed to the extent of the conflict.

**SECTION 9:** 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 of the Texas Government Code.

**SECTION 10:** This Ordinance shall be effective immediately upon its passage.

**PASSED AND APPROVED** on this 15<sup>th</sup> day of December 2021.

**THE CITY OF MANOR, TEXAS**

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Dr. Christopher Harvey,  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 15, 2021  
**PREPARED BY:** Tracey Vasquez, HR Manager  
**DEPARTMENT:** Human Resources

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to close City Offices at 12:00 p.m. on Friday, December 17, 2021.

**BACKGROUND/SUMMARY:**

City Employee Holiday Luncheon

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

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the closure of City Offices at 12:00 p.m. on Friday, December 17, 2021.

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