



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

City Council Regular Meeting

Wednesday, December 02, 2020 at 7:00 PM

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

AGENDA

Via Telephone/Video Conference (Zoom Meeting)

This meeting will be live streamed on Facebook Live

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

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, December 2nd, will only be open to the public via remote access.

Instructions for Public Speaking:

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

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

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A.** Declaring Monday, December 7, 2020, as “*Pearl Harbor Remembrance Day*”
- B.** Declaring Tuesday, December 15, 2020, as “*Bill of Right’s Day*”

PUBLIC COMMENTS

Comments will be taken from the audience participating in zoom meeting on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register and submit the speaker card following the instructions for public speaking above. No Action May be Taken by the City Council During Public Comments.

REPORTS

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

- A. Education Committee**
Submitted by: Council Member Dr. Harvey

PUBLIC HEARINGS

- 1.** Conduct a public hearing on the dissolution of the EntradaGlen Public Improvement District.
Submitted by: Thomas Bolt, City Manager
- 2.** Conduct a public hearing on the creation of a new EntradaGlen Public Improvement District.
Submitted by: Thomas Bolt, City Manager

CONSENT AGENDA

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

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

- November 16, 2020, City Council Called Special Meeting – Canvass;
- November 16, 2020, City Council Called Special Session – Orientation; and
- November 18, 2020, City Council Regular Meeting

- 4.** **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: K&R Trading Inc.

Owner: K&R Trading Inc.

Submitted by: Scott Dunlop, Assistant Development Services Director

- 5. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).**
Applicant: Kimley-Horn and Associates
Owner: West Elgin Development Corp.
Submitted by: Scott Dunlop, Assistant Development Services Director
- 6. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**
Applicant: Carney Engineering, PLLC
Owner: Housing Authority of Travis County
Submitted by: Scott Dunlop, Assistant Development Services Director

REGULAR AGENDA

- 7. A) Consideration, discussion, and possible action on a Resolution dissolving and recreating a Public Improvement District (PID) – EntradaGlen; and**
B) Consideration, discussion, and possible action on an Amended and Restated Agreement regarding the Dissolution of the EntradaGlen Public Improvement District.
Submitted by: Thomas Bolt, City Manager
- 8. Consideration, discussion, and possible action on an agreement and engagement letter for accounting services with Atchley & Associates.**
Submitted by: Lydia Collins, Director of Finance
- 9. Consideration, discussion, and possible action on a Purchase Contract with David Rice for a wastewater easement with temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 10. Consideration, discussion, and possible action on a Purchase Contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 11. Consideration, discussion, and possible action on City Council Committees Meetings.**
Submitted by: Dr. Larry Wallace Jr., Mayor

EXECUTIVE SESSION

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

- *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Councilmember qualifications*

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: Wednesday, November 25, 2020, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



PROCLAMATION

WHEREAS, each year on December 7th, Pearl Harbor Survivors, veterans, and visitors from all over the world come together to honor and remember the 2,403 service members and civilians who were killed during the Japanese attack on Pearl Harbor on December 7, 1941. A further 1,178 people were injured in the attack, which permanently sank two U.S. Navy battleships (the USS Arizona and the USS Utah) and destroyed 188 aircraft; and

WHEREAS, on Aug. 23, 1994, the United States Congress designated Dec. 7th as National Pearl Harbor Remembrance Day. Every year, remembrance events are held at the Pearl Harbor National Memorial, culminating in a commemoration ceremony on Dec. 7th; and

WHEREAS, this year’s Pearl Harbor Day Commemoration's theme, *Above and Beyond the Call*, represents a milestone of its own, as the first December 7th commemoration to follow the nationwide commemoration of the 75th anniversary of the end of World War II; and

WHEREAS, Commemoration of the attack on Pearl Harbor will instill in all people of the United States a greater understanding and appreciation of the selfless sacrifice of the individuals who served in the armed forces of the United States during World War II.

NOW THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Monday, December 7, 2020, as:

“Pearl Harbor Remembrance Day”

in the City of Manor and urge all citizens to become more aware of the significance of this celebration with eternal respect to those who were injured or killed on December 7, 1941 at Pearl Harbor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 2nd day of December 2020.

Dr. Larry Wallace Jr., Mayor
City of Manor



PROCLAMATION

WHEREAS, December 15 is Bill of Rights Day which commemorates the ratification of the first ten amendments to the U.S. Constitution; and

WHEREAS, these amendments protect our most fundamental rights—freedom of speech, protest, and conscience, and guarantees our equal protection under the law; and

WHEREAS, during the 150th anniversary commemorations in 1941, Congress passed a joint resolution authorizing the President, “to issue a proclamation designating December 15, 1941, as Bill of Rights Day, calling upon officials of the Government to display the flag of the United States on all Government buildings on that day, and inviting the people of the United States to observe the day with appropriate ceremonies and prayer.”; and

WHEREAS, since 1962, the President has acknowledged Bill of Rights Day every year. The proclamation was often paired with a proclamation on Human Rights Day and Week which commemorates the United Nations General Assembly’s adoption of the Universal Declaration of Human Rights in 1948.

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

“Bill of Right’s Day”

in the City of Manor, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 2nd day of December 2020.

Dr. Larry Wallace Jr., Mayor
City of Manor

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the dissolution of the EntradaGlen Public Improvement District.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council conduct the Public Hearing.

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the creation of a new EntradaGlen Public Improvement District.

BACKGROUND/SUMMARY:

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

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council conduct the Public Hearing.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- November 16, 2020, City Council Called Special Meeting – Canvass;
- November 16, 2020, City Council Called Special Session – Orientation; and
- November 18, 2020, City Council Regular Meeting

BACKGROUND/SUMMARY:

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

- November 16, 2020, Called Special Meeting – Canvass Minutes
- November 16, 2020 Called Special Session – Orientation Minutes
- November 18, 2020, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve the City Council Minutes of the November 16, 2020, Called Special Meeting – Canvass; November 16, 2020 Called Special Session – Orientation; and November 18, 2020, Regular Meeting.

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



**CITY COUNCIL CALLED SPECIAL MEETING - CANVASS
MINUTES
NOVEMBER 16, 2020**

The meeting was live streamed on Manor Facebook Live beginning at 10:00 a.m.
<https://www.facebook.com/cityofmanor/>

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Lydia Collins, Director of Finance
Paige Saenz, City Attorney
John Yeager, Interim Presiding Judge
Daniel Sanchez, Manor Police Officer

SPECIAL SESSION – 10:00 A.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 10:01 a.m. on Monday, November 16, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Wallace Jr. led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

REGULAR AGENDA

1. Consideration, discussion, and possible action of items relating to November 3, 2020, City of Manor General Election – City Council; and Special Election - Charter Amendments.

- **Ordinance canvassing and declaring the results of November 3, 2020, City of Manor General Election.**

The City Council canvassed the following results of the City of Manor General Election held on November 3, 2020.

Mayor Wallace Jr. read the following results:

**GENERAL ELECTION
NOVEMBER 3, 2020
(Results for 3 Precincts 105, 106, and 120)**

TOTAL REGISTERED VOTERS – 6,332

TOTAL BALLOTS CAST – 4,315

TOTAL VOTER TURNOUT – 68.15%

	<u>Early</u>	<u>Vote by Mail</u>	<u>Election</u>	<u>Vote %</u>	<u>Total</u>
COUNCIL MEMBER, PLACE 2					
William Willner	790	34	128	27.27%	952
Anne Weir	2,113	177	249	72.73%	2,539
<hr/>					
COUNCIL MEMBER, PLACE 4					
Todd R. Shaner	612	31	98	21.05%	741
Sonia Wallace	2,302	184	294	78.95%	2,780

COUNCIL MEMBER, PLACE 6

Gene Kruppa	1,421	101	196	52.60%	1,718
Jacob Hammersmith	1,278	100	170	47.40%	1,548

Ordinance No. 591: An Ordinance of The City Council of the City of Manor, Texas, Canvassing the Election Returns and Declaring the Results of the General Election of the City of Manor Held on Tuesday, November 3, 2020, for the City of Manor’s Council Member Place No. 2; Council Member Place No. 4; and Council Member Place No. 6; and Declaring the Effective Date of This Ordinance.

- **Ordinance canvassing and declaring the results of November 3, 2020, City of Manor Special Election.**

The City Council canvassed the following results of the City of Manor Special Election held on November 3, 2020.

Mayor Wallace Jr. read the following results:

**SPECIAL ELECTION – CHARTER AMENDMENT
NOVEMBER 3, 2020
(Results for 3 Precincts 105, 106, and 120)**

TOTAL REGISTERED VOTERS – 6,332

TOTAL BALLOTS CAST – 4,315

TOTAL VOTER TURNOUT – 68.15%

Early Vote by Mail Election Vote % Total

PROPOSITION A

Annexation

Shall Section 1.07 and Section 2.01 of the City Charter be amended to require consent to annexation of land by the City as required by state law?

Yes	2,190	192	267	77.07%	2,649
No	644	37	107	22.93%	788

PROPOSITION B

City Council Four-Year Term of Office

Shall Section 3.01 of the City Charter be amended to increase the terms of office for the Mayor and City Council from two-year to four-year terms, and to provide for transition to four year terms, and shall Sections 3.05, 5.02, 5.09, and 5.11 be amended and Section 5.12 be added to make the Charter consistent with state law for four-year terms by providing for election by majority vote, providing for runoff elections if no candidate is elected by majority vote, and providing for special elections to fill vacancies on council?

Yes	1,451	110	189	50.22%	1,750
No	1,417	118	200	49.78%	1,735

PROPOSITION C

Term Limits

Shall Section 3.02 of the City Charter be amended to clarify that partial terms of office count towards term limits?

Yes	2,132	167	288	76.20%	2,587
No	665	56	87	23.80%	808

PROPOSITION D

Council Vacancy Filled by Appointment

If four-year terms are adopted, shall Section 3.05 of the City Charter be amended to provide that the Council may fill a vacancy that occurs when there are 12 months left on the term either by appointment or special election, unless there are already two places on Council that have been filled by appointment?

Yes	2,021	170	266	73.61%	2,457
No	727	52	102	26.39%	881

PROPOSITION E

Council Compensation

Shall Section 3.09 of the City Charter be amended to compensate the Mayor in the amount of \$150 per council meeting and each City Councilmember in the amount of \$75 per council meeting attended each month, up to a maximum of two?

Yes	1,361	118	161	48.21%	1,640
No	1,441	104	217	51.79%	1,762

PROPOSITION F

Automatic Resignation Upon Announcing for Office

Shall Section 3.10 of the City Charter be amended to provide that a Councilmember’s announcement of candidacy for another office at any time during their term creates a vacancy in office?

Yes	2,051	160	258	73.81%	2,469
No	708	60	108	26.19%	876

PROPOSITION G

Powers of the Mayor

Shall Section 4.01 of the City Charter be amended to remove the authorization of the Mayor to “take command of the police” and “maintain order and enforce all law” during times of declared emergency?

Yes	1,600	113	217	56.73%	1,930
No	1,205	104	163	43.27%	1,472

PROPOSITION H

Posting of Notices on City Website

Shall Sections 1.07, 5.01, 6.10, 8.05, 8.11, and 11.02 of the City Charter be amended to require notices described in those sections be posted on the City’s website as well as published in the newspaper?

Yes	2,486	210	329	89.34%	3,025
No	304	12	45	10.66%	361

PROPOSITION I

Residency Requirement for Voters

Shall Section 5.08 of the City Charter be amended to conform the residency requirements for voters to what is required by state law?

Yes	2,159	180	287	78.06%	2,626
No	614	40	84	21.94%	738

PROPOSITION J
Power of Referendum

Shall Section 6.03 of the City Charter be amended to clarify the section describing the power of referendum granted under the Charter?

Yes	2,018	184	261	78.64%	2,463
No	571	28	70	21.36%	669

PROPOSITION K
Public Works

Shall Section 7.08 of the City Charter be amended to add parks to the duties of the public works department and to state that the public works director is appointed and removed by the City Manager?

Yes	2,229	188	290	82.15%	2,707
No	486	32	70	17.85%	588

PROPOSITION L
Human Resources

Shall Section 7.11 of the City Charter be amended to establish the office of Human Resources?

Yes	2,323	192	287	84.60%	2,802
No	410	27	73	15.40%	510

PROPOSITION M
Development Services Department

Shall Section 10.07 of the City Charter be amended to establish the department of Development Services to be managed by a director of planning, to provide for the duties of the planning director, and state that the planning director is appointed and removed by the City Manager?

Yes	2,060	166	276	77.85%	2,502
No	587	51	74	22.15%	712

PROPOSITION N
Community Committees

Shall Section 10.10 be added to the City Charter to establish the community collaborative committee, the economic development committee, the public safety committee, and the emergency management committee and to provide for the makeup and duties of the committees?

Yes	2,107	174	270	79.72%	2,551
No	531	40	78	20.28%	649

PROPOSITION O
Franchise Authority

Shall Section 11.02 of the City Charter be amended to address preemption by state and federal law of the City's franchise authority and procedures for granting a franchise?

Yes	1,871	147	235	71.87%	2,253
No	723	61	98	28.13%	882

PROPOSITION P
Ethics Commission

Shall Section 12.01 of the City Charter be amended to establish an application and interview process for appointing ethics commission members, to allow for appointment of up to two residents of the extraterritorial jurisdiction to the commission if there are not enough qualified applicants from the city limits, and to prohibit appointment of persons related within the first degree of affinity or consanguinity to the city council?

Yes	2,068	174	264	78.04%	2,506
No	582	42	81	21.96%	705

PROPOSITION Q
Conflict of Interest

Shall Section 12.04 of the City Charter be amended to prohibit elected or appointed officers or employees of the city from participating in decisions on matters if a family member related to the officer or employee within the first degree of consanguinity or affinity has a personal financial or property interest in the matter?

Yes	2,224	187	282	82.81%	2,693
No	451	38	70	17.19%	559

PROPOSITION R

Public Records

Shall Section 13.06 of the City Charter, which governs public records, be amended to confirm this section to state law?

Yes	2,194	190	288	83.16%	2,672
No	455	28	58	16.84%	541

PROPOSITION S

Succession

Shall Section 13.07 of the City Charter be amended to add the finance director to persons within the chain of succession?

Yes	1,882	152	251	70.87%	2,285
No	775	64	100	29.13%	939

PROPOSITION T

Charter Review Cycle – Change “Shall” to “Will”

Shall Section 13.08 of the City Charter, governing the frequency of City Charter reviews, be amended to change the word “shall” to “will” wherever it appears in this section?

Yes	2,000	155	264	74.78%	2,419
No	663	63	90	25.22%	816

Ordinance No. 592: An Ordinance of the City Council of the City of Manor, Texas, Canvassing the Election Returns and Declaring the Results of the Special Election of the City of Manor Held on Tuesday, November 3, 2020, on Proposed Charter Amendments; and Declaring the Effective Date of this Ordinance.

- **Presentation of Certificates of Elections by Mayor Wallace Jr. to Newly Elected Council Member, Place 2 – Anne Weir; Newly Elected Council Member, Place 4 – Sonia Wallace; and Newly Elected Council Member, Place 6 – Gene Kruppa.**

Mayor Wallace Jr. presented Certificate of Election to Newly Elected Council Member, Place 2 – Anne Weir; Newly Elected Council Member, Place 4 – Sonia Wallace; and Newly Elected Council Member, Place 6 – Gene Kruppa.

- **Oath-of-Office to Council Members, Place 2 – Anne Weir, Place 4 – Sonia Wallace; and Place 6 – Gene Kruppa by Interim Presiding Judge John Yeager.**

Following the presentation of certificates, Interim Presiding Judge John Yeager conducted the Oath-of-Office to Council Members, Place 2 Anne Weir; Place 4 – Sonia Wallace; and Place 6 – Gene Kruppa.

Following the Oath-of-Office, newly elected officials took their seats on the dais.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve Ordinance Nos 591 and 592 and all items relating to the November 3, 2020, City of Manor General Election – City Council; and Special Election – Charter Amendments.

There was no further discussion.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 10:32 a.m. on Monday, November 16, 2020.

These minutes approved by the Manor City Council on the 2nd day of December 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

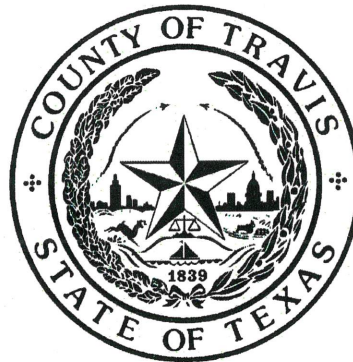
Lluvia T. Almaraz, TRMC
City Secretary

**TRAVIS COUNTY CLERK
ELECTIONS DIVISION**

Certified Final Canvass Report

City of Manor

**General and Special Elections
November 3, 2020**



Dana DeBeauvoir

Dana DeBeauvoir
County Clerk

STATISTICS

	TOTAL	Election Day	Vote By Mail	Early Voting
Registered Voters - Total	6,332			
Ballots Cast - Total	4,315	497	258	3,560
Voter Turnout - Total	68.15%			

Council Member Place 2 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
William Willner	952	27.27%	128	34	790
Anne Weir	2,539	72.73%	249	177	2,113
Contest Totals	4,312		497	255	3,560

Council Member Place 4 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Todd R. Shaner	741	21.05%	98	31	612
Sonia Wallace	2,780	78.95%	294	184	2,302
Contest Totals	4,312		497	255	3,560

Council Member Place 6 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Gene Kruppa	1,718	52.60%	196	101	1,421
Jacob Hammersmith	1,548	47.40%	170	100	1,278
Contest Totals	4,312		497	255	3,560

Proposition A Annexation City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,649	77.07%	267	192	2,190
No	788	22.93%	107	37	644
Contest Totals	4,312		497	255	3,560

Proposition B City Council Four-Year Term of Office City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	1,750	50.22%	189	110	1,451
No	1,735	49.78%	200	118	1,417
Contest Totals	4,312		497	255	3,560

Proposition C Term Limits City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,587	76.20%	288	167	2,132
No	808	23.80%	87	56	665
Contest Totals	4,312		497	255	3,560

Proposition D Council Vacancy Filled by Appointment City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,457	73.61%	266	170	2,021
No	881	26.39%	102	52	727
Contest Totals	4,312		497	255	3,560

Proposition E Council Compensation City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	1,640	48.21%	161	118	1,361
No	1,762	51.79%	217	104	1,441
Contest Totals	4,312		497	255	3,560

Proposition F Automatic Resignation Upon Announcing for Office City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,469	73.81%	258	160	2,051
No	876	26.19%	108	60	708
Contest Totals	4,312		497	255	3,560

Proposition G Powers of the Mayor City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	1,930	56.73%	217	113	1,600
No	1,472	43.27%	163	104	1,205
Contest Totals	4,312		497	255	3,560

Proposition H Posting of Notices on City Website City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	3,025	89.34%	329	210	2,486
No	361	10.66%	45	12	304
Contest Totals	4,312		497	255	3,560

Proposition I Residency Requirement for Voters City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,626	78.06%	287	180	2,159
No	738	21.94%	84	40	614
Contest Totals	4,312		497	255	3,560

Proposition J Power of Referendum City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,463	78.64%	261	184	2,018
No	669	21.36%	70	28	571
Contest Totals	4,312		497	255	3,560

Proposition K Public Works City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,707	82.15%	290	188	2,229
No	588	17.85%	70	32	486
Contest Totals	4,312		497	255	3,560

Proposition L Human Resources City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,802	84.60%	287	192	2,323
No	510	15.40%	73	27	410
Contest Totals	4,312		497	255	3,560

Proposition M Development Services Department City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,502	77.85%	276	166	2,060
No	712	22.15%	74	51	587
Contest Totals	4,312		497	255	3,560

Proposition N Community Committees City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,551	79.72%	270	174	2,107
No	649	20.28%	78	40	531
Contest Totals	4,312		497	255	3,560

Proposition O Franchise Authority City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,253	71.87%	235	147	1,871
No	882	28.13%	98	61	723
Contest Totals	4,312		497	255	3,560

Proposition P Ethics Commission City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,506	78.04%	264	174	2,068
No	705	21.96%	81	42	582
Contest Totals	4,312		497	255	3,560

Proposition Q Conflict of Interest City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,693	82.81%	282	187	2,224
No	559	17.19%	70	38	451
Contest Totals	4,312		497	255	3,560

Proposition R Public Records City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,672	83.16%	288	190	2,194
No	541	16.84%	58	28	455
Contest Totals	4,312		497	255	3,560

Proposition S Succession City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,285	70.87%	251	152	1,882
No	939	29.13%	100	64	775
Contest Totals	4,312		497	255	3,560

Proposition T Charter Review Cycle - Change "Shall" to "Will" City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,419	74.78%	264	155	2,000
No	816	25.22%	90	63	663
Contest Totals	4,312		497	255	3,560

November 3, 2020
Joint General and Special Election
City of Manor Canvass Report

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Council Member Place 2 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
William Willner	939	27.15%	127	33	779
Anne Weir	2,520	72.85%	247	177	2,096
Total Votes Cast	3,459	100.00%	374	210	2,875
Overvotes	0		0	0	0
Undervotes	803		116	41	646
Contest Totals	4,262		490	251	3,521

Council Member Place 4 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Todd R. Shaner	730	20.91%	98	31	601
Sonia Wallace	2,761	79.09%	291	183	2,287
Total Votes Cast	3,491	100.00%	389	214	2,888
Overvotes	0		0	0	0
Undervotes	771		101	37	633
Contest Totals	4,262		490	251	3,521

Council Member Place 6 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Gene Kruppa	1,699	52.47%	194	100	1,405
Jacob Hammersmith	1,539	47.53%	169	100	1,270
Total Votes Cast	3,238	100.00%	363	200	2,675
Overvotes	0		0	0	0
Undervotes	1,024		127	51	846
Contest Totals	4,262		490	251	3,521

November 3, 2020
Joint General and Special Election
City of Manor Canvass Report

105

Proposition A Annexation City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	2,620	77.04%	264	189	2,167
No	781	22.96%	106	37	638
Total Votes Cast	3,401	100.00%	370	226	2,805
Overvotes	0		0	0	0
Undervotes	861		120	25	716
Contest Totals	4,262		490	251	3,521

November 3, 2020
Joint General and Special Election
City of Manor Canvass Report

106

Council Member Place 2 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
William Willner	13	40.62%	1	1	11
Anne Weir	19	59.38%	2	0	17
Total Votes Cast	32	100.00%	3	1	28
Overvotes	0		0	0	0
Undervotes	18		4	3	11
Contest Totals	50		7	4	39

Council Member Place 4 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Todd R. Shaner	11	36.67%	0	0	11
Sonia Wallace	19	63.33%	3	1	15
Total Votes Cast	30	100.00%	3	1	26
Overvotes	0		0	0	0
Undervotes	20		4	3	13
Contest Totals	50		7	4	39

Council Member Place 6 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Gene Kruppa	19	67.86%	2	1	16
Jacob Hammersmith	9	32.14%	1	0	8
Total Votes Cast	28	100.00%	3	1	24
Overvotes	0		0	0	0
Undervotes	22		4	3	15
Contest Totals	50		7	4	39

November 3, 2020
 Joint General and Special Election
 City of Manor Canvass Report

106

Proposition A Annexation City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	29	80.56%	3	3	23
No	7	19.44%	1	0	6
Total Votes Cast	36	100.00%	4	3	29
Overvotes	0		0	0	0
Undervotes	14		3	1	10
Contest Totals	50		7	4	39

November 3, 2020
Joint General and Special Election
City of Manor Canvass Report

120

Council Member Place 2 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
William Willner	0		0	0	0
Anne Weir	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	0		0	0	0

Council Member Place 4 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Todd R. Shaner	0		0	0	0
Sonia Wallace	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	0		0	0	0

Council Member Place 6 City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Gene Kruppa	0		0	0	0
Jacob Hammersmith	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	0		0	0	0

November 3, 2020
Joint General and Special Election
City of Manor Canvass Report

120

Proposition A Annexation City of Manor

Vote For 1

	TOTAL	VOTE %	Election Day	Vote By Mail	Early Voting
Yes	0		0	0	0
No	0		0	0	0
Total Votes Cast	0		0	0	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	0		0	0	0



**CITY COUNCIL CALLED SPECIAL SESSION - ORIENTATION
MINUTES
NOVEMBER 16, 2020**

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Tracey Vasquez, HR Manager
Paige Saenz, City Attorney
Heath Ferguson, IT Manager

SPECIAL SESSION – 11:00 A.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 11:16 a.m. on Monday, November 16, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

Mayor Wallace Jr. and City Manager Bolt welcomed City Council Members.

Discussion was held regarding City Council Workshops and the following dates were set.

- *Saturday, December 19, 2020 from 10:00 a.m. - 4:00 p.m.*
- *Saturday, January 9, 2021 from 10:00 a.m. - 4:00 p.m.*

HR Manager Vasquez discussed the following:

City of Manor Policies and Procedures

- *New Council Welcome Letter*
- *Policy and Procedure Handbook*
- *Certificates Requirements*

City Attorney Saenz discussed the following:

City Council Rules of Procedure

- *Rules of Procedures adopted by Ordinance*
- *Texas Open Meetings Act*
- *Walking Quorum*
- *Executive Session*
- *Conflict of Interest*
- *Agenda Process*

City Secretary Almaraz discussed the agenda process and agenda items due dates.

City Attorney Saenz discussed the following:

- *City of Manor Home Rule Charter and Amendments*

City Secretary Almaraz discussed the following:

TML Publications

- *2019 Handbook for Mayors and Council Members*
- *Key Legal Requirements for Texas City Officials*
- *A Guide to Becoming a City Official*
- *How Texas Cities Work*
- *Texas Town & City Magazine*

City Council Training

- *City Hall Essentials - Municipal Fundamentals Virtual Seminar, Friday, December 4, 2020*
- *TML Newly Elected Officials' Virtual Workshop - Available until Thursday, December 31, 2020*

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 12:33 p.m. on Monday, November 16, 2020.

These minutes approved by the Manor City Council on the 2nd day of December 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



**CITY COUNCIL REGULAR SESSION
MINUTES
NOVEMBER 18, 2020**

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

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Lydia Collins, Director of Finance
Debbie Charbonneau, Heritage and Tourism Manager
Scott Dunlop, Assistant Development Services Director
Heath Ferguson, IT Manager
Veronica Rivera, City Attorney (via telephone)
Daniel Sanchez, Manor Police Officer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:00 p.m. on Wednesday, November 18, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

A. Leadership Manor

Leadership Manor Members introduced themselves and discussed the attached PowerPoint Presentation.

Leadership Manor Members in attendance were Chris Cutkelvin, Yolanda Davis, Prince Chavis, Mayokia Fowler, Michele Glaze, Brett Silverman, Paul Chadwick, Asia Hayes, and Felix Paiz.

B. Recognitions of outgoing Council Members Maria Amezcua, Danny Scarbrough, and Valerie Dye, presented by Mayor Wallace Jr.

Mayor Wallace Jr. presented a plaque to outgoing Council Member Maria Amezcua. Council Members Scarbrough and Dye were not present. Plaques were delivered to them the following day.

PUBLIC COMMENTS

No one appeared to speak at this time.

REPORTS

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

A. City Manager's Report

- Cares Act Interlocal Agreement

At the direction of City Manager Bolt, Director of Finance Collins gave an update on the Cares Act Interlocal Agreement.

- Emergency Management Basic Plan

At the direction of City Manager Bolt, Chief Phipps gave an update on the Emergency Management Plan.

- Downtown Revitalization Plan

City Manager Bolt discussed the Downtown Revitalization Plan.

- Water Tower Painting

City Manager Bolt discussed the Water Tower Painting Project.

- Economic Office

City Manager Bolt discussed the Economic Office.

- Assistant City Manager

City Manager Bolt discussed the position of Assistant City Manager.

B. 2050 Comprehensive Plan – Request for Proposal (RFP) Update

Submitted by: Council Member Dr. Harvey

Council Member Dr. Harvey discussed the attached Comprehensive Planning Report and gave an update on the RFP.

PUBLIC HEARINGS

- 1. Conduct a public hearing on a rezoning request for Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2). Applicant: K&R Trading Inc. Owner: K&R Trading Inc.**

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

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

Mayor Wallace Jr. opened the public hearing.

City Manager Bolt discussed the rezoning request.

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

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

The discussion was held regarding residential notifications.

There was no further discussion.

Motion to close carried 7-0

2. **Conduct a public hearing on a rezoning request for Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1). Applicant: Kimley-Horn and Associates Owner: West Elgin Development Corp.**

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

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

Mayor Wallace Jr. opened the public hearing.

City Manager Bolt discussed the rezoning request.

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

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

There was no discussion.

Motion to close carried 7-0

3. **Conduct a public hearing on a rezoning request for Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). Applicant: Carney Engineering, PLLC Owner: Housing Authority of Travis County**

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

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

Mayor Wallace Jr. opened the public hearing.

City Manager Bolt discussed the rezoning request.

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

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

The discussion was held regarding the tree's regulations on the property.

Asst. Development Services Director Dunlop discussed the regulations for tree replacements.

The discussion was held regarding the development of the green line rail with CapMetro.

There was no further discussion.

Motion to close carried 7-0

CONSENT AGENDA

4. **Consideration, discussion, and possible action to approve the City Council Minutes of the November 4, 2020, Regular Meeting.**
5. **Consideration, discussion, and possible action on the acceptance of the October 2020 Departmental Reports.**
 - **Police – Ryan Phipps, Chief of Police**
 - **Development Services – Scott Dunlop, Asst. Dev. Services Director**
 - **Community Development – Debbie Charbonneau, Heritage and Tourism Manager**
 - **Municipal Court – Sarah Friberg, Court Clerk**
 - **Public Works – Michael Tuley, Director of Public Works**
 - **Finance – Lydia Collins, Director of Finance**

Council Member Dr. Harvey thanked Heritage and Tourism Manager Charbonneau for her hard work and updated report.

Mayor Pro Tem Deja Hill commented on the new Hamilton Point Park and repairs to the Bell Farms water fountain. She stated both looked great.

Mayor Wallace Jr. thanked city staff for the departmental monthly reports.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill to approve and adopt all items on the Consent Agenda and requested for Debbie Charbonneau to do presentation.

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

Heritage and Tourism Manager Charbonneau gave an update on Leadership Manor and the Shop Small Shop Local Campaign. She briefly discussed Manor Palooza for 2021.

Council Member Dr. Harvey requested a flyer of the Shop Small Shop Local Campaign to forward to the community.

There was no further discussion.

Motion to approve carried 7-0

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session at 8:45 p.m. on Wednesday, November 18, 2020, in accordance with the requirements of the Open Meetings Law.

City Attorney Rivera joined Executive Session via telephone.

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 Consultation with Attorney and Section 551.087 Deliberations regarding Economic Development Negotiations – Rose Hill Public Improvement District; and Section 551.072, Texas Government Code Deliberations regarding the Acquisition of Real Property Interests* at 8:45 p.m. on Wednesday, November 18, 2020.

The Executive Session was adjourned at 9:24 p.m. on Wednesday, November 18, 2020.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:24 p.m. on Wednesday, November 18, 2020.

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

There was no action taken.

REGULAR AGENDA

- 6. First Reading: Consideration, discussion, and possible action on an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2). Applicant: K&R Trading Inc. Owner: K&R Trading Inc.**

The City staff recommended that the City Council approve the first reading of an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

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

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Wallace, to approve the first reading of an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).

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

There was no further discussion.

Motion to approve carried 7-0

7. First Reading: Consideration, discussion and possible action on an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1). Applicant: Kimley-Horn and Associates Owner: West Elgin Development Corp.

The City staff recommended that the City Council approve the first reading of an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Neighborhood Business (NB).

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

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

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Kruppa, to approve the first reading of an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Neighborhood Business (NB).

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

There was no further discussion.

Motion to approve carried 7-0

- 8. First Reading: Consideration, discussion and possible action on an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2). Applicant: Carney Engineering, PLLC Owner: Housing Authority of Travis County**

The City staff recommended that the City Council approve the first reading of an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Commercial (C-1) To Multi-Family 25 (MF-2); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dr. Harvey, to approve the first reading of an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

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

There was no further discussion.

Motion to approve carried 7-0

At the direction of Mayor Wallace Jr. Item Nos 9-14 were approved in one motion. Item Nos 9-14 were submitted by Samuel D. Kiger, P.E. City Engineer.

- 9. Consideration, discussion, and possible action on a Purchase Contract with RHOF, LLC for a special warranty deed, slope easement and temporary construction easement.**
- 10. Consideration, discussion, and possible action on a Purchase Contract with Geraldine Timmermann for a special warranty deed, slope easement and temporary construction easement.**

11. **Consideration, discussion, and possible action on a Purchase Contract with John Jonse and Rita Jonse for a special warranty deed, slope easement and temporary construction easement.**
12. **Consideration, discussion, and possible action on a Purchase Contract with Kirk Jonse and Cathy Jonse for a special warranty deed and temporary construction easement.**
13. **Consideration, discussion, and possible action on a Purchase Contract with Dr. Todd Mason-Darnell and Kim Mason-Darnell for a wastewater easement with temporary construction easement.**
14. **Consideration, discussion, and possible action on a Purchase Contract with MB & MS Enterprises, Inc. for a wastewater easement with temporary construction easement.**

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Wallace, to approve Item Nos 9-14.

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

There was no further discussion.

Motion to approve carried 7-0

15. **Consideration, discussion, and possible action on an award of a construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project to Excel Construction Services, LLC in the amount of \$5,119,897.50.**

The City staff recommended that the City Council award contract to Excel Construction Services, LLC.

City Manager Bolt discussed the award of a construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvement Project.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, to award a construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project to Excel Construction Services, LLC in the amount of \$5,119,897.50.

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

Council Member Dr. Harvey recommended for additional information to be included in the summary form regarding approval of previous projects connected to current projects.

There was no further discussion.

Motion to approve carried 7-0

16. Consideration, discussion, and possible action on an award of a lease contract for the funding of city vehicles and equipment.

The City staff recommended that the City Council award the lease contract to Government Capital Corp.; and authorize the City Manager to execute the contract after legal review.

Director of Finance Collins was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Kruppa, to award the lease contract to Government Capital Corp.; and authorize the City Manager to execute the contract after legal review.

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

There was no further discussion.

Motion to approve carried 7-0

17. 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, 2019 and ending September 30, 2020.

The City staff recommended that the City Council approve Ordinance No. 593 adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

Director of Finance Collins discussed the Amended Annual Budget for FY2019-2020.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Kruppa, to approve Ordinance No. 593 adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

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

The discussion was held regarding future discussions on additional budget items.

There was no further discussion.

Motion to approve carried 7-0

18. Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a one-year term.

The City staff recommended that the City Council appoint a Council Member to the position of Mayor Pro term to serve a one-year term.

Mayor Wallace Jr. opened the floor for nominations.

Council Member Emily Hill nominated Council Member Dr. Harvey.

MOTION: Upon a motion made by Mayor Pro Tem Deja Hill and seconded by Council Member Wallace, to appoint Council Member Dr. Harvey to Mayor Pro Tem for a one-year term.

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

There was no further discussion.

Motion to approve carried 7-0

19. Consideration, discussion, and possible action on the appointment of three (3) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.

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

Mayor Wallace Jr. opened the floor for nominations.

Council Member Kruppa and Council Member Weir volunteered.

City Manager Bolt discussed the duties of the PID Committee.

Mayor Pro Tem Dr. Harvey nominated Council Member Wallace.

Council Member Wallace nominated Council Member Kruppa to Chairperson.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Mayor Pro Tem Dr. Harvey, to appoint Council Member Kruppa; Council Member Weir; and Council Member Wallace and appoint Council Member Kruppa for Chairperson to the PID Committee for a one-year term.

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

There was no further discussion.

Motion to approve carried 7-0

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

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

Mayor Wallace Jr. opened the floor for nominations.

Mayor Pro Tem Dr. Harvey; Council Member Weir and Council Member Wallace volunteered.

Director of Finance Collins discussed the duties of the Budget Committee.

Mayor Pro Tem Dr. Harvey volunteered for Chairperson.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Deja Hill, to appoint Mayor Pro Tem Dr. Harvey; Council Member Weir; and Council Member Wallace and appoint Mayor Pro Tem Harvey for Chairperson to the Budget Committee for a one-year term.

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

There was no further discussion.

Motion to approve carried 7-0

21. Consideration, discussion, and possible action on the appointment of two (2) Emergency Management Committee Council Members to serve a one -year term.

The City staff recommended that the City Council appoint two (2) Emergency Management Committee Council Members to serve a one-year term.

Mayor Wallace Jr. opened the floor for nominations.

Council Member Kruppa and Council Member Weir volunteered.

Council Member Deja Hill nominated Council Member Emily Hill.

Council Member Weir withdrew herself.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Deja Hill, to appoint Council Member Kruppa and Council Member Emily Hill to the Emergency Management Committee for a one-year term.

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

There was no further discussion.

Motion to approve carried 7-0

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

The City staff recommended that the City Council appoint three (3) Park Committee Council Members to serve a one-year term.

Mayor Wallace Jr. opened the floor for nominations.

Mayor Pro Tem Dr. Harvey nominated Council Member Deja Hill to serve as Chairperson.

Council Member Weir volunteered.

Mayor Wallace Jr. nominated Council Member Wallace.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Kruppa, to appoint Council Member Wallace; Council Member Weir; and Council Member Deja Hill and appoint Council Member Deja Hill for Chairperson to the Park Committee for a one-year term.

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

There was no further discussion.

Motion to approve carried 7-0

23. Consideration, discussion, and possible action on the reappointments for the Planning and Zoning Commission Members for Place No. 1; Place No. 3; Place No. 5 and Place No. 7.

The City staff recommended that the City Council reappoint Planning and Zoning Commissioners – Julie Leonard, Place No. 1; Philip Tryon, Place No. 3; Ruben Cardona, Place No. 5; and LaKesha Small, Place No. 7 to serve a two-year term.

Assistant Development Services Director Dunlop was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Mayor Pro Tem Dr. Harvey and seconded by Council Member Emily Hill, to reappoint Planning and Zoning Commissioners – Julie Leonard, Place No. 1; Philip Tryon, Place No. 3; Ruben Cardona, Place No. 5; and LaKesha Small, Place No. 7 for a two-year term.

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

There was no further discussion.

Motion to approve carried 7-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 10:00 p.m. on Wednesday, November 18, 2020.

These minutes approved by the Manor City Council on the 2nd day of December 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



CITY OF
MANOR

EST.  1872

TEXAS

Manor
Together

Leadership Manor Inaugural Cohort 2020-2021

Overview

- Introducing who we are and our why
- Mission
- Manor Together Campaign
- Project Implementation and Evaluation
- Expected results



Our Why

We are 9 people connected by our community with both individual and collective hearts for faith, serving others, and making a difference. We are made up of a diverse group of individuals that represent the city of Manor. Our ethos is based around community, love for self and others, seeing ourselves reflected in the community and ensuring that the community sees themselves reflected in who we are.



Mission & Vision

As the inaugural class of Leadership Manor, we are committed to engaging the Manor community through the Manor Together campaign to influence the development of community services and spaces that will most benefit the people of Manor. The campaign will: 1. Manage progress of local government 2. Provide access to community assets for improved development 3. Narrate community needs 4. Organize community's social services for change & 5. Reconcile Manor's past and present.

The data obtained from this campaign will inform future community initiatives and serve as the foundation that succeeding Leadership Manor classes can build upon.

Manor Together Objectives

- M- Manage progress of local government
- A- Access community assets for improved development
- N- Narrate community needs
- O- Organize community's social services for change
- R- Reconcile Manor's past and present



Campaign Features

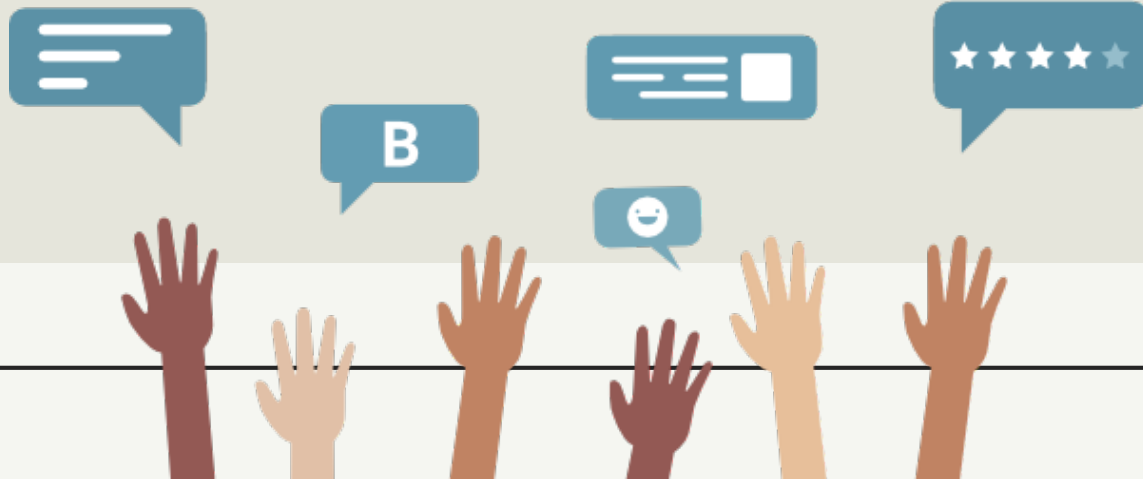


1. Surveys and Town Halls
2. Public Relations Campaign (With Visible Signage)
3. Manor Together Web Page with Resources
4. Yard Signs
5. Signature Items
6. Campaign Social Media Pages
7. Manor Together Logo Mask
8. Manor Resource Map

Signature Events

Survey & Town Hall

Measuring and Amplifying the Voices of Manor



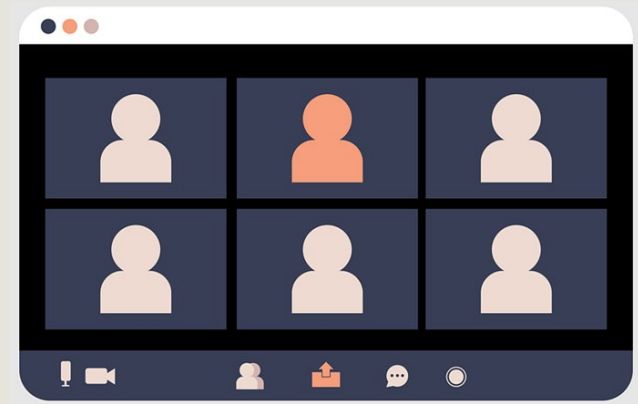
Survey

- Launch date: December
- One-time
- 6 to 10 questions
- Prospective response count: 2,000+
- Virtual and door-to-door
- Shape Town Hall topics and audience



Town Hall

- Schedule: January, February, March
- Virtual
- Demographic-based



Key Partners



CITY OF
MANOR
EST.  1872
TEXAS



Implementation

The following are proposed implementation mechanisms and procedures for ensuring the proposal remains directed towards the stated objectives:

- Format the “Manor Together” Campaign Strategy Guide
- Create Detailed Execution Calendar (Including social media material and signature event content)
- Develop Public Relations content to include: Logo, Signage, Survey Development, Town Hall format, and Key Partners MOU (or verbal commitment)

Evaluation

The following are proposed mechanisms and procedures for ensuring the proposal remains directed towards the stated objectives:

- Survey 2,000 individuals or 10% of the greater Manor area (Need most updated number)
- Align and track community social services which are developed from the campaign
- Gather, analyze, and report on Survey and Town Hall Data

Expected Results

This proposal aims to achieve the following overall result:

- Encourage citizens to engage in asset based community development
- Introduce a tangible and achievable project for the city of Manor
- Create a platform for the next leadership Manor class
- Develop an empowered community



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EST.  1872
TEXAS

Thank You

Leadership Manor Inaugural Cohort 2020-2021

Comprehensive Planning Report - 11/18/2020

Item 3.

Team:

- Scott Dunlap - Assistant Development Services Director
- Planning & Zoning Commission
 - Philip Tyron - Chairperson
 - Julie Leonard - Vice Chairperson
 - Jacob Hammersmith - Commissioner
- Councilman Dr. Harvey

Points to Share:

- 9 Proposals
- Local, State, and National experience
- Experience of the team members
- Experience with historical preservation/districts
- Experience ensuring families can afford to live, work, and play in the city
- Experience with Transportation and Water/Wastewater, Parks/Recreation, Trails, and Economic Development

Council Feedback/Questions

- Take and get answered specific questions from Council 11/18/2020 City Council Meeting

Next Steps

- Meet on Thursday to determine if we are ready to make a final selection or need more meetings/information
- Submit decision to City Council at December 2, 2020 meeting

ORDINANCE NO. 594

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 18th day of November 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Address:
15501 US Highway 290 East, Elgin, Texas 78621

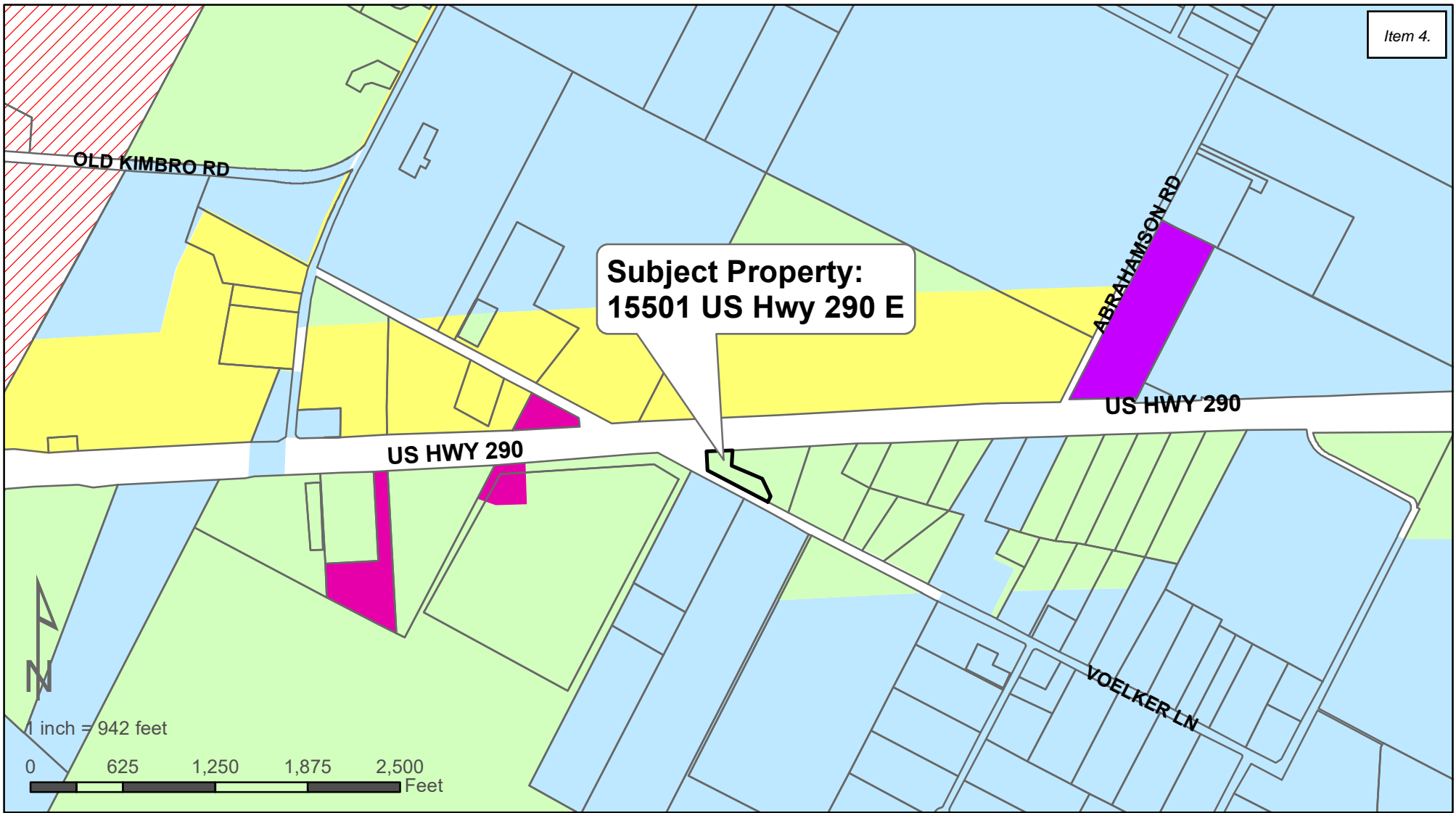
Property Legal Description:

Lot 1, Block A, Cottonwood Estates, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Document No. 200900016 in the Official Public Records of Travis County, Texas.

22nd September, 2020

I am Mr. Karim Momin owner of K&R Trading Inc, 15501 E hwy290, Manor, TX78621 Want to get permission from the city so I can Park a Mobile Taco Trailer within my said property. Thanks

Karim Momin



Proposed Zoning: Medium Commercial (C-2)

*Current Zoning:
Agricultural (A)*

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion and possible action on an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).
Applicant: Kimley-Horn and Associates
Owner: West Elgin Development Corp.

BACKGROUND/SUMMARY:

This property is located within the Presidential Heights subdivision at intersection of Samuel Welch and George Mason. The Development Agreement has since 2007 contemplated this area being commercial (see backup Revised Concept Plan Zoning Map of the Property). The development agreement states the developer will make application for C-1 Light Commercial.

Staff recommends Neighborhood Business as that is the least intense commercial category and has design standards (lot coverage, setbacks, building heights, etc.) and allowable uses that are more compatible with being in or adjacent to single family residential. A list of uses allowed under Neighborhood Business and Light Commercial is in the backup with differences highlighted. Uses within Neighborhood Business are meant to be small scale and supportive of the adjacent community such as retail/food sales, professional/medical offices, personal services (barbershop/salon, instructional studios and classes), daycare, and financial services (bank). Gas stations, bars, event centers, and hotels are only allowed with an additional Specific Use Permit that goes through a public hearing process the same way a zoning request does.

Planning and Zoning Commission Recommendation: **4-1 to approve Neighborhood Business**

First Reading was approved on November 18, 2020 Regular Council Meeting.

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

- Ordinance No. 595
- Letter of Intent
- Rezoning Map
- Area Image
- Development Agreement Exhibit E
- Non-residential Land Uses

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the second and final reading of Ordinance No. 595 rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX **from Single Family (SF-1) to Neighborhood Business (NB).**

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
X – as NB

ORDINANCE NO. 595

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY (SF-1) TO NEIGHBORHOOD BUSINESS (NB); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family (SF-1) to zoning district Neighborhood Business (NB). The Property is accordingly hereby rezoned to Neighborhood Business (NB).

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

PASSED AND APPROVED FIRST READING on this the 18th day of November 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Address:

1.341 acres at the intersection of Samuel Welch Way and George Mason Avenue, Manor, Texas
78653

Property Legal Description:

Lot 1, Block T, Phase 4 Presidential Heights Final Plat, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Document No. 201900044 in the Official Public Records of Travis County, Texas.

September 25, 2020

City of Manor
Attn: Scott Dunlop
105 E. Eggleston St.
Manor, Texas 78653

**Re: Presidential Heights Phase 4 - Lot 1 Block T
1.341-Acre Tract – Letter of Intent
Northeast corner of the Intersection of Samuel Welch Way and George Mason Avenue
Manor, Texas 78653**

Dear Staff:

Please accept this Summary Letter for the above referenced project. The proposed Presidential Heights Lot 1 Block T development is located along the northbound side of George Mason Avenue within the Presidential Heights Phase 4 Subdivision in Manor, Texas. The existing property consists of a 1.341-acre, undeveloped tract.

The Owner intends to submit an application to rezone this tract of land from SF-1 (Single-Family Suburban) to C-1 (Light Commercial) in conformance with the Approved Revised and Restated Development Agreement for the Presidential Heights Development.

If you have any questions or comments regarding this request, please contact me at 512-350-5703.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

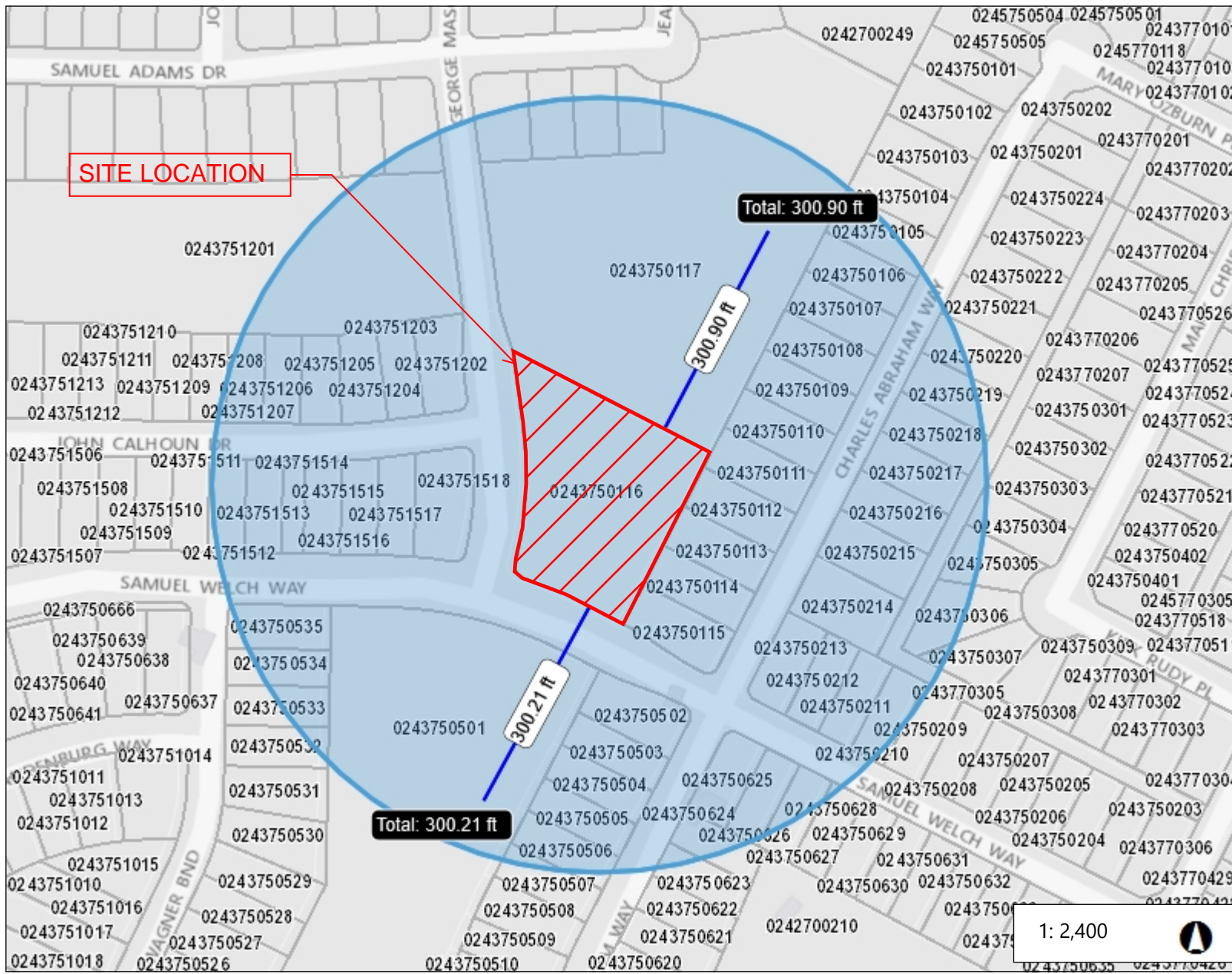


Robert J. Smith, P.E.
Project Manager



Property Profile

Item 5.



Legend

Jurisdiction

- FULL PURPOSE
- LIMITED PURPOSE
- EXTRATERRITORIAL JURISDICTION
- 2 MILE ETJ AGRICULTURAL AGR
- OTHER CITY LIMITS
- OTHER CITIES ETJ

TCAD Parcels

TCAD Parcel IDs

Jurisdiction

- FULL PURPOSE
- LIMITED PURPOSE
- EXTRATERRITORIAL JURISDICTION
- 2 MILE ETJ AGRICULTURAL AGR
- OTHER CITY LIMITS
- OTHER CITIES ETJ

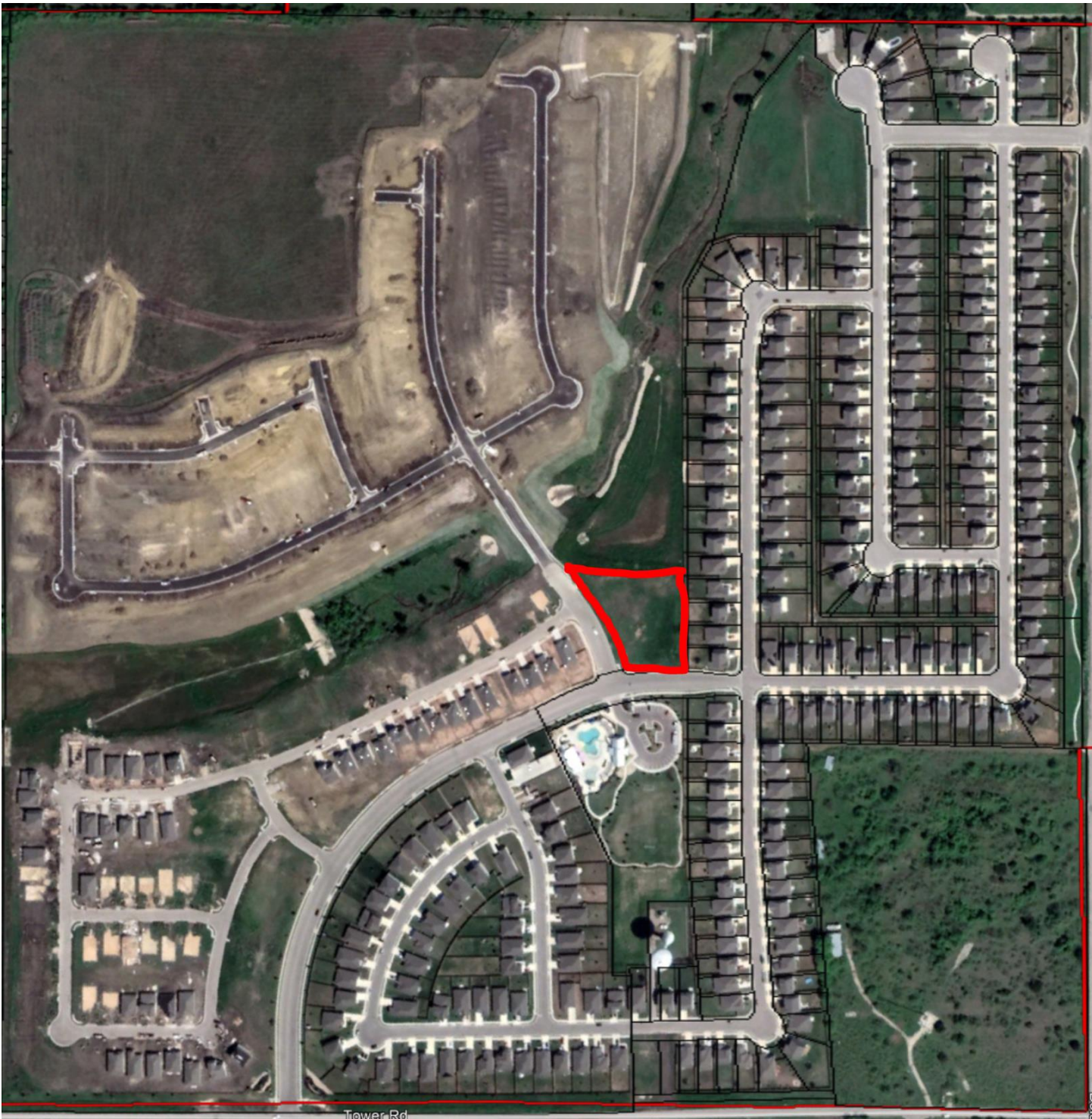
Notes

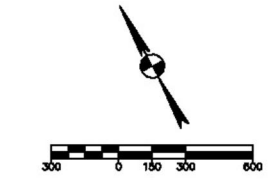
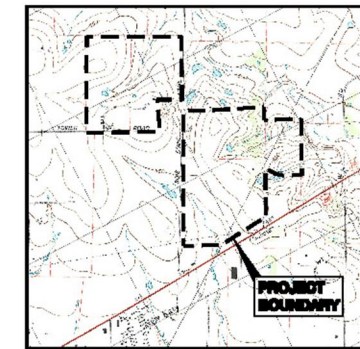
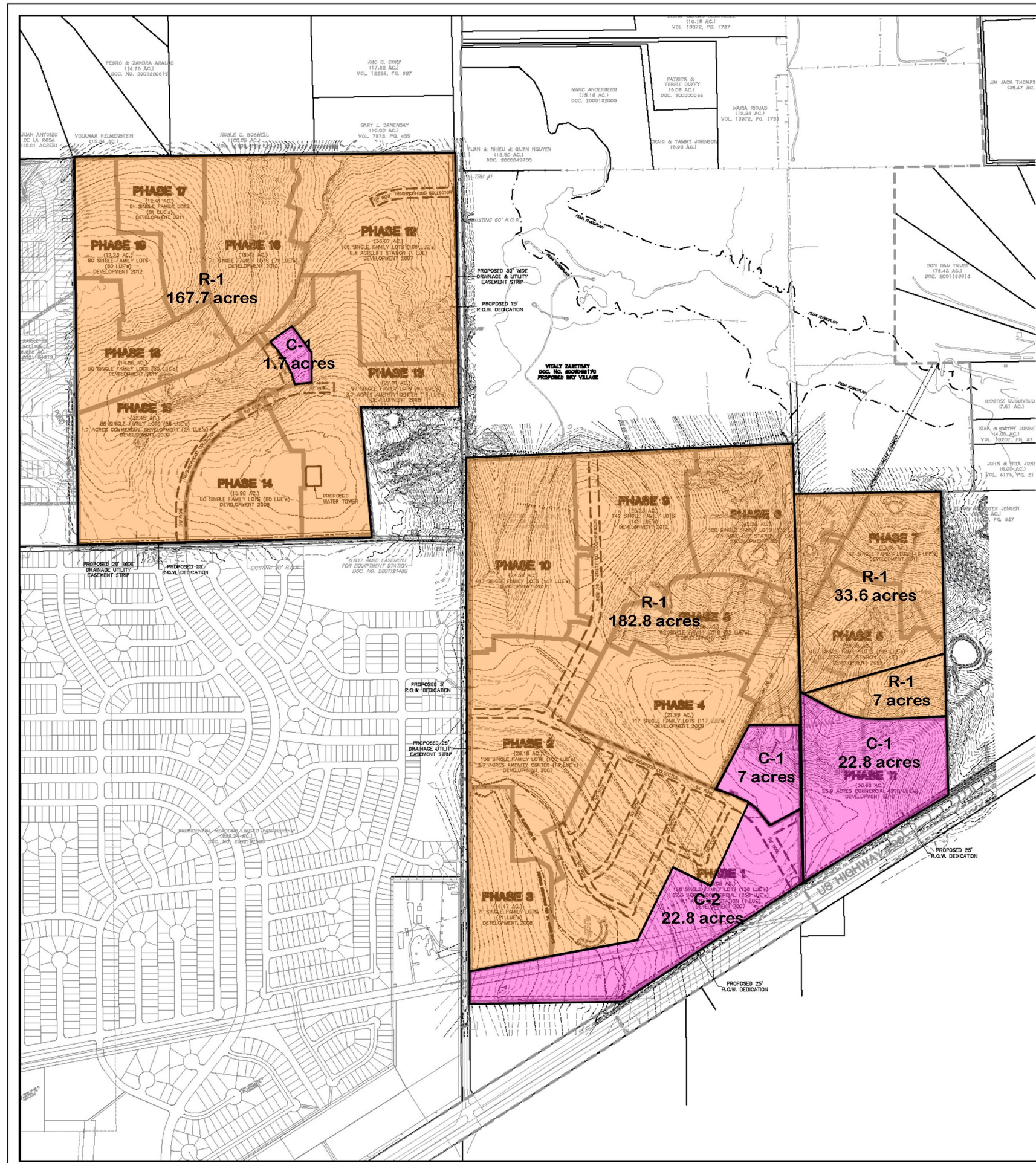


NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet

Date Printed:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.





LEGEND

- COLLECTOR R.O.W. LIMITS
- PHASE LINES

OWNER: PRESIDENTIAL GLEN, LTD.
 9900 HWY. 290 EAST
 MANOR, TX. 78653
 (512) 327-7415
DEVELOPER: PRESIDENTIAL GLEN, LTD.
 9900 HWY. 290 EAST
 MANOR, TX. 78653
 (512) 327-7415
ENGINEER: BURY+PARTNERS, INC.
 3346 BEE CAVES ROAD,
 SUITE 200
 AUSTIN, TEXAS 78746
 (512) 328-0011

ANTICIPATED DEVELOPMENT SCHEDULE

PHASE 1	2007
PHASE 2	2007
PHASE 3	2008
PHASE 4	2009
PHASE 5	2009
PHASE 6	2010
PHASE 7	2011
PHASE 8	2011
PHASE 9	2012
PHASE 10	2012
PHASE 11	2010
PHASE 12	2007
PHASE 13	2008
PHASE 14	2008
PHASE 15	2009
PHASE 16	2010
PHASE 17	2011
PHASE 18	2011
PHASE 19	2012

PERRY TRACT CONCEPT PLAN
 SITE SUMMARY 186.4 ACRES

LAND USE	ACRES	NO. LOTS	LUE'S
SINGLE FAMILY (50' LOT WIDTH)	89.5	396	396
SINGLE FAMILY (60' LOT WIDTH)	45.0	199	199
COMMERCIAL	1.7	1	24*
PARKLAND/OPENSOURCE	11.7	-	2
AMENITY CENTER/PARKLAND	3.7	1	13**
PARKLAND/DRAINAGE EASEMENT	8.4	-	-
LIFT STATION	0.4	1	1
WATER TOWER	0.4	1	1
COLLECTOR R.O.W.	4.5	-	3
BOUNDARY DRAINAGE & UTILITY EASEMENT	2.2	-	-
BOUNDARY R.O.W. DEDICATION	1.8	-	-
TOTALS	169.4	599	636

PRESIDENTIAL GLEN CONCEPT PLAN
 SITE SUMMARY 276.3 ACRES
 (INCLUDES 44.8 ACRES OF ABANDONED GUNN LANE R.O.W.)

LAND USE	ACRES	NO. LOTS	LUE'S
SINGLE FAMILY (40' LOT WIDTH)	82.3	364	364
SINGLE FAMILY (50' LOT WIDTH)	103.2	600	600
SINGLE FAMILY (60' LOT WIDTH)	12.5	62	62
COMMERCIAL	46.4	5	920*
PARKLAND/OPENSOURCE	15.5	-	9
AMENITY CENTER/PARKLAND	3.0	1	13**
PARKLAND/DRAINAGE EASEMENT	20.8	-	-
LIFT STATION	0.3	-	-
COLLECTOR R.O.W.	8.2	-	6
BOUNDARY DRAINAGE & UTILITY EASEMENT	2.1	-	-
BOUNDARY R.O.W. DEDICATION	2.0	-	-
TOTALS	276.3	1,035	1,577

WATERSHED STATUS:
 THIS SITE IS LOCATED IN THE WILBARGER AND COTTONWOOD CREEK WATERSHED.

FLOODPLAIN INFORMATION:
PERRY TRACT:
 NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YR. FLOODPLAIN AS SHOWN ON THE APPROVED PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4845360485G, DATED PRELIMINARY FEBRUARY 24, 2006, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.
PRESIDENTIAL GLEN:
 NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YR. FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 484530055 E, EFFECTIVE DATE: JUNE 16, 1993, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

LEGAL DESCRIPTION:
PERRY TRACT:
 169.374 ACRES OF LAND, BEING THE SAME TRACT CONVEYED TO PRESIDENTIAL GLEN, LTD. BY DEED OF RECORD IN DOC. NO. XXXXXXXXXX OF THE OFFICIAL PUBLIC RECORDS OF THE TRAVIS COUNTY, TEXAS.
PRESIDENTIAL GLEN:
 OF 212.438 ACRES OF LAND, BEING THE SAME TRACT OF LAND CONVEYED TO PRESIDENTIAL GLEN, LTD. BY DEED OF RECORD IN DOC. NO. 2004048999 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
GUNN TRACT:
 63.382 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY, NO. 52, ABSTRACT NO. 154, SITUATED IN TRAVIS COUNTY, TEXAS; BEING ALL OF THAT CERTAIN 33.631 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO PETER A. DWYER, RECORDED UNDER DOC. NO. 2005224430 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF THAT CERTAIN 29.731 ACRE TRACT DESCRIBED IN A MEMORANDUM TO PETER A. DWYER, RECORDED UNDER DOCUMENT NO. 2005034918, OF SAID OFFICIAL PUBLIC RECORDS.

BENCHMARK NOTE:
PERRY TRACT:
 TBM# 3 RAILROAD SPIKE AT FENCE CORNER POST, INTERSECTION OF THE SOUTH R.O.W. LINE OF TOWER LANE WITH THE WEST R.O.W. OF BOIS D'ARC LANE. ELEVATION = 552.94'
 TBM# 12 COTTON GIN SPINDLE SET ON ASPHALT +/- 7 FEET SOUTH FROM THE NORTHERLY EDGE OF ASPHALT OF TOWER LANE AND +/- 321+ FEET EAST FROM INTERSECTION OF BOIS D'ARC LANE. ELEVATION = 573.30'
 TBM# 1 COTTON GIN SPINDLE SET ON ASPHALT +/- 8 FEET WEST FROM THE EASTERLY EDGE OF ASPHALT OF BOIS D'ARC LANE AND +/- 2717 FEET NORTH FROM THE INTERSECTION OF TOWER LANE. ELEVATION = 540.33'
PRESIDENTIAL GLEN:
 TBM# 1 LCRA 3" ALUMINUM DISK IN CONCRETE STAMPED A260 LOCATED ALONG THE NORTH ROW LINE OF US 290 500' WEST OF GUNN LANE, APPROX. 5' WEST OF GATE ENTRANCE TO LCRA TRANSMISSION LINE ROW. (NOT SHOWN). ELEVATION = 552.42'
 TBM# 4 FROM ROD 2" WEST OF FENCE CORNER POST, NORTHEASTERLY CORNER OF 212.438 AC TRACT. ELEVATION = 498.61'
GUNN TRACT:
 TBM# 3 IRON ROD WITH CAP FOUND FOR THE SOUTHEASTERLY CORNER OF SUBJECT TRACT +/- 7 FEET WEST FROM THE WESTERLY EDGE OF ASPHALT OF ACCESS DRIVEWAY. ELEVATION = 554.28'
 TBM# 17 COTTON GIN SPINDLE SET NORTHERLY EDGE OF ASPHALT OF US HWY 290 +/- 1610 FEET WEST FROM THE INTERSECTION OF KIMBRO LANE AND +/- 63 FEET SOUTH FROM SOUTHEASTERLY CORNER OF SUBJECT TRACT. ELEVATION = 545.50'

Bury+Partners
 ENGINEERING SOLUTIONS
 14000 N. MOORE AVE. SUITE 200
 DALLAS, TEXAS 75244
 TEL: (214) 343-3800 FAX: (214) 343-3801
 www.burypartners.com

REVISIONS

NO.	DATE	DESCRIPTION

REVISED CONCEPT PLAN
 ZONING MAP OF THE PROPERTY
 AND ADDITIONAL PROPERTIES

PRESIDENTIAL GLEN
 MANOR, TRAVIS COUNTY, TEXAS
 PRESIDENTIAL GLEN, LTD.

PLOTTING SCALE: 1" = 1'
 DATE PLOTTED: 07/04/07
 FILE: 1344001.DWG
 DRAWN BY: RRC
 DESIGNED BY: SSS
 REVIEWED BY: BS
 PROJECT NO.: 1344-03.00

SHEET
1
 OF 1

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	
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	Item 5.
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								
Child care center (intermediate)		P	P	P	P	P	P	P	P		
Child care center (large)		P	P	P	P	P	P	P	P		
Club or lodge		P	P	P	P	P	P	P	P		
Commercial off-street parking							C	C	C		
Communication services or facilities				P			P	P	P	P	
Construction and equipment sales (Major)									P	P	
Construction and equipment sales (Minor)								P	P	P	

Construction services								C	C	C	Item 5.
Consumer repair services					P	P	P	P	P		
Contractor's shop									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	
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	

Item 5.

Gasoline station (full-service)								C	C		
Gasoline station (limited)					C/S		C/S	C	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		

Liquor sales					P	P	P	P	P			Item 5.
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	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	P
Pawnshop								C/S	C/S	C/S		
Personal improvement services					P	P	P	P	P			
Personal services					P	P	P	P	P			

Printing and publishing				C	C	C	C	C	C		Item 5.
Product development services (general)				P					P	P	
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		

Item 5.

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		
Shooting range, indoor									P	P	
Smoke shop or tobacco store								P	P		
Theater							P	P	P		
Transportation terminal								C	C	C	C
Truck and trailer sales and rental								C	C	C	
Truck stop									P	P	
Utility services, major			C							C	C

Utility services, minor	P	P	P	P	P	P	P	P	P	P	P	Item 5.
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	C
Wireless transmission facilities (WTF) monopole	C/S	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	C
Zoo, private								P	P			



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion and possible action on an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).
Applicant: Carney Engineering, PLLC
Owner: Housing Authority of Travis County

BACKGROUND/SUMMARY:

This property is adjacent to the existing multi-family senior apartment building on Carrie Manor next to the Cap Metro Park and Ride and potential future Green Line commuter rail station. That facility was also built and is owned by the Housing Authority of Travis County. The Authority is seeking to rezone the other half of that block to build a 20-unit affordable senior apartment building.

Planning and Zoning Commission Recommendation: 5-0 to approve
First Reading was approved on November 18, 2020 Regular Council Meeting

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

- Ordinance No. 596
- Letter of Intent
- Rezoning Map
- Area Map

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 596 rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None
X

ORDINANCE NO. 596

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 18th day of November 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Address:

200 Block West Burton Street, Manor, Texas 78653

Property Legal Description:

Lots 11-20, Block 10, Town of Manor and a 20' alley through Block 10 as described as a tract of land containing 0.1148 acre (5,000 square feet), more or less, being all of a 20' alley crossing Block 10, Town of Manor recorded in volume V, Page 746 of the Deed Records of Travis County, Texas (D.R.T.C.T.), and being adjacent to the Lots 1-20, Block 10, of said Town of Manor, said Lots 1-20 conveyed to the Housing Authority of Travis County, Texas in Document Nos. 2002001062, 2003286679, & 2007187176, all of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), said 0.1148 acre being more particularly described by metes and bounds as follows:

Metes and Bounds of 20' alley

COMMENCING, at a 1/2-inch iron rod with illegible cap found at the intersection of the north right-of-way line of Burton Street (80' Right-of-Way) with the east right-of-way line of Bastrop Street (80' Right-of-Way), and being the southwest corner of Lot 20, Block 10 of said Town of Manor;

THENCE, with the east right-of-way line of said Bastrop Street and the west line of Lot 20, Block 10 of said Town of Manor, N10°10'33"E, a distance of 115.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southwest corner and POINT OF BEGINNING hereof, said point being at the intersection of the east right-of-way line of said Bastrop Street with the south right-of-way line of said 20' alley (to be vacated), and being the northwest corner of Lot 20, Block 10 of said Town of Manor;

THENCE, continuing with the east right-of-way line of said Bastrop Street, N10°10'33"E, a distance of 20.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, said point being at the intersection of the east right-of-way line of said Bastrop Street with the north right-of-way line of said 20' alley (to be vacated), and being the southwest corner of Lot 1, Block 10 of said Town of Manor;

THENCE, leaving the east right-of-way line of said Bastrop Street, with the north right-of-way line of said 20' alley (to be vacated), and with the south line of the north half of Block 10 of said Town of Manor, S79°49'27"E, a distance of 250.00 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, said point being at the intersection of the west right-of-way line of Caldwell Street (80' Right-of-Way) with the north right-of-way line of said 20' alley (to be vacated), and being the southeast corner of Lot 10, Block 10 of said Town of Manor;

THENCE, with the west right-of-way line of said Caldwell Street, S10°10'33"W, a distance of 20.00 feet to a 1/2- inch iron rod with "4Ward-Boundary" cap set for the southeast corner hereof, said point being at the intersection of the west right-of-way line of said Caldwell Street with the south right-of-way line of said 20' alley (to be vacated), and being the northeast corner of Lot 11, Block 10 of said Town of Manor;

THENCE, leaving the west right-of-way line of said Caldwell Street, with the south right-of-way line of said 20' alley (to be vacated), and with the north line of the south half of Block 10 of said Town of Manor, N79°49'27"W, a distance of 250.00 feet to the POINT OF BEGINNING and containing 0.1148 Acre (5,000 Square Feet) of land, more or less.



CARNEY
ENGINEERING, PLLC

October 12, 2020

Mr. Scott Dunlop
105 E. Eggleston Street
Manor, Texas 78653

RE: LETTER OF INTENT
Rezoning Request
Manor Town Apartments
Lot 1, Block A Town of Manor Subdivision
Manor, Texas

Dear Scott

Please find submitted herewith our Letter of Intent for the rezoning of the referenced property. It is currently zoned C-1 (light commercial) and we want to rezone the property to MF-2 (multi-family).

The reason for the rezoning request is to allow a 20-unit multi-family project to be developed.. With the recent vacation of the alley the total acreage is 0.77. We understand the City is currently working with Cap Metro on a TOD plan for the future Green Line Station at the current park-and-ride facility. As part of that plan it would include future land uses that build density around the station area.

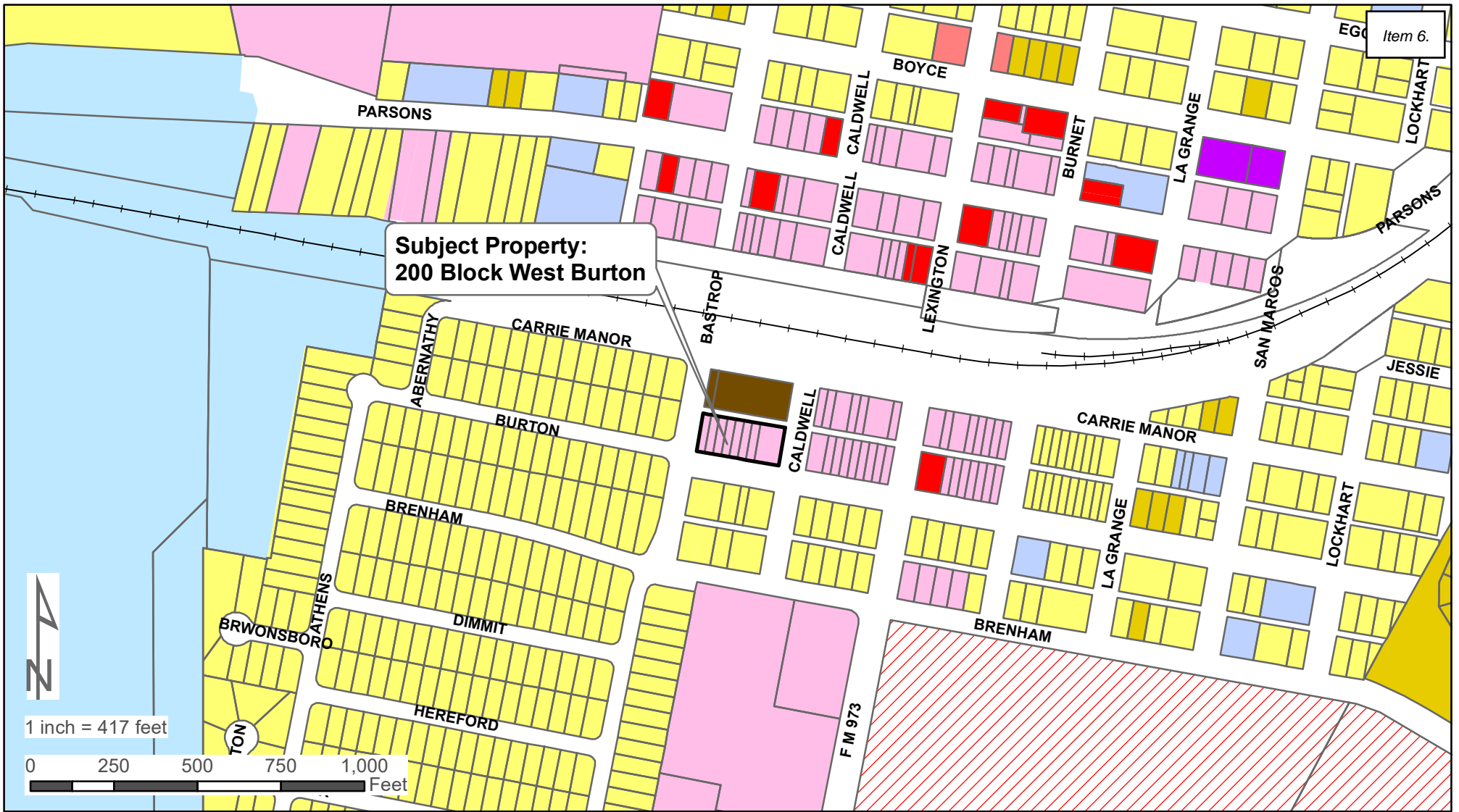
Please let us know if you need any further information for the rezoning effort.

Respectively submitted,

CARNEY ENGINEERING, PLLC
TBPE Firm No. F-5033



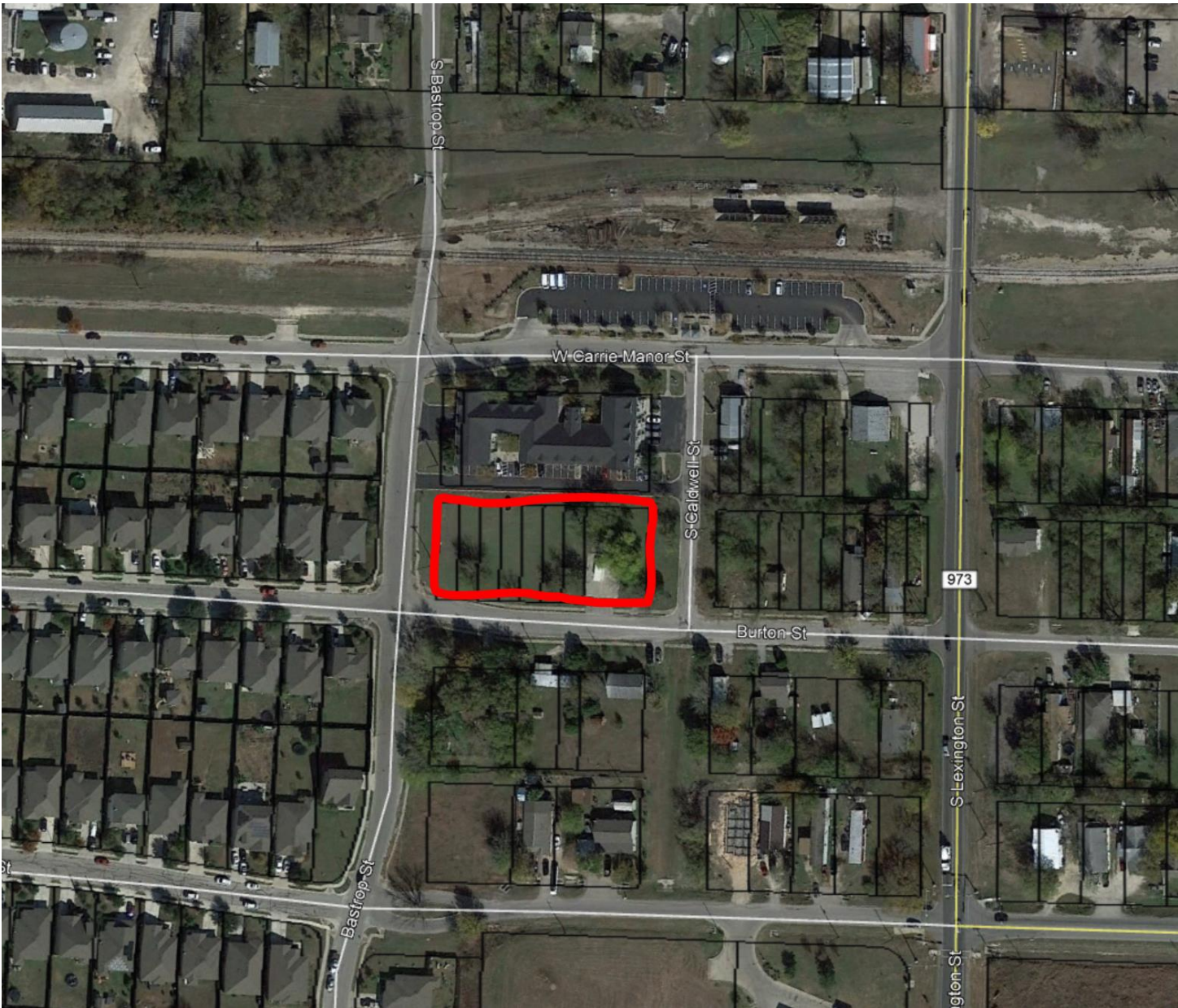
T. Craig Carney, P.E.



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

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

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





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

A) Consideration, discussion, and possible action on a Resolution dissolving and recreating a Public Improvement District (PID) – EntradaGlen; and B) Consideration, discussion, and possible action on an Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District.

BACKGROUND/SUMMARY:

On November 4, 2020, the City Council accepted the petition filed by the owners of property in the EntradaGlen PID requesting the dissolution of the original EntradaGlen PID and the creation of a new EntradaGlen PID and scheduled a public hearing be held on December 2, 2020. The attached resolution is presented to you for consideration to authorize the dissolution of the original EntradaGlen PID and the creation of a new EntradaGlen PID and consideration of an amended and restated agreement regarding the dissolution of the EntradaGlen PID.

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

- Resolution No. 2020-16
- Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council A) approve Resolution No. 2020-16 for the dissolution of the original EntradaGlen Public Improvement District (PID) and the creation of a new EntradaGlen PID and direct the City Secretary to publish a copy of the resolution adopted; and B) approve the Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District.

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

RESOLUTION NO. 2020-16

**A RESOLUTION OF THE CITY OF MANOR, TEXAS
DISSOLVING THE ORIGINAL ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
AND CREATING A NEW ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT**

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

WHEREAS, the City Council of the City of Manor (the “City Council”) has previously created the EntradaGlen Public Improvement District (the “District”) pursuant to Resolution 2018-06 adopted on July 18, 2018 (the “Creation Resolution”); and

WHEREAS, on or about October 29, 2020, the owners of real property located in the City of Manor submitted to and filed with the City Secretary of the City that certain “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” (the “Petition”) indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment; and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District (the “Owner” or “Developer”) have executed the Petition requesting that the City Council dissolve the original EntradaGlen Public Improvement District (the “original EntradaGlen PID”), as shown on Exhibit “A”, and conditioning such request on the City’s creation, by same motion, of the new EntradaGlen PID (the “new EntradaGlen PID”), as shown on Exhibit “B” (the “Map and Field Notes of the District”); and

WHEREAS, after providing the notices required by Section 372.009 of the Act, and pursuant to Section 372.011 of the Act, the City Council, on December 2, 2020, conducted a public hearing on the advisability of dissolution of the original EntradaGlen District (the “Dissolution Public Hearing”); and

WHEREAS, after providing the notices required by Section 372.009 of the Act, the City Council, on December 2, 2020, conducted a public hearing on the advisability of the improvements and services related to the proposed new EntradaGlen PID (the “Creation Public Hearing”); and

WHEREAS, the City Council, after receiving the public input and considering same, and evaluating the supporting information received by the City from the Developer, related to the dissolution of the original EntradaGlen PID and the creation of the new EntradaGlen PID, the Council takes the following action.

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

SECTION 1. FINDINGS. Pursuant to the requirements of the Act, and the City’s Public Improvement District Policy adopted February 21, 2018, as amended (the “PID Policy”), the City Council, after considering the Petition for dissolution of the original EntradaGlen PID and for creation of the proposed new Entrada Glen PID and the evidence and testimony presented at the Dissolution Public Hearing and Creation Public Hearing, respectively, hereby finds and declares:

- (a) It is advisable to dissolve the original EntradaGlen PID, provided that the new EntradaGlen PID is created as described in the Petition and herein.
- (b) Compliance with the City’s PID Policy. All provisions of the City’s PID Policy, except for home prices within the new EntradaGlen PID exceeding other surrounding new home community pricing by \$30,000, have been met. The City Council hereby grants an exception to the home price expectation and finds that waiving the home price expectation is in the best interest of the City.
- (c) Advisability of Services and Improvements Proposed for the District. It is advisable to create the new EntradaGlen PID to provide the services and improvements described in this Resolution; the services and improvements will contribute to the public health, safety, and welfare of the District and to the City.
- (d) Nature of the Services and Improvements. The general nature of the services and improvements to be performed by the new EntradaGlen PID are:
 - (i) acquisition, construction, and improvement of streets, roadways, rights-of-way, and related facilities;
 - (ii) the establishment of parks and open space, together with the design, construction, and maintenance of any ancillary structures, features or amenities such as trails, public art, pavilions, community facilities, irrigation, multiuse paths, lighting, benches, swimming pools, other recreational facilities, trash receptacles, and any similar items;
 - (iii) landscaping improvements;
 - (iv) acquisition, construction, and improvement of water, wastewater, and drainage facilities;
 - (v) construction of entry monumentation and features;
 - (vi) projects similar to those listed in subsections (i) – (v) above; and
 - (vii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vi) above, including costs of establishing, administering, and operating the new EntradaGlen PID.

- (e) Estimated Cost of Services and Improvements. The estimated amount of bonds to be issued for the new EntradaGlen PID, through assessments for the first three (3) years of the District's term, is not more than \$40,000,000. The total bonded indebtedness over the term of the new EntradaGlen PID is anticipated to be not more than \$40,000,000. The petitioners have represented to the City that these amounts will be supplemented with (i) additional revenue expected to be received from governmental reimbursement and participation agreements, and (ii) developer equity investment and debt financing. These anticipated additional funds are expected to be detailed in the proposed Service Plan associated with the new EntradaGlen PID.
- (f) Boundaries. The new EntradaGlen PID is located in the City of Manor, Texas. The boundaries of the new EntradaGlen PID are shown on the Map of the District, Exhibit "B."
- (g) Method of Assessment. The new EntradaGlen PID costs may be assessed using any methodology that results in the imposition of equal shares of the costs on property similarly benefited within the new EntradaGlen PID.

The City shall exclude the following classes of property from assessment: (i) property of the City; (ii) property of the County; (iii) property owned by political subdivisions of the State of Texas and used for public purposes; and (iv) other property that is excluded by law or by agreement of the City and the petitioners.

- (h) Assessment Roll and Setting of Rate. The City Manager shall annually prepare an assessment roll and file that roll with the County Clerk, in conformity with the exemptions from the assessment established under subparagraph (f) above. The annual assessment installment for the first year for which bonds are issued shall not exceed \$3.26 of each parcel's anticipated build out value per \$100.00 valuation of taxable real property as shown on the tax rolls of the Travis Central Appraisal District.

SECTION 2. DISSOLUTION. The original EntradaGlen Public Improvement District is hereby dissolved under the Act in accordance with the findings set forth in this Resolution as to the advisability of the dissolution.

SECTION 3. AUTHORIZATION AND CREATION. The new EntradaGlen PID is hereby authorized and created as a Public Improvement District under the Act in accordance with the findings set forth in this Resolution as to the advisability of the services and improvements. The new EntradaGlen PID shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 1 of this Resolution.

SECTION 4. NOTICE OF AUTHORIZATION. The City Secretary is directed to give notice of the authorization of establishment of the new EntradaGlen PID by publishing a copy of this Resolution once in a newspaper of general circulation in the City of Manor. Such authorization shall take effect and the new EntradaGlen PID shall be deemed to be established effective upon publication of such notice. The new EntradaGlen PID can be terminated as provided by law or as provided in that certain Agreement Regarding Dissolution of the EntradaGlen Public Improvement District dated _____, 2020 (the "Dissolution Agreement"). Subject to the last sentence of this Section 4, the power of the City to continue to levy and collect assessments within the new

EntradaGlen PID pursuant to the Act will cease and the PID will be dissolved following the date that a petition requesting dissolution is filed with the City Secretary of the City of Manor, and the petition contains signatures of at least the number of property owners in the new EntradaGlen PID to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the City Council as described in Section 372.011 of the Act, or as otherwise provided in the Dissolution Agreement. If the new EntradaGlen PID is dissolved, the PID shall remain in effect for the purpose of meeting obligations of indebtedness.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 2nd day of December 2020, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Dr. Larry Wallace, Jr., Mayor

ATTEST:

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

**EXHIBIT "A"
ORIGINAL ENTRADAGLEN PID BOUNDARIES**



A METES AND BOUNDS DESCRIPTION OF 262.091 ACRES OF LAND

BEING 262.091 acres of land being all situated in William Standerford Survey No. 69, Abstract No. 742 and James Manor Survey No. 40, Abstract No. 546 City of Manor, Travis County, Texas; said 262.091 acres being more particularly described as follows:

BEGINNING, at a found ½ inch iron rod located in the northerly line of U.S. 290 East (Variable R.O.W), from which a found ½ inch iron rod bears N 81° 46' 36" E, 43.50 feet for the most southeasterly corner of that certain 3.056 acre tract conveyed to Cottonwood Holding, LTD., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas;

THENCE, North 67° 22' 19" West, along the said 3.056 acre tract, 348.58 feet, to a point located in the northeasterly line of Gregg Manor Road;

THENCE, South 79° 12' 13" West, crossing said Gregg Manor Road, 82.72 feet, to a point;

THENCE, leaving said Gregg Manor Road and along the that certain 3.559 acre tract conveyed to Haywood-Schneider Land, as recorded in Document No. 2003152493 of the Official Record of Travis County, Texas, the following courses;

- North 39° 38' 34" West, 247.22 feet, to a point;
- South 11° 34' 33" West, 229.22 feet, to a point;
- South 77° 09' 04" West, 384.67 feet, to a point;
- South 12° 40' 50" West, 203.70 feet, to a point located along northerly line of U.S. 290 East (Variable R.O.W);

THENCE, South 12° 21' 29" West, crossing said U.S. 290 East, 172.10 feet, to a point marking the northwesterly corner of that certain 20.00 acre tract conveyed to Robert L. Johnson, Curt D. Johnson and Gerald W. Broesche as recorded in Document No. 2003030623 of the Official Record of Travis County, Texas;

THENCE, leaving said U.S. 290 East and along the said 20.00 acre tract and that certain 29.982 acre tract conveyed to Aus-Tex Part and Service, LTD. as recorded in Document No. 2003013586 of the Official Record of Travis County, Texas, the following courses;

- South 12° 17' 18" West, 619.08 feet, to a point;
- South 12° 21' 58" West, 351.11 feet, to a point;
- South 73° 34' 57" East, 146.20 feet, to a point;
- South 03° 04' 01" West, 335.29 feet, to a point;
- South 81° 36' 06" East, 357.77 feet, to a point;
- South 61° 11' 08" East, 38.59 feet, to a point;
- South 60° 22' 36" East, 399.08 feet, to a point;

THENCE, along that certain 105.17 acre tract conveyed to Las Entradas Development as recorded in Document No. 2007002485 of the Official Record of Travis County, Texas, the following courses;

- South 10° 39' 14" West, 572.76 feet, to a point;
- North 82° 37' 38" West, 250.37 feet, to a point;
- North 85° 52' 15" West, 549.56 feet, to a point;

North 09° 37' 11" East, 183.55 feet, to a point;
North 03° 33' 06" East, 33.48 feet, to a point;
North 05° 30' 59" East, 168.03 feet, to a point;
North 05° 31' 51" East, 64.05 feet, to a point;
North 80° 24' 18" West, 573.95 feet, to a point;
South 08° 48' 04" East, 231.54 feet, to a point;
South 08° 48' 17" East, 141.01 feet, to a point;
South 11° 34' 05" East, 160.41 feet, to a point;
North 86° 45' 04" West, 649.61 feet, to a point;
South 83° 51' 53" West, 672.58 feet, to a point;
North 86° 43' 23" West, 66.80 feet, to a point;
North 14° 02' 26" West, 197.68 feet, to a point;
North 04° 09' 56" East, 15.80 feet, to a point;
North 57° 00' 04" West, 309.03 feet, to a point;
North 34° 35' 04" West, 53.35 feet, to a point;
North 46° 33' 04" West, 133.26 feet, to a point;
North 61° 56' 04" West, 120.87 feet, to a point;
North 47° 28' 04" West, 32.98 feet, to a point;
North 36° 26' 04" West, 85.00 feet, to a point;
North 13° 24' 04" West, 77.96 feet, to a point;
North 44° 52' 04" West, 306.10 feet, to a point;
North 38° 43' 04" West, 32.56 feet, to a point;
North 46° 16' 04" West, 108.84 feet, to a point;
North 46° 27' 04" West, 64.79 feet, to a point;
North 37° 49' 04" West, 121.78 feet, to a point;
North 03° 19' 04" West, 11.56 feet, to a point;

THENCE, North 15° 34' 13" West, crossing said U.S. 290 East, 223.84 feet, to a point located along that certain 104.823 acre tract conveyed to Entradas Development as recorded in Document No. 2007002485 of the Official Record of Travis County, Texas;

THENCE, North 27° 26' 43" East, leaving said U.S. 290 East and along the said 104.823 acre tract, 3034.79 feet, to a point located in the southwesterly line of Hill Lane;

THENCE, South 63° 12' 24" East, along the southwesterly line of Hill Lane, 2252.36 feet, to a point located in the westerly line of Gregg Manor Road;

THENCE, along the westerly line of Gregg Manor Road, the following courses;

North 13° 34' 46" East, 53.63 feet, to a point;
North 04° 53' 08" East, 117.43 feet, to a point;
Northerly, along the arc of curve to the right having a radius of 614.73 feet, a central angle 07° 03' 46", an arc length of 75.78 feet and chord bearing: N 00° 56' 38" W, 75.73 feet, to a point;

THENCE, crossing said Gregg Manor Road, and along that certain 3.056 acre tract conveyed to Cottonwood Holding, L.T.D., as recorded in Volume 12266, Page 1144 of the Official Record of Travis County, Texas, the following courses;

North 89° 55' 50" East, 789.50 feet, to a point;
South 01° 55' 56" East, 149.65 feet, to a point;
North 57° 30' 39" East, 320.38 feet, to a point;
North 57° 05' 36" East, 18.82 feet, to a point;
North 60° 18' 53" East, 18.23 feet, to a point;
North 60° 14' 49" East, 220.49 feet, to a point;
North 18° 14' 56" East, 33.39 feet, to a point;

THENCE, North 25° 15' 31" East, crossing Lexington Boulevard, 113.40 feet, to a point;

THENCE, leaving said Lexington Boulevard and along the said Lots 2 and 3 of the Shadowglen Golf Course, the following courses;

South 87° 53' 05" East, 261.59 feet, to a point;
South 52° 27' 37" East, 87.38 feet, to a point;
South 87° 36' 38" East, 209.38 feet, to a point;
North 63° 56' 55" East, 121.56 feet, to a point;
South 25° 58' 20" East, 136.94 feet, to a point;
South 72° 21' 35" East, 461.95 feet, to a point;
South 17° 28' 29" West, 285.30 feet, to a point on the northeasterly line of Lot 2, Shadowview Shopping Center plat of which is recorded in Document No. 200900046 of the Official public Records of Travis County, Texas;

THENCE, crossing said Lot 2, Texas, the following courses;

South 63° 17' 53" West, 79.46 feet, to a point;
South 52° 54' 13" West, 85.65 feet, to a point;
South 87° 11' 48" West, 258.09 feet, to a point;
South 88° 20' 35" West, 49.98 feet, to a point;
South 87° 11' 50" West, 28.06 feet, to a point;
South 67° 55' 05" West, 35.80 feet, to a point on the easterly line of Lot 1, as described in said Shadowview Shopping Center;

THENCE, North 02° 48' 32" West, 52.08 feet, along said easterly line of Lot 1, to a point;

THENCE, South 87° 21' 04" West, 197.61 feet, along northerly line of Lot 1, to a point on the northeasterly line of Lexington Boulevard;

THENCE, southeasterly, along the arc of curve to the right having a radius of 600.00 feet, a central angle 05° 26' 36", an arc length of 57.00 feet and chord bearing: S 16° 52' 25" E, 56.98 feet, to a point;

THENCE, South 86° 51' 07" West, crossing Lexington Boulevard, 94.24 feet, to a point;

THENCE, leaving the said Lexington Boulevard and along the said 3.056 acres tract, the following courses;

South 07° 15' 14" East, 45.09 feet, to a point;
South 87° 01' 08" West, 313.45 feet, to a point;

South 78° 26' 52" West, 338.63 feet, to a point;
South 09° 49' 28" East, 236.78 feet, to a point;
North 62° 40' 18" West, 145.72 feet, to a point;
South 10° 38' 50" West, 177.87 feet, to a point;
South 81° 46' 36" West, 43.50 feet, to the POINT OF BEGINNING and containing 262.091 acres (11,416,701 square feet) of land, more or less;

SAVE AND EXCEPT: 0.968 ACRES (42,156 square feet), Lot 3, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

SAVE AND EXCEPT: 0.978 ACRES (42,587 square feet), Lot 4, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

SAVE AND EXCEPT: 2.051 ACRES (89,354 square feet), Lot 5, Block A, Las Entradas South Section 1, as described in Document No. 201200083 Official Records Travis County Texas.

**Amended and Restated Agreement Regarding the Dissolution of
the EntradaGlen Public Improvement District**

This Amended and Restated Agreement Regarding the Dissolution of the EntradaGlen Public Improvement District (the “Agreement”) is entered into on this 2nd day of December, 2020 by Cottonwood Holdings, Ltd., Shadowglen Development Corporation, and Las Entradas Development Corporation (collectively, the “Developer”) and the City of Manor, a Texas home rule municipality (the “City”), hereinafter sometimes referred to collectively as the Parties.

RECITALS

- A. The Developer requested the City establish the EntradaGlen Public Improvement District (the “Original EntradaGlen District”) in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements benefitting the Las Entradas and ShadowGlen Subdivisions dated August 16, 2017, and amended by the Amended Petition for the Creation of a Public Improvement District to Finance Certain Improvements to Las Entradas and ShadowGlen Subdivisions dated March 22, 2018 (collectively, the “Original Petition”).
- B. On July 18, 2018, the parties entered into the Agreement Regarding Dissolution of the EntradaGlen Public Improvement District recorded as Document No. 2018121739 in the Official Public Records of Travis County, Texas (the “Original Dissolution Agreement”), and the City approved the formation of the District over the property described in Exhibit A of the Original Petition, by Resolution No. 2018-06 (the “Original Resolution”).
- C. On October 29, 2020, the Developer filed with the City that certain “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” (the “Petition”).
- D. On the same date that the parties entered into this Agreement, the City approved the dissolution of the Original EntradaGlen District and the formation of a new EntradaGlen Public Improvement District (the “District”) over the property described in Exhibit A, attached hereto and incorporated herein for all purposes (the “Property”), by Resolution No. 2020-16 (the “Resolution”).
- E. The Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the “PID Bonds”).
- F. The Parties desire to provide for the dissolution of the District if special assessments are not levied or the PID Bonds are not issued by the deadline set forth herein.
- G. The Original Dissolution Agreement is hereby terminated and replaced in its entirety by this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that (a) Hill Lane, as further described in the contemplated development agreement between the Parties (the "Development Agreement") is not constructed within eighteen (18) months after the effective date of the Development Agreement, or (b) by (i) the first issuance of PID Bonds are not issued, or (ii) a levy of special assessments does not occur, by October 31, 2022, whichever occurs earlier (the "Authorization"). In such event, the Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of (i) the levy of special assessments or (ii) the first issuance of the PID Bonds.
3. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Owner shall cause any person or entity to whom Owner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 2 granting the City the authorization to dissolve the District as provided in paragraph 2. Owner shall provide the City with a copy of said document.
4. This Agreement may be amended only by a written instrument executed by all the Parties. Upon satisfaction of one of the conditions set forth in paragraph 2, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Travis County, Texas.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Travis County, Texas.
6. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:
City of Manor, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

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

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20__ by Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

COTTONWOOD HOLDINGS, LTD., a Texas limited partnership

By: COTTONWOOD GENERAL PARTNER, L.L.C., a Texas limited liability company, as General Partner

By: _____

Name: Peter A. Dwyer

Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 20__, by Peter A. Dwyer, President of Cottonwood General Partner, L.L.C., a Texas limited liability company, General Partner of Cottonwood Holdings, Ltd., a Texas limited partnership on behalf of that limited liability company and limited partnership.

(SEAL)

Notary Public, State of Texas

SHADOWGLEN DEVELOPMENT CORPORATION,
a Texas corporation

By: _____

Name: Peter A. Dwyer

Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____,
20__, by Peter A. Dwyer, President of Shadowglen Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: Peter A. Dwyer
Title: President

ACKNOWLEDGMENT

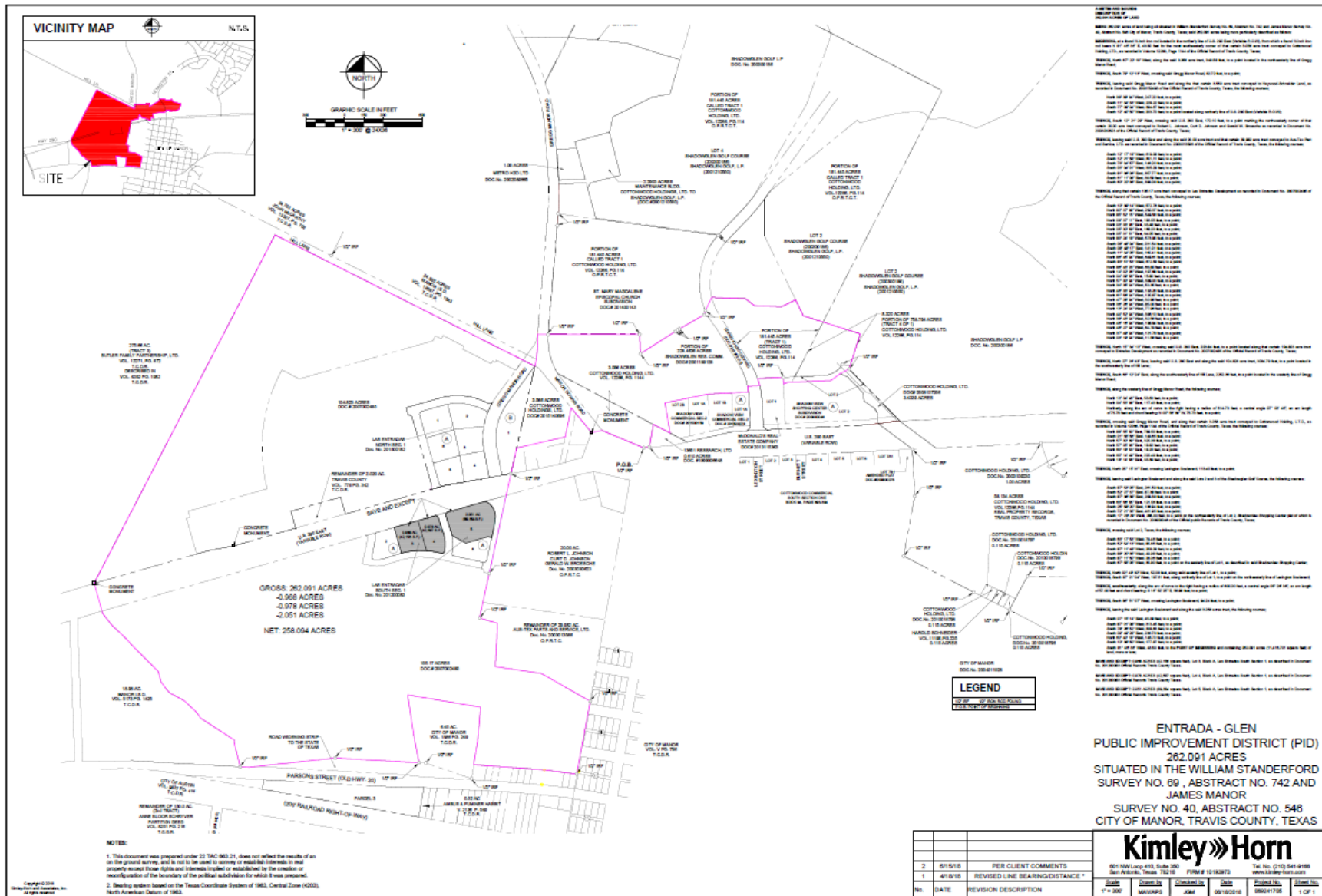
THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____,
20__, by Peter A. Dwyer, President of Las Entradas Development Corporation, a Texas
corporation, on behalf of that corporation.

(SEAL)

Notary Public, State of Texas

Exhibit “A”
The Property



DO



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an agreement and engagement letter for accounting services with Atchley & Associates.

BACKGROUND/SUMMARY:

Atchley & Associates to conduct an external Audit for FY 2019-2020

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

- Agreement Letter
- Engagement Letter Accounting Services

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve and authorize the City Manager and Director of Finance to execute the agreement and engagement letters for auditing accounting services with Atchley & Associates for FY 2019-2020.

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



November 11, 2020

Finance Committee
City of Manor
P.O. Box 387
Manor, Texas 78653

This letter is to explain our understanding of the arrangements for the services that Atchley & Associates, LLP (the Firm) is to perform for City of Manor for the year ending September 30, 2020. We ask that you either confirm or amend this understanding.

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Manor, Texas (the City), which comprise governmental activities, business-type activities, aggregate discretely presented component units, each major fund and aggregate remaining fund information as of and for the year-ended September 30, 2020, which collectively comprise the basic financial statements, and the required supplementary information of the statement of revenue, expenditures, and changes in fund balances – budget and actual, related notes, the schedule of changes in the City’s net pension asset/liability and related ratios – last ten years (unaudited), and the Texas municipal retirement system – schedule of funding progress (unaudited). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Finance Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here.

- General Fund
- Capital Projects Fund
- Special Revenue Fund
- Debt Service Fund
- Utility Enterprise Fund

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the

financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;

- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- d. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Finance Committee is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Atchley & Associates, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Atchley & Associates, LLP, also has not performed any procedures relating to this official statement.

Because the Firm will rely on the City and its management and Finance Committee to discharge the foregoing responsibilities, the City holds harmless and releases the Firm, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, the Firm's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Lydia Collins, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. We will notify you immediately of any circumstances we encounter which could significantly affect our initial estimate of fees, excluding direct out-of-pocket expenses, estimated to be \$29,875 - \$32,975 for the audit services. All other provisions of this letter will survive any fee adjustment. In accordance with our firm policies, work may be suspended if your account becomes sixty or more days overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may terminate the arrangement at any time by written notice to us. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination or in transferring files to and otherwise cooperating with any successor auditor. All provisions of this arrangement will survive termination or cancellation, except that (a) we will not have any obligation to provide services after termination and (b) you will not have any obligation to pay us for any services that we perform after termination, except for costs incurred to cooperate with a successor auditor or regulatory agency subpoena or inquiry.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate the Firm for any additional costs incurred as a result of the City's employment of a partner or professional employee of the Firm.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which

the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

In a legal action in which the Firm or its partners are not the defendants, we shall also be entitled to fees at \$400.00 per hour and reimbursements for testimony if we are subpoenaed as a witness in a subsequent litigation by third parties and such testimony involves the work we performed pursuant to this agreement. If we are ordered by a state or federal judge to permit the subsequent inspection and/or reproduction of files, records, and other documents relating to work performed by us pursuant to this agreement, then you agree that we may comply with these orders without prior notice to you.

Claim Resolution

The City and the Firm agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by the Firm or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. The Firm's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to the Firm for the services rendered under this arrangement letter.

Indemnification is intended to protect the Firm and its principals and employees against being named in any lawsuit arising from this engagement as a result of having completed this engagement. You shall indemnify the Firm and its principals and employees and hold us harmless from all claims, liabilities, losses, and counsel fees and expenses unless it shall have been determined by a court of competent jurisdiction that we have acted negligently in the performance of the work covered by our engagement. In no event shall the Firm and its principals and employees be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

If a dispute arises out of or relates to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation using the Commercial Mediation Rules of the American Arbitration Association (AAA) before resorting to arbitration, litigation, or some other dispute resolution procedure. Thereafter, any unresolved controversy or claim arising from or relating to this contract or the obligations of the parties hereunder shall be settled by arbitration administered using the American Arbitration Association or another mutually agreeable arbitration service using the AAA Arbitration Rules for Professional Accounting and Related Services Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Finance Committee of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between the Firm and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Atchley & Associates, LLP
Atchley & Associates, LLP

Confirmed on behalf of City of Manor, Texas:

Thomas M. Bolt
City Manager

Date

Lydia Collins
Finance Director

Date



November 11, 2020

Finance Committee
City of Manor
P.O. Box 387
Manor, Texas 78653

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the accounting assistance services we will provide for the City of Manor, Texas (the City) for the year ended September 30, 2020.

We will perform the following services:

1. We will instruct your accounting staff in the proper maintenance of the City's books and records.
2. We will assist your accounting staff at year end to prepare the GASB 34 entries and the related schedules.
3. We will assist your accounting staff at year end to prepare the GASB 68 entries and the related schedules.
4. We will assist your accounting staff at year end to prepare the GASB 75 entries and the related schedules.

We may advise you about appropriate accounting principles and their application, but the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. Also, as part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities. This includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements; as well as identifying and ensuring that the City complies with the laws and regulations applicable to its activities. We will have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may have occurred. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. We will also report to the appropriate level of management any evidence or information that comes to our attention regarding illegal acts that may have occurred, unless they are clearly inconsequential. By your signature below, you understand and agree that you are responsible for preventing and detecting fraud.

Our fee for this work will be at our regular hourly rates for the individuals involved plus out-of-pocket expenses, estimated to be \$7,350. Payment for services is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. The total fees and costs for your accounting services may exceed any estimates given to you. It is not possible to know in advance what the total fees and costs will be, because much of the work to be performed may be contingent on the activities of others and circumstances over which we have no control. From time to time, you may ask us to estimate what a specific portion, or the entirety, of the services will cost. To aid you in planning, we will attempt to assist you by providing estimates. You understand that all such estimates are approximations based on our experience as accountants, and they are not and should not be taken as promises or guarantees.

It is our policy to keep records related to this engagement for seven years. However, Atchley & Associates, LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Atchley & Associates, LLP shall be free to destroy our records related to this engagement.

The City and the Firm agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by the Firm or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. The Firm's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to the Firm for the services rendered under this arrangement letter.

Indemnification is intended to protect the Firm and its principals and employees against being named in any lawsuit arising from this engagement as a result of having completed this engagement. You shall indemnify the Firm and its principals and employees and hold us harmless from all claims, liabilities, losses, and counsel fees and expenses unless it shall have been determined by a court of competent jurisdiction that we have acted negligently in the performance of the work covered by our engagement. In no event shall the Firm and its principals and employees be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

If a dispute arises out of or relates to this contract or engagement letter, or the obligations of the parties therein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation using the Commercial Mediation Rules of the American Arbitration Association (AAA) before resorting to arbitration, litigation, or some other dispute resolution procedure. Thereafter, any unresolved controversy or claim arising from or relating to this contract or the obligations of the parties hereunder shall be settled by arbitration administered using the American Arbitration Association or another mutually agreeable arbitration service using the AAA Arbitration Rules for Professional Accounting and Related Services Disputes and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

We appreciate your confidence in our firm by retaining us as your certified public accountants and shall be pleased to discuss this letter with you at any time.

If this letter correctly expresses your understanding, please sign a copy of this letter in the space provided, and return it to us.



Atchley & Associates, LLP

Confirmed on behalf of the City of Manor, Texas:

Thomas M. Bolt
City Manager

Date

Lydia Collins
Finance Director

Date



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the Purchase Contract with David Rice for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 25' wastewater easement and 25' temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. The City is agreeing to \$8,520 monetary compensation for the easements.

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

LEGAL REVIEW: No
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- *Purchase Contract*

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the purchase contract with David Rice for a wastewater easement with temporary construction easement.

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

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

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

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

TOTAL PRICE: \$7,100.00 shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained. **TOTAL PRICE** paid will be increased by 20% if the signed Purchase Contract is received on or before November 25, 2020.

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

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

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

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

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

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

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

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

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

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

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

Date: _____

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

SELLERS:

Date: 11-23-2020

By:  _____
David Rice

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 5
TCAD No.: 236976

JOINDER BY TENANT

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

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

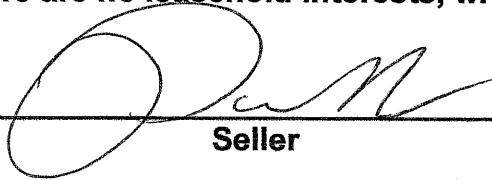
By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

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



Seller

11-23-2020

Date

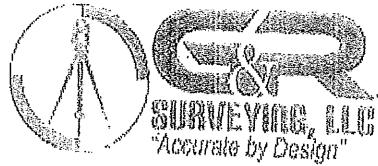


EXHIBIT "A"
Page 1 of 3

0.454 ACRE WASTEWATER EASEMENT
0.436 ACRE TEMPORARY CONSTRUCTION EASEMENT
DAVID RICE

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 5.565 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DAVID RICE IN DOCUMENT NO. 2013207877, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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

BEGINNING at a 1/2" iron rod found in the northerly line of a 62.8431 acre tract described in a deed of record to Jefferson Triangle Marine, L.P. in Document No. 2008096315, Official Public Records of Travis County, Texas, at the southwesterly corner of said 5.565 Acre Tract, same being the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, for the southwesterly corner of the herein described tract;

THENCE N27°09'16"E, with the westerly line of said 5.565 Acre Tract, being in part the easterly line of said 1.00 Acre Tract, and in part the easterly line of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, passing at a distance of 208.71 feet, a 1/2" iron rod found at the common easterly corner of said 1.00 Acre Tract and said 4.382 Acre Tract, and continuing for a total distance of 531.42 feet to a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of said 5.565 Acre Tract and said 4.382 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE N85°56'58"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 5.565 Acre Tract, a distance of 274.90 feet to a calculated point, for the northeasterly corner of the herein described tract;

THENCE over and across said 5.565 Acre Tract, the following three (3) courses:

1. S01°41'34"W, a distance of 25.13 feet to a calculated point;
2. S85°56'58"W, a distance of 258.30 feet to a calculated point;
3. S27°09'16"W, a distance of 517.28 feet to a calculated point in the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE N62°57'59"W, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of **0.454 ACRES OF LAND MORE OR LESS.**

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



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

COMMENCING at a 1/2" iron rod found in the northerly line of a 62.8431 acre tract described in a deed of record to Jefferson Triangle Marine, L.P. in Document No. 2008096315, Official Public Records of Travis County, Texas, at the southwesterly corner of said 5.565 Acre Tract, same being the southeasterly corner of a 1.00 acre tract described in a deed of record to Francisco Ruiz and Sindy Silva in Document No. 2018009520, Official Public Records of Travis County, Texas, from which a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the northwesterly corner of said 5.565 Acre Tract, same being the northeasterly corner of a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears N27°09'16"E, a distance of 531.42 feet;

THENCE S62°57'59"E, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 25.00 feet to a calculated point, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

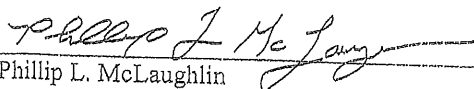
THENCE over and across said 5.565 Acre Tract, the following five (5) courses:

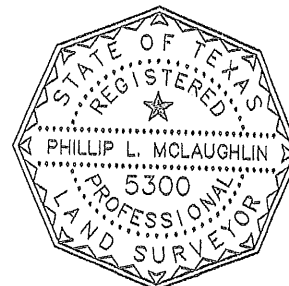
1. N27°09'16"E, a distance of 517.28 feet to a calculated point, for the northwesterly corner of the herein described tract;
2. N85°56'58"E, a distance of 258.30 feet to a calculated point, for the northeasterly corner of the herein described tract;
3. S01°41'34"W, a distance of 25.13 feet to a calculated point;
4. S85°56'58"W, a distance of 241.70 feet to a calculated point;
5. S27°09'16"W, a distance of 503.14 feet to a calculated point the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE N62°57'59"W, with the northerly line of said 62.8431 Acre Tract and the southerly line of said 5.565 Acre Tract, a distance of 25.00 feet to the **POINT OF BEGINNING**, containing an area of 0.436 ACRES OF LAND MORE OR LESS.

Attachments: 11820_GR-WW-BSMT5-EX

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


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



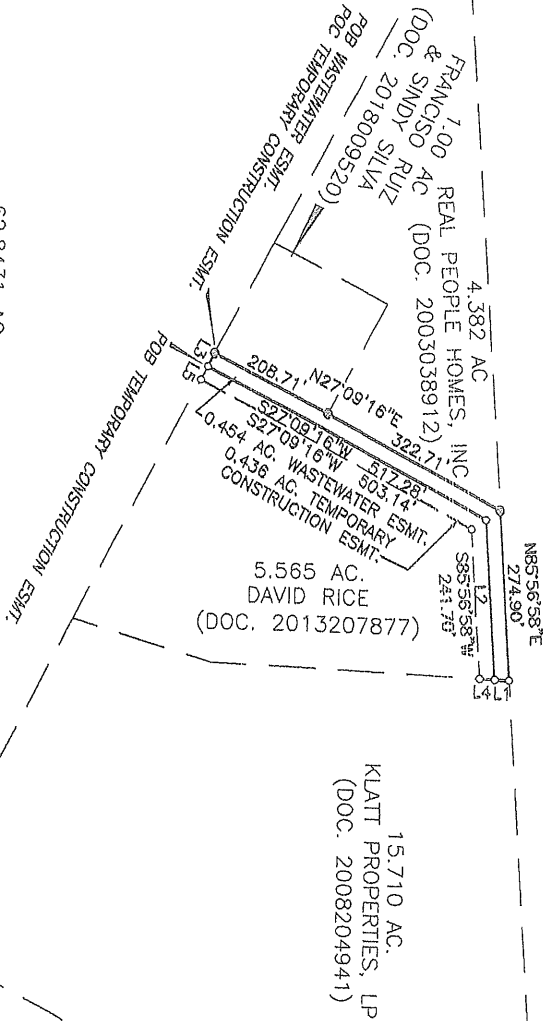
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 o Fax (512)836-8385

52.7158 AC
TERRELL, TIMMERMAN
(DOC. 2011144639)

EXHIBIT "A"
Page 3 of 3

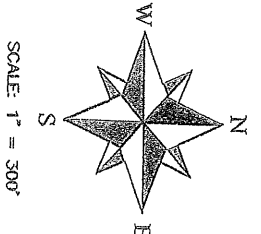
LINE	BEARING	DISTANCE
L1	S01°41'34"W	25.13'
L2	S85°56'58"W	258.30'
L3	N62°57'39"W	25.00'
L4	S01°41'34"W	25.13'
L5	N62°57'39"W	25.00'

62.8431 AC
JEFFERSON TRIANGLE MARINE, L.P.
(DOC. 2008096315)



REMAINDER OF 180.83 AC
ALMA JUANITA MEIER, ET AL
(VOL. 11376, PG. 676)

- LEGEND**
- ⊙ TYPE 1 TYPED MONUMENT FOUND
 - ⊙ TYPE 2 TYPED MONUMENT FOUND
 - ⊙ 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ⊙ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
 - ⊙ IRON PIPE FOUND
 - ⊙ MAIL FOUND (TYPE NOTED)
 - CALCULATED POINT



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT5-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	1
	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\118280_GR-EASEMENT-BASE
DATE: AUGUST 1, 2018

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 164, BEING PORTIONS OF A 5.565 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DAVID RICE IN DOCUMENT NO. 2013207877, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8333
FIRM NO. 10032000

WASTEWATER EASEMENT

EXHIBIT "B"
Page 1 of 4

DATE: _____, 2020

GRANTOR: David Rice

GRANTOR'S MAILING ADDRESS (including County):
14215 East US Highway 290, Manor, Travis County, Texas 78653-4512

GRANTEE: CITY OF MANOR

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

LIENHOLDER: _____

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

PROPERTY:

A twenty-five foot (25') wide wastewater easement, containing 0.454 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

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

TEMPORARY CONSTRUCTION EASEMENT

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

A twenty-five foot (25') wide temporary work and construction easement, containing 0.436 acres, more or less, located in Travis County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

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

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

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

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

GRANTOR:

EXHIBIT "B"
Page 3 of 4

David Rice

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020,
by David Rice for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 5
TCAD No.: 236976

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

CONSENT OF LIENHOLDER

EXHIBIT "B"
Page 4 of 4

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust, filed and recorded November 19, 2013, in Document No. 2013207874 of the Official Public Records of Travis County, Texas, affected by Assignment of Note and Transfer of Lien filed and recorded December 9, 2014, in Document No. 2014183091 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

By: _____
Ronald P. White

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on _____, 2020, by Ronald P. White for the purposes recited herein

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 5
TCAD No.: 236976

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 25' wastewater easement and 25' temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. The City is agreeing to the following provisions in-lieu of monetary compensation for the easements.

- Installation of two wastewater pressure services
- Two tap fees valued at \$750 each
- Impact Fees for 5 LUE's valued at \$3,200
- Commitment to reserve 20 LUE capacity for the property

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

LEGAL REVIEW: No
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- *Purchase Contract*

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the purchase contract with Klatt Properties, LLC for a wastewater easement with temporary construction easement.

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

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

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

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

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

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

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

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

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

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

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

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

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

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

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

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

Date: _____

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

SELLERS:

**Klatt Properties, LLC
a Texas limited liability company,
formerly known as Klatt Properties, LP,
a Texas limited partnership**

Date: 11-23-2020

By: Ronnie Klatt
Ronnie Klatt, Manager

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 6
TCAD No.: 236977

JOINDER BY TENANT

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

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

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

Ronnie Klatt
Seller

11-23-2020
Date



EXHIBIT "A"

Page 1 of 3

0.563 ACRE WASTEWATER EASEMENT
 0.556 ACRE TEMPORARY CONSTRUCTION EASEMENT
 KLATT PROPERTIES, LP

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 15.710 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO KLATT PROPERTIES, LP IN DOCUMENT NO. 2008204941, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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

BEGINNING at a calculated point in the southerly line of U.S. Highway 290 (R.O.W. varies) at the northeasterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, for the northwesterly corner of said 15.710 Acre Tract and the herein described tract, from which a 1/2" iron rod found in the southerly line of said U.S. Highway 290, at the common northerly corner of said 5.565 acre tract and a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears S85°56'58"W, a distance of 274.90 feet;

THENCE N85°56'58"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 15.710 Acre Tract, a distance of 988.17 feet to a calculated point at the northwesterly corner of a 20.235 acre tract described in a deed of record to Hester Real Estate Investments #5, LLC in Document No. 2018038170, Official Public Records of Travis County, Texas, for the northeasterly corner of said 15.710 Acre Tract and the herein described tract, from which an iron rod with B&G Cap found, bears N06°43'28"W, a distance of 2.83 feet;

THENCE S27°25'11"W, with the common line of said 15.710 Acre Tract and said 20.235 Acre Tract, passing at a distance of 1.89 feet, an iron rod with RPLS 3910 Cap found, and continuing for a total distance of 29.31 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE S85°56'58"W, over and across said 15.710 Acre Tract, a distance of 975.39 feet to a calculated point in the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N01°41'34"E, with the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, a distance of 25.13 feet to the **POINT OF BEGINNING**, containing an area of **0.563 ACRES OF LAND MORE OR LESS.**

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

Page 1 of 2



EXHIBIT "A"

Page 2 of 3

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

COMMENCING at a calculated point in the southerly line of U.S. Highway 290 (R.O.W. varies) at the northeasterly corner of a 5.565 acre tract described in a deed of record to David Rice in Document No. 2013207877, Official Public Records of Travis County, Texas, same being the northwesterly corner of said 15.710 Acre Tract, from which a 1/2" iron rod found in the southerly line of said U.S. Highway 290, at the common northerly corner of said 5.565 acre tract and a 4.382 acre tract described in a deed of record to Real People Homes, Inc. in Document No. 2003038912, Official Public Records of Travis County, Texas, bears S85°56'58"W, a distance of 274.90 feet, and also from which an iron rod with ATS Cap found in the southerly line of said U.S. Highway 290, at the northeasterly corner of Lot 1, Block A, The Trailer Man Subdivision, a subdivision of record in Document No. 201000164, Official Public Records of Travis County, Texas, same being an angle point in the northerly line of a 20.235 acre tract described in a deed of record to Hester Real Estate Investments #5, LLC, in Document No. 2018038170, Official Public Records of Travis County, Texas, bears N85°56'58"E, a distance of 1430.88 feet;

THENCE S01°41'34"W, with the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, a distance of 25.13 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE N85°56'58"E, over and across said 15.710 Acre Tract, a distance of 975.39 feet to a calculated point in the common line of said 15.710 Acre Tract and said a 20.235 Acre Tract, for the northeasterly corner of the herein described tract;

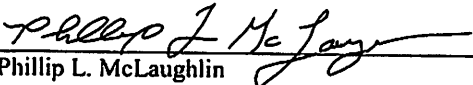
THENCE S27°25'11"W, with the common line of said 15.710 Acre Tract and said 20.235 Acre Tract, a distance of 29.31 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE S85°56'58"W, over and across said 15.710 Acre Tract, a distance of 962.60 feet to a calculated point in the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N01°41'34"E, with the common line of said 15.710 Acre Tract and said 5.565 Acre Tract, a distance of 25.13 feet to the **POINT OF BEGINNING**, containing an area of **0.556 ACRES OF LAND MORE OR LESS.**

Attachments: 11820_GR-WW- ESMT6-EX

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


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



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

EXHIBIT "A"
Page 3 of 3

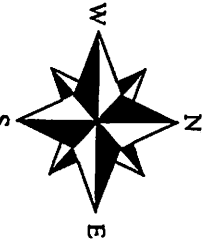
62.8431 AC
JEFFERSON TRIANGLE MARINE, L.P.
(DOC. 2008096315)

LINE	BEARING	DISTANCE
L1	S27°25'11"W	29.31'
L2	N01°41'34"E	25.13'
L3	S27°25'11"W	29.31'
L4	N01°41'34"E	25.13'

REMAINDER OF 180.83 AC
ALMA JUANITA MEIER, ET AL
(VOL. 11376, PG. 676)

KIMBRO ROAD

SCALE: 1" = 300'



- LEGEND**
- TYPE 1 TxDOT MONUMENT FOUND
 - TYPE 2 TxDOT MONUMENT FOUND
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
 - IRON PIPE FOUND
 - NAIL FOUND (TYPE NOTED)
 - CALCULATED POINT

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

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

KLATT PROPERTIES, LP
(DOC. 2008204941)

5.565 AC.
DAVID RICE
(DOC. 2013207877)

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

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

4.891 AC.
GRACE COVENANT CHRISTIAN
CENTER OF AUSTIN, INC
DOC. 201803414

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT6-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\118280_GR-EASEMENT-BASE
DATE: AUGUST 1, 2019

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 15.710 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO KLATT PROPERTIES, LP IN DOCUMENT NO. 2008204941, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 1003200

WASTEWATER EASEMENT

DATE: COPY , 2020

GRANTOR: **Klatt Properties, LLC, a Texas limited liability company**

GRANTOR'S MAILING ADDRESS (including County):
4503 River Wood Ct. , Austin, Travis County, Texas 78731

GRANTEE: **CITY OF MANOR**

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

LIENHOLDER: COPY

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

PROPERTY:

A twenty-five foot (25') wide wastewater easement, containing 0.563 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

COPY

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

TEMPORARY CONSTRUCTION EASEMENT

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

A twenty-five foot (25') wide temporary work and construction easement, containing 0.556 acres, more or less located in Travis County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

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

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

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

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

COPY GRANTOR:

KLATT PROPERTIES, LLC
a Texas limited liability company
formerly known as Klatt Properties, LP,
a Texas limited partnership

COPY

By: _____
Ronnie Klatt, Manager

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by Ronnie Klatt, Manager of Klatt Properties, LLC, a Texas limited liability company, in the
capacity and on behalf of said company, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

COPY

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COPY

COUNTY OF TRAVIS §

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

COPY

Notary Public, State of Texas

My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 6
TCAD No.: 236977

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

CONSENT OF LIENHOLDER

COPY

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

NAME OF LIENHOLDER:

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on _____, 201__, by _____ of _____, a _____, on behalf of said _____.

Notary Public - State of Texas

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 6
TCAD No.: 236977

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

EXHIBIT "C"

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

1. Two 2-inch (2") wastewater pressure services (including tap, lateral, gate valve and meter box at the easement line) will be installed by the City or its contractors as part of the Cottonwood Creek Wastewater Collection System Project at no cost to Owner at locations to be specified by Owner prior to commencement of construction of the project.
2. The wastewater connections have the following requirements:
 - a) Two tap fees valued at \$750 each, the impact fee for five (5) living unit equivalents (LUEs) valued at \$3,200 each and any other fees associated with the wastewater connections will be paid by the City in exchange for Owner granting the 0.563 acre Wastewater Easement and 0.556 acre temporary construction easement in lieu of monetary compensation. An LUE is equivalent to the utility use of a single-family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time. The Owner must complete a wastewater connection application and comply with all applicable City requirements when requesting establishment of a wastewater service account.
 - b) Owner must establish two City wastewater accounts and complete the wastewater connections within one (1) year from the date of execution of the Wastewater Easement.
 - c) Owner agrees to be annexed into the City of Manor at the time application for City wastewater services is submitted.
3. City agrees to provide a commitment to reserve an additional 20 Living Unit Equivalents (LUEs) of wastewater capacity to Owner's 15.71 acre property as more particularly described in Exhibits "C-1" and "C-2".
4. The City agrees to remove and replace the existing fencing located on the east and west property lines as may be necessary for the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any fencing removed during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
5. The tap fees, impact fees and any other fees associated with the two wastewater connections paid by the City as well as the reservation of 20 additional LUEs are given as consideration for conveying 0.563 acres of wastewater easement and 0.556 acres of temporary construction easement as described in Exhibit "A".
6. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survive the closing.

Project: Cottonwood Creek Wastewater Collection System Improvements
 Parcel No.: 6 - Klatt Properties, LLC
 TCAD No.: 236977



EXHIBIT "C-1"

Page 1 of 2

October 28, 2020

Klatt Properties, LLC
Attn: Ronnie Klatt
4503 River Wood Ct.
Austin, Texas 78731

Re: City of Manor Cottonwood Creek Wastewater Collection System
15.71 Acres Served by Cottonwood Creek Wastewater Collection System

Dear Mr. Klatt:

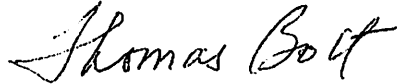
This letter is a commitment by the City of Manor to provide up to a maximum of 20 LUEs (living unit equivalents) of wastewater service capacity to your property comprised of 15.71 acres as identified on the attached Exhibit "C-2" located at 14411 East US 290, Manor, Texas in exchange for your granting a 0.563 acre Wastewater Easement and 0.556 acre Temporary Construction Easement. The 0.563 acre Wastewater Easement and 0.556 acre Temporary Construction Easement are more fully described in the attached Exhibit "A". The proposed 0.563 acre Wastewater Easement is for the purpose of constructing, maintaining and operating a 12-inch wastewater line which will be available to serve the aforementioned 15.71 acres.

The commitment for wastewater service will be available after construction of the 12-inch wastewater line for a period of 5 years from the date the City places the wastewater line in service. The initial term can be extended for an additional 5 years if written request is made to the City of Manor prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 20 living unit equivalents of wastewater service capacity for the 15.71 acre tract.

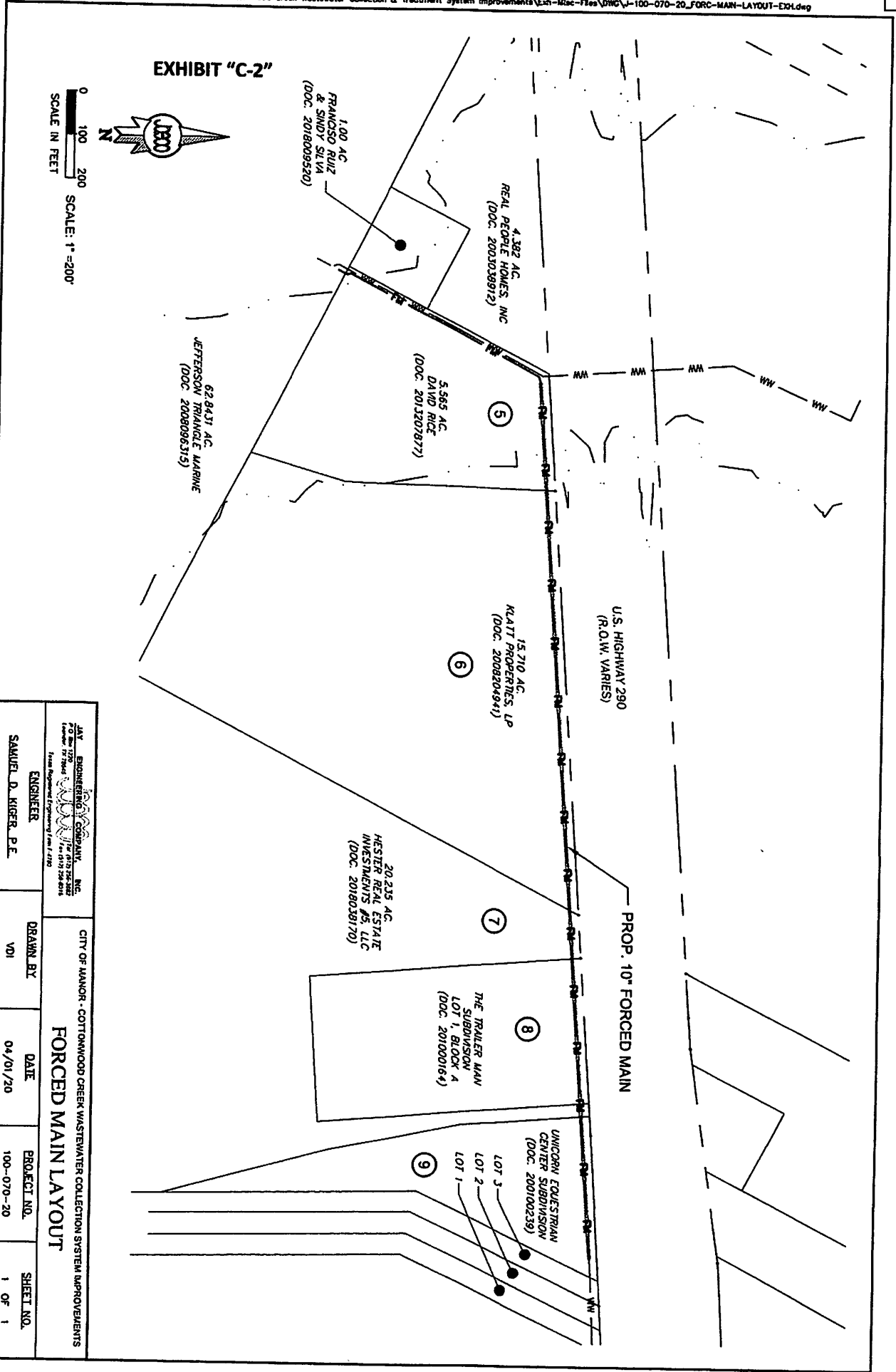
This provision of wastewater service is contingent upon payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, State, and City laws, Ordinances, policies, requirements and procedures. Klatt Properties, LLC will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development on the 15.71 acres. No further extensions of this service commitment will be granted under this agreement.

The commitment capacity is transferable to subsequent owners of the 15.71 acres provided notice of such transfer is provided to the City not less than thirty (30) days prior to any transfer of the property. The LUE capacity is not transferable to any other property. An LUE is equivalent to the utility use of a single-family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time.

Sincerely,



Thomas M. Bolt
City Manager



<p>ANY ENGINEERING COMPANY, INC. P.O. Box 77264 Houston, TX 77277 Professional Engineering Firm # 1710</p>		<p>CITY OF MANOR - COTTONWOOD CREEK WASTEWATER COLLECTION SYSTEM IMPROVEMENTS</p>	
<p>ENGINEER SAMUEL D. KIGER, P.E.</p>		<p>FORCED MAIN LAYOUT</p>	
<p>DRAWN BY VDI</p>		<p>DATE 04/01/20</p>	
<p>PROJECT NO. 100-070-20</p>		<p>SHEET NO. 1 OF 1</p>	



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 2, 2020
PREPARED BY: Dr. Larry Wallace Jr. Mayor
DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on City Council Committees Meetings.

BACKGROUND/SUMMARY:

With the increased demands on City Council with additional committees, strategic planning workshops, etc., there is need to establish a recurring calendar (battle rhythm) that minimizes time off from work requested by council members.

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

MAYOR'S RECOMMENDATION:

City Council to approve the 1st & 3rd Wednesday's (9-5pm) as Council Days to hold committees, workshops, etc., as approved and/or needed by the Mayor and City Manager before presenting alternative dates to council for approval.

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