



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

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## City Council Regular Meeting

Wednesday, April 20, 2022 at 7:00 PM

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

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### AGENDA

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**A. Declaring Friday, April 22, 2022, as “Earth Day”**

**PUBLIC COMMENTS**

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

**EXECUTIVE SESSION**

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

- Section 551.074 (Personnel Matters) to interview and consider the appointment of an applicant to the position of City Manager; and
- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Butler FM 973/Hwy 290 mixed use development

**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.

**PUBLIC HEARINGS**

- 1. Conduct a public hearing on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).**  
*Applicant: Wenkai Chen*  
*Owner: Wenkai Chen*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 2. Conduct a public hearing on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**  
*Applicant: Duque States, LLC*  
*Owner: Duque States, LLC*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 3. Conduct a public hearing on an ordinance 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).**  
*Applicant: BGE, Inc.*  
*Owner: Lane Ave Development, LLC*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 4. Conduct a public hearing on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).**  
*Applicant: SEC Planning, LLC*  
*Owner: Manor 290 OZ Real Estate, LP*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 5. Conduct a public hearing on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**  
*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP*  
*Owner: Dwyer Realty Companies*  
*Submitted by: Scott Dunlop, Interim City Manager*

- 6. Conduct a public hearing on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).**  
*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP*  
*Owner: Edward Butler*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 7. Conduct a public hearing on a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.**  
*Applicant: JAB Engineering, LLC*  
*Owner: Platinum 973, LLC*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 8. Conduct a public hearing on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.**  
*Applicant: Carlson, Brigance & Doering, Inc.*  
*Owner: KB Home Lone Star, Inc.*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 9. Conduct a public hearing on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 10. Conduct a public hearing on an ordinance annexing 11.408 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner; approving an agreement for the provision of services for the annexed area and providing for other related matters.**  
*Submitted by: Scott Dunlop, Interim City Manager*

## CONSENT AGENDA

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

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

- **April 6, 2022, City Council Workshop – Charter Review; and**
- **April 6, 2022, City Council Regular Meeting**

**12. Consideration, discussion, and possible action on the acceptance of the March 2022 Departmental Reports.**

*Submitted by: Scott Dunlop, Interim City Manager*

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

**REGULAR AGENDA**

**13. Consideration, discussion, and possible action on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).**

*Applicant: Wenkai Chen*

*Owner: Wenkai Chen*

*Submitted by: Scott Dunlop, Interim City Manager*

**14. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**

*Applicant: Duque States, LLC*

*Owner: Duque States, LLC*

*Submitted by: Scott Dunlop, Interim City Manager*

**15. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).**

*Applicant: BGE, Inc.*

*Owner: Lane Ave Development, LLC*

*Submitted by: Scott Dunlop, Interim City Manager*

- 16. First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).  
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*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP*  
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- 19. Consideration, discussion, and possible action a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.**  
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*Owner: KB Home Lone Star, Inc.*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 21. First Reading:** Consideration, discussion, and possible action on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.  
*Submitted by: Scott Dunlop, Interim City Manager*

- 22. First Reading: Consideration, discussion, and possible action on an ordinance annexing 11.408 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner; approving an agreement for the provision of services for the annexed area and providing for other related matters.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 23. Consideration, discussion and possible action on the Development Agreement establishing development standards for Monarch Ranch Development.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 24. Consideration, discussion, and possible action on an award for Grant Writing Services Contract.**  
*Submitted by: Lydia Collins, Director of Finance*
- 25. Consideration, discussion, and possible action on an award of a lease contract for the funding of City vehicles.**  
*submitted by: Lydia Collins, Director of Finance*
- 26. Consideration, discussion, and possible action on an ordinance approving the Proposed Amended Budget for Fiscal Year 2021-2022.**  
*Submitted by: Lydia Collins, Director of Finance*
- 27. Consideration, discussion, and possible action on an ordinance for the purpose of amending Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the New Rules of Procedure; and Providing for Related Matters.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*
- 28. Consideration, discussion, and possible action on an ordinance Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments applicable to Advisory Committees; and Providing for Related Matters.**  
*submitted by: Lluvia T. Almaraz, City Secretary*

## 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: Thursday, April 14, 2022, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

### **NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

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



## PROCLAMATION

**WHEREAS**, the first Earth Day was proclaimed in 1970 in order to educate people on responsible environmental stewardship, protect the environment and conserve resources; and

**WHEREAS**, the global theme for Earth Day 2022 is *“Invest in Our Planet”*, is focused on accelerating solutions to combat our greatest threat, climate change, and to activate everyone – governments, citizens, and businesses – to do their part. Everyone accounted for, and everyone accountable; and

**WHEREAS**, this annual celebration is a reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts for current and future generations; and

**WHEREAS**, everyone must step forward and take action to create a positive environmental change to combat the global challenges; and

**WHEREAS**, the city celebrates and supports Earth Day by implementing a variety of activities to engage our community’s awareness and participation to restore our planet.

**NOW THEREFORE**, I, Dr. Christopher Harvey., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Friday, April 22, 2022, as:

### *“Earth Day”*

in the City of Manor, Texas, and invite and encourage our community and businesses to use this day to celebrate the Earth and to commit to creating a cleaner and healthier environment for a better quality of life for current and future generations by planting trees, gardening, picking up litter, recycling, and conserving energy and water.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 20<sup>th</sup> day of April 2022.

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Dr. Christopher Harvey., Mayor  
City of Manor





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**Conduct a public hearing on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).**

*Applicant: Wenkai Chen*

*Owner: Wenkai Chen*

**BACKGROUND/SUMMARY:**

This property is located at the intersection of N. Caldwell St and W. Lane Ave, and it takes access from those two streets. It is located behind the Chamber of Commerce and other business on W. Murry Ave that are zoned C-1 and across W. Lane Ave from 709 N. Lexington (Bloor House) which is zoned NB. The properties to the east and west are zoned SF-1 Single Family. Typically, commercial zoning, C-1 or NB, is promoted along properties that directly access from Murray or Lexington as those are main roads and TxDOT ROW. This request would bring commercial zoning more into the residential neighborhood that directly abuts those commercial rights-of-way. Non-residential zoning requests not along Murray, Lexington, or in the downtown area have typically not been supported

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

- Letter of Intent
- Ordinance
- Map
- Survey
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

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

# Letter of Intent

Item 1.

February 14, 2022

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

Re: **109 W Lane, Manor TX 78653 - Rezoning**

**Dear Mr. Dunlop,**

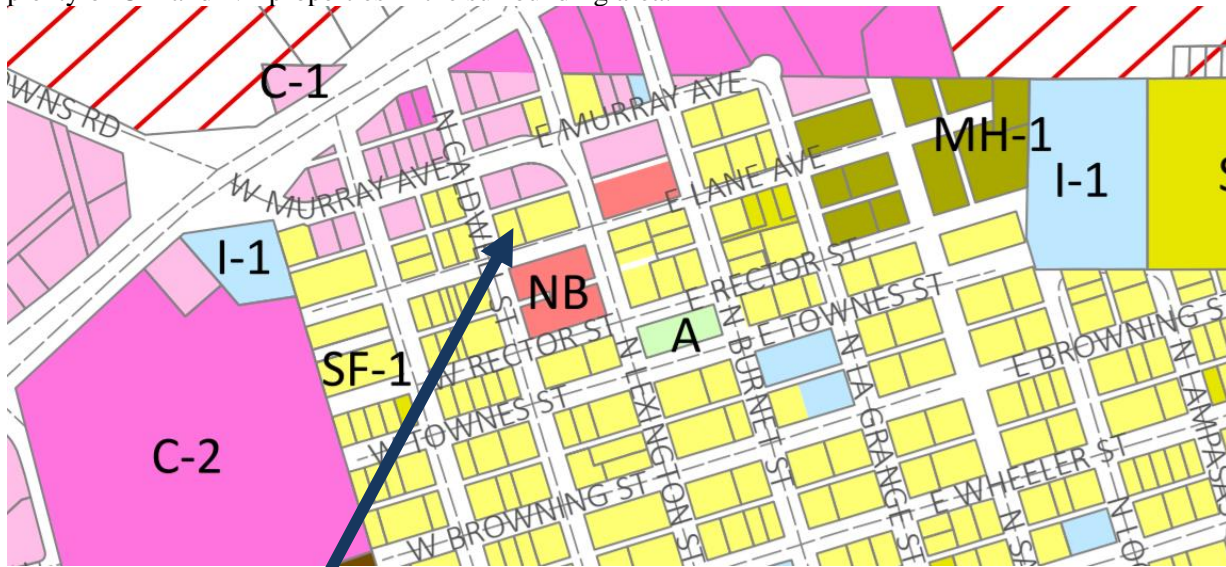
The subject property 109 W Lane, Manor TX 78653 is currently zoned as Single Family Residential (R-1). Requesting rezone the property to Neighborhood Business (NB).

### Physical and Natural Features:

The subject property is currently under remodel and expected to be completed in March 2022 as R-1. The property is a one story 1525 sqft single family residential with 3 bedrooms, 1 ADA accessible bathroom and three car parking spaces facing W Lane Ave. The lot size is 8625 sqft and locates at the intersection of W Lane Ave and N Caldwell St.

### Surrounding Properties:

The property is immediately adjacent with a C-1 property on north and a NB property on south. There are plenty of C-1 and NB properties in the surrounding area.



Subject Property: 109 W Lane, Manor TX 78653

### Proposed zoning:

We are requesting rezone the property to NB in support the growth of Manor TX.

Respectfully,

Wenkai Chen  
Owner of the property

**ORDINANCE NO.****AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO 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 Single Family Suburban (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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

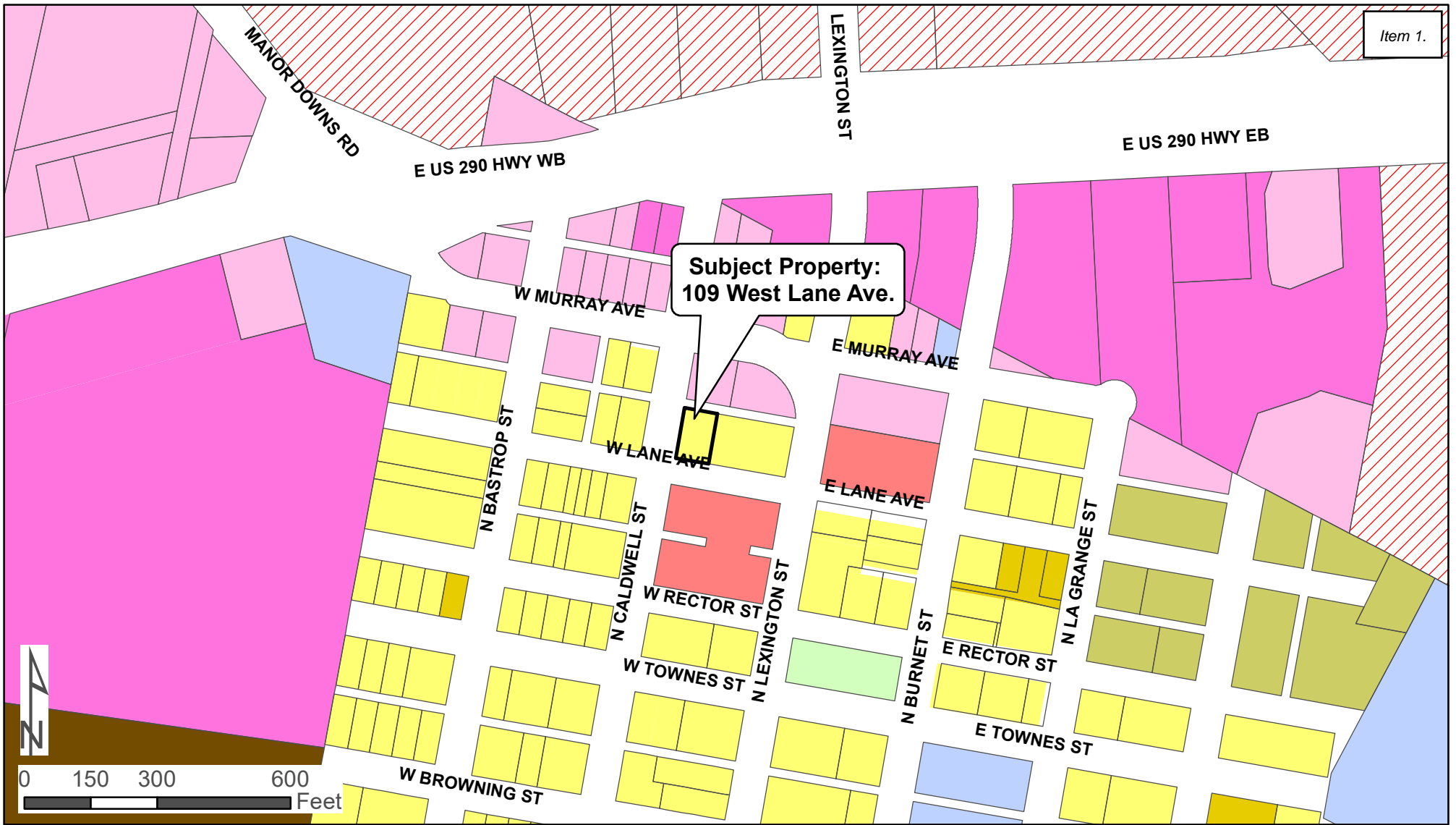
**ORDINANCE NO.**

**Page 3**

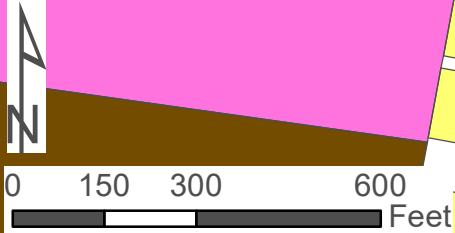
**EXHIBIT "A"**

Property Address:  
109 West Lane Avenue, Manor, TX 78653

Property Legal Description:  
Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition























**Subject Property:  
109 West Lane Ave.**

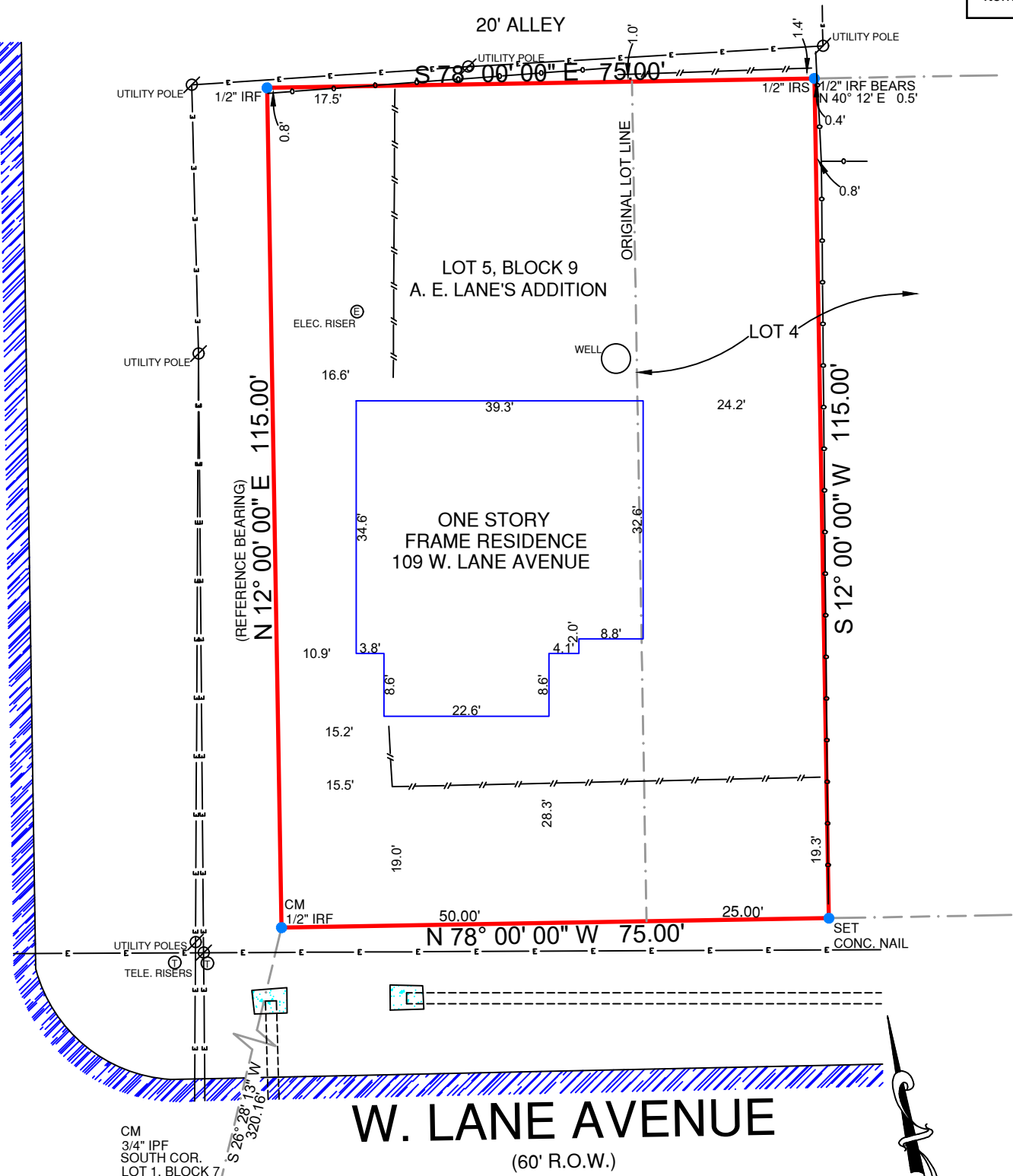


**Current:  
Single Family Suburban (SF-1)**

**Proposed:  
Neighborhood Business (NB)**

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

N. CALDWELL STREET  
(80' R.O.W.)



W. LANE AVENUE  
(60' R.O.W.)

**LEGEND:**

—x—x—	BARBWIRE FENCE	ASPHALT	
—o—o—	CHAINLINK FENCE	CONCRETE	
—□—□—	WROUGHT IRON FENCE	GRAVEL	
—//—//—	WOOD FENCE	TILE	
—v—v—	VINYL FENCE	WOOD	
—E—E—	ELECTRIC LINE	BRICK	
GM	GAS METER	STONE	
EM	ELECTRIC METER	(WOOD) RAILROAD TIE	
IPF	IRON PIPE FOUND		
IRS	IRON ROD SET WITH "PREMIER" CAP		
IRF	IRON ROD FOUND		
CM	CONTROLLING MONUMENT		

**NOTES:**  
BEARINGS ARE BASED ON THE RECORDED PLAT.



**LEGAL DESCRIPTION:**  
BEING LOT 5 AND THE WEST 1/2 OF LOT 4, BLOCK 9, A.E. LANE'S ADDITION, AN ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 223, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

**SURVEYOR'S CERTIFICATION:**  
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY A TITLE COMPANY. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY SHOWN HEREON THAT ONLY A PROPER TITLE SEARCH WOULD REVEAL. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

**FLOOD INFORMATION:**  
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48453C0485 J, DATED AUGUST 18, 2014.

DATE: 12/21/20      JOB NO.: 20-09856  
FIELD: 12/16/20

109 W. LANE AVENUE, MANOR, TX 78653



Robert T. Paul, Jr.  
Registered Professional Land Surveyor

**Premier Surveying LLC**  
5700 W. Plano Parkway  
Suite 1200  
Plano, Texas 75093  
972-612-3601 (O) | 855-892-0468 (F)  
www.premiersurveying.com  
premierorders@premiersurveying.com

DATE: \_\_\_\_\_  
ACCEPTED BY: \_\_\_\_\_  
\_\_\_\_\_

**Premier Surveying LLC**  
5700 W. Plano Parkway  
Suite 1200  
Plano, Texas 75093  
Office: 972-612-3601  
Fax: 855-892-0468  
Firm Registration No. 10146200



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1414-ZO

Case Manager: Scott Dunlop

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

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 0.198 acres, more or less, and being located at 109 West Lane Avenue, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).**

***Applicant:* Wenkai Chen**

***Owner:* Wenkai Chen**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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



ELIZONDO ROLANDO  
54 REGINA DR  
TAYLOR , TX 76574-5222

NASH HIAWATH JR & RUBY M  
900 CALDWELL ST  
MANOR , TX 78653-3317

JONSE JOHN A & MAR  
DBA JONSE INSURANCE AGENCY  
14311 BOIS D ARC LN  
MANOR , TX 78653-3811

SALMELA PATRICIA  
101 W MURRAY ST  
MANOR , TX 78653-4141

JUAREZ MARIO  
3401 BRATTON RIDGE CROSSING  
AUSTIN, TX 78728-3677

BRYANT-WILLIAMS EVELYN MARIE &  
JAMES W WILLIAMS  
PO BOX 12  
MANOR , TX 78653-0012

WILLIAMS EARLENE  
809 CALDWELL ST  
MANOR , TX 78653-3318

GARCIA EDWARD  
PO BOX 452  
MANOR , TX 78653-0452

GOSEY BOBBY AND SHELDON LIVING  
TRUST  
7300 GILBERT RD  
MANOR, TX 78653-5083

LUNA BENITA GONZALEZ  
802 N BASTROP ST  
MANOR , TX 78653-5430

SEPECO  
PO BOX 170309  
AUSTIN , TX 78717-0019

TREJO GERARDO &  
JENNIFER I BARAHONA DE TREJO  
801 CALDWELL ST  
MANOR, TX 78653-3318

709 LEXINGTON LLC  
3571 FAR WEST BLVD #244  
AUSTIN, TX 78731-3064

LANE & RECTOR STREET  
PARTNERSHIP  
PO BOX 170309  
AUSTIN , TX 78717-0019

JACKSON BONNIE & VSYNTHIA  
%LENA MCCOY  
PO BOX 985  
MANOR , TX 78653-0985

SHAW HUGHIE L & RUBY L  
703 CALDWELL ST  
MANOR , TX 78653-3356



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

*Applicant: Duque States, LLC*

*Owner: Duque States, LLC*

**BACKGROUND/SUMMARY:**

This property was annexed in 2017 and received the default zoning of Agricultural (A) when the annexation was approved. The owner is requesting C-2 Medium Commercial which most of the commercial property along US 290 are zoned.

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

- Map
- Ordinance
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

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

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

**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 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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

Property Address:  
15001 US Hwy 290 East, Manor, TX 78653

Property Legal Description:

**10.945 ACRES**

These notes describe that certain tract of land located in the **A. C. CALDWELL SURVEY, ABSTRACT NO. 154** situated in Travis County, Texas; said tract being a part of and out of a called "31.08 Acres" conveyed in a Warranty Deed from James V. Webb, et al to Eugene Juby, et ux dated 02-22-1982 and recorded in Volume 7689, Page 811 of the Deed Records of Travis County (DRTC) (title appears to now be vested in Shaunesse Louann Clark, independent executor of the estate of Frederick Eugene Juby, aka Gene Juby, deceased as trustee of the real estate testamentary trust created in the Last Will and Testament as recorded in Cause No. C-1-PB-19-000934, Probate Court No. 1, Travis County, Texas); subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 27, 2019 and being more fully described as follows:

**COMMENCING** at a found broken Texas Department of Transportation concrete monument being in the South right of way line of US Hwy 290 at station 382+05.28 (North = 10,102,877.330 feet, East = 3,196,156.152 feet) from which a found 3/4" iron pipe at the apparent Northeast corner of said "31.08 Acres" bears North 86° 50' 03" East a distance of 427.16 feet, same being the Northeast corner of a called "15.234 Acre" (Exhibit B) described in a Revocation of Special Warranty Deed from AAA Storage Hwy 290, LLC to JM Assets, LP dated 02-09-2017 and recorded in Document No. 2017023375, Official Public Records of Travis County (OPRTC); **THENCE South 86° 43' 52" West** along said right of way of US Hwy 290, also being the North line of said "15.234 Acres", passing a point for the Northeast corner of a called "5.091 Acres" (Exhibit A) described in a Revocation of Special Warranty Deed from AAA Storage Hwy 290, LLC to JM Assets, LP dated 02-09-2017 and recorded in Document No. 2017023375, at 299.13 feet (from which a found "Mag" Nail lies 0.58 feet left as measured in a perpendicular fashion) and continuing a total distance of **753.59 feet** to a found "Mag" Nail in concrete at the Northwest corner of a called "5.0 Acres" conveyed in a General warranty Deed from Eugene Juby, et ux to Centex Materials, LLC dated 10-06-2005 and recorded in Document No. 2005187180, OPRTC, same being the **PLACE OF BEGINNING** of this description;

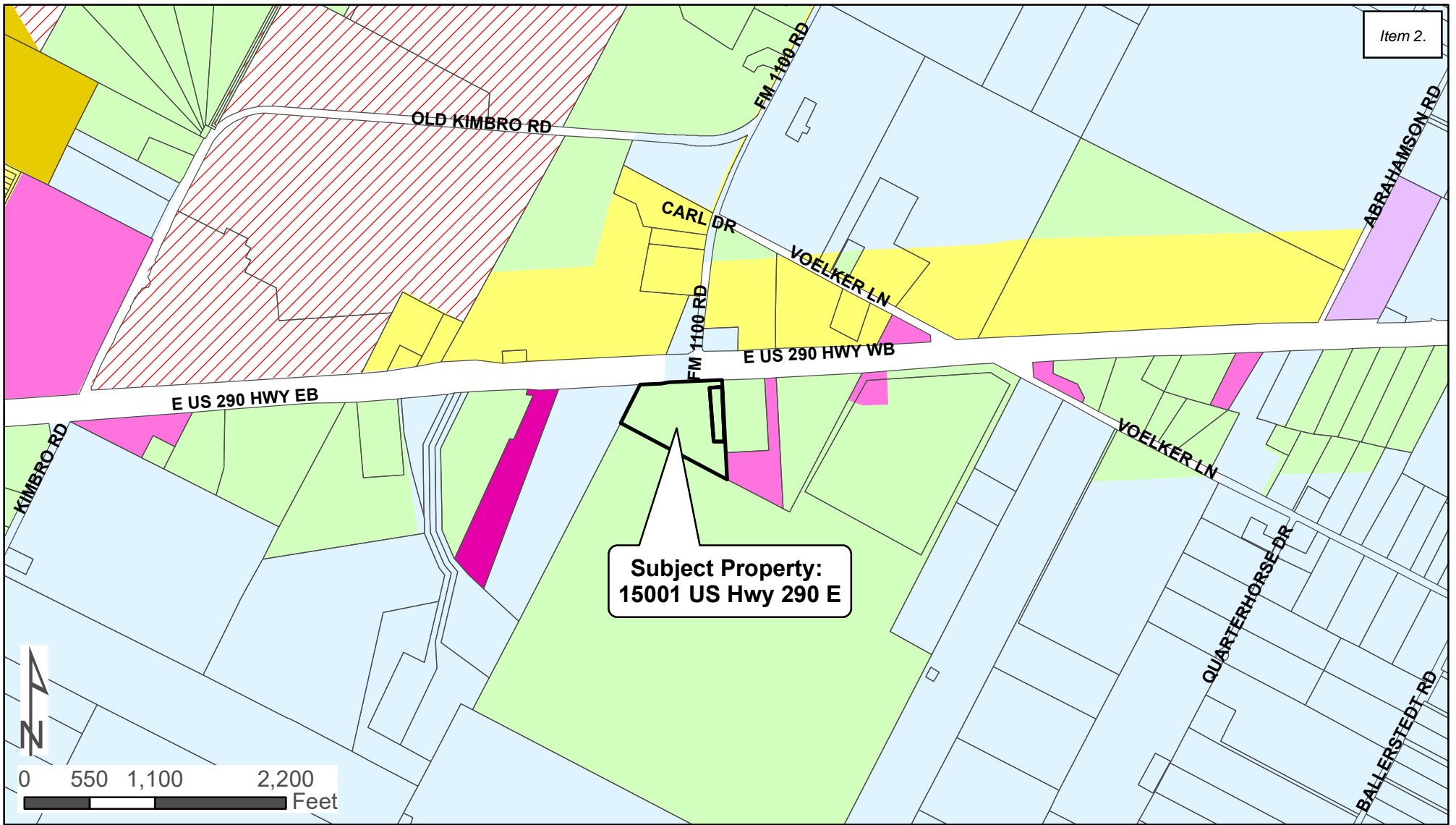
**THENCE South 03° 20' 05" East** with the West line of said "5.0 Acres", generally along a chain link fence, passing a point at the said "5.0 Acres" approximate Southwest corner (not found) at 605.8', same being an exterior corner of aforementioned "5.091 Acres" and "15.234 Acres", and continuing with the lower West line of said "5.091 Acres" and "15.234 Acres" for a total distance of **833.24 feet** to a found iron rod (aluminum cap) at the Southwest corner of both "5.091 Acres" and "15.234 Acres" in the North line of a called "242.07 Acres" conveyed in a Warranty Deed from Don A. Stewart, et ux to Capital Area Youth soccer Association dated 01-27-2000 and recorded in Document no. 2000012678, OPRTC, same being the South line of aforementioned "31.08 Acres";

**THENCE North 63° 22' 19" West** with the common line of said "31.08 Acres" and "242.07 Acres", generally along a barbed wire fence (mostly lying on ground) a distance of **1015.48 feet** to a found ½" iron rod (capped) at an exterior corner of said "242.07 Acres", same being the Westernmost corner of said "31.08 Acres" in the East line of a called "22.78 Acres" conveyed in a General Warranty Deed from Mahnaz Bahrami to Krantz Properties, LLC dated 09-16-2008 of record in Document no. 2008155343, OPRTC;

**THENCE North 26° 47' 08" East** with the common line of said "31.08 Acres" and "22.78 Acres", a distance of **362.68 feet** to a set ½" iron rod (capped Bryan Tech Services) in the aforementioned South right of way line of U. S. Highway 290 at the Northeast corner of said "22.78 Acres" and the Northwest corner of said "31.08 acres"; found a "Mag" Nail in a creosote fence post for reference bearing South 26° 47' 08" West a distance of 3.23 feet; also, a found ½" iron rod (capped) in said South right of way line of U. S. Highway 290 (TXDOT Station 359+06.12) bears South 86° 46' 31" West a distance of 847.46 feet;

**THENCE** with said South right of way line of U. S. Highway 290, same being the North line of said "31.08 Acres" the following calls:

- **North 86° 46' 31" East 152.32 feet** to a found broken Texas Department of Transportation concrete monument (TXDOT Station 369+05.51),
- **North 79° 06' 42" East 100.17 feet** to a found broken Texas Department of Transportation concrete monument (TXDOT Station 370+06.50) and
- **North 86° 43' 52" East 446.13 feet** to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 10.945 Acres.



**Subject Property:  
15001 US Hwy 290 E**



**Current:  
Agricultural (A)**

**Proposed:  
Medium Commercial (C-2)**

**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        |
| TF - Two Family               | C-1 - Light Commercial    | IN-2 - Heavy Industrial        |
| TH - Townhome                 | C-2 - Medium Commercial   | PUD - Planned Unit Development |
| MF-1 - Multi-Family 15        | C-3 - Heavy Commercial    | ETJ                            |
| MF-2 - Multi-Family 25        |                           |                                |



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1415-ZO

Case Manager: Scott Dunlop

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

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 10.945 acres, more or less, and being located at 15001 US Hwy 290 E, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**

***Applicant:* Duque States, LLC**

***Owner:* Duque States, LLC**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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



MB & MS Enterprises Inc  
PO Box 82653  
Austin TX 78708-2653

Krantz Properties LLC  
% Krantz Enterprises  
14807 US Highway 290 E  
Manor TX 78653-4513

Centex Materials LLC  
3019 Alvin Devane Blvd Ste 100  
Austin TX 78741-7419

JKR Realty Partners LLC  
11215 S IH 35 Ste 120  
Austin TX 78747-1864

DINH Chau & ANH Kim Pham  
1201 Porterfield Dr  
Austin TX 78753-1617

Ynacio & Rosa Tabarez  
1221 Meadgreen Dr  
Austin TX 78758-4712

Herbert Guy Purtle  
13105 FM 1100  
Manor TX 78653-4528

Terry Lee Schultz  
15201 Voelker Ln  
Manor TX 78653-4521



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).

*Applicant: BGE, Inc.*  
*Owner: Lane Ave Development, LLC*

**BACKGROUND/SUMMARY:**

These lots total up to about 6.5 acres and are mostly zoned MH-1 Manufactured Home with 1 block of C-1 Light Commercial and 1 block of SF-1 Single Family. Half the area does not have streets constructed within the ROW areas so those lots never had developed properties. The N. San Marcos ROW extends N-S through the property but there is no roadway constructed there currently, so the access to these lots would be from East Lane Ave and East Rector Street. There is a request before the City Council to purchase the ROW within the development area to make 1 contiguous tract to develop. Presently they are proposing 70 – 80 townhome units.

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

- Letter of Intent
- Ordinance
- Map
- Survey
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

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



February 24, 2022

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

Re: Rezoning Letter of Intent  
6.533 ac Manor Townhome Tracts  
East of the intersection of North La Grange and E. Lane Avenue, Manor, Texas

This letter of intent has been prepared on behalf of Mr. David Pikoff as a part of the Rezoning efforts for the Manor Townhome Tracts in Manor, Texas. The properties are comprised of total three tracts, totaling 6.533 acres and are currently zoned:

Single Family Suburban (SF-1),  
Light commercial (C-1), and  
Manufactured Home (MH-1)

*Please see attached exhibits for current zoning designations and Boundary survey.*

As a part of the proposed development, the Tracts will need to be rezoned to Townhome (TH) with maximum allowed 12 units/acre. This development is located within “Old Manor” and would promote the growth of Manor and revitalization of a currently under-utilized section of an existing neighborhood. The project will provide a desirable location due to its proximity to the Manor Senior High School north of US Hwy 290, the Manor Excel High School south of the development and ease of access onto US Hwy 290. The proposed development will include the completion of roadway infrastructure within existing street right-of-way. The project will be developed in accordance with the City of Manor Code of Ordinances such that there are minimal impacts to the surrounding tracts.

Should you have any further inquiries about the intent of the development or impacts on the surrounding community, please feel free to contact me at (210)-581-3600 and [mjphillips@bgeinc.com](mailto:mjphillips@bgeinc.com).

Sincerely,

Mary Jane Phillips, P.E.  
Director  
BGE, Inc.  
TBPE Firm #F-1046

# Legend

## Zoning Class

	A	Agricultural
	SF-E	Single Family Estate
	SF-1	Single Family Suburban
	SF-2	Single Family Standard
	TF	Two-Family Residential
	TH	Townhome
	MF-1	Multi-Family 15
	MF-2	Multi-Family 25
	MH-1	Manufactured Home
	MH-2	Manufactured Home Park
	OS	Open Space
	I-1	Institutional-Small
	I-2	Institutional-Large
	GO	General Office
	C-1	Light Commercial
	C-2	Medium Commercial
	C-3	Heavy Commercial
	IN-1	Light Industrial
	IN-2	Heavy Industrial
	NB	Neighborhood Business
	DB	Downtown Business
	PUD	Planned Unit Development
		City Limits
		E.T.J.
		Future Annexation Per Development Agreement



Downtown Area

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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS,  
AMENDING THE ZONING ORDINANCE BY REZONING A  
PARCEL OF LAND FROM MANUFACTURED HOME (MH-1),  
LIGHT COMMERCIAL (C-1), AND SINGLE FAMILY  
SUBURBAN (SF-1) TO TOWNHOME (TH); MAKING FINDINGS  
OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to zoning district Townhome (TH). The Property is accordingly hereby rezoned to Townhome (TH).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 4<sup>th</sup> day of May 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

## Property Legal Description:

Lots 6 – 10, Block 15, Town of Manor  
 Lots 1 – 10, Block 17, Town of Manor  
 Lots 1 – 10, Block 18, Town of Manor  
 Lots 1 – 10, Block 19, Town of Manor  
 Lots 1 – 5, Block 20, Town of Manor  
 Lots 1 – 5, Block 74, Town of Manor

And

**0.397 ACRES**

**JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546  
 TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.397 ACRES (APPROXIMATELY 17,274 SQ. FT.) OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 0.40 ACRE TRACT OF LAND CONVEYED TO LANE AVE DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED, DATED NOVEMBER 12, 2021, RECORDED IN DOCUMENT NO. 2021250846 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND DESCRIBED IN VOLUME 8702, PAGE 813 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.397 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with "Chaparral" cap set in the northwest right-of-way line of a 17' wide alley, a public right-of-way dedicated to the City of Manor by plat recorded for A.E. Lane's Addition, a subdivision of record in Volume 2, Page 223 of the Plat Records of Travis County, Texas, for the northeast corner of said 0.40 acre tract and hereof, same being a point in the southwest line of the remainder of a called 58.134 acre tract of land conveyed to Austin Manor Investments in Volume 8623, Page 931 of the Real Property Records of Travis County, Texas, from which a 1/2" rebar found for the northwest corner of the Manor City Cemetery bears South 62°18'16" East a distance of 17.00 feet;

**THENCE South 27°12'37" West**, with the northwest right-of-way line of the alley, a distance of **139.00 feet** to a 1/2" rebar with "Chaparral" cap set for the southeast corner hereof, same being a northeast corner of Lot 7, Block 19, said A.E. Lane's Addition, from which a 1/2" rebar with "Chaparral" cap set for the southeast corner of Lot 10, said Block 19, bears South 27°12'37" West a distance of 208.91 feet;

**THENCE North 80°18'03" West**, with the northeast line of said Lot 7, a distance of **115.64 feet** to a cedar fence post found for the southwest corner hereof, same being an interior corner of Lot 7;

**THENCE North 27°18'09" East**, with the southeast lines of Lot 7 and Lot 6, Block 19, passing at a distance of 53.72 feet, the northeast corner of said Lot 6 and the southeast terminus of E. Lane Avenue, a 60' wide public right-of-way dedicated to the City of Manor by plat recorded for the Town of Manor, a subdivision of record in Book V, Page 796 of the Deed Records of Travis County, Texas, and continuing 62.36 feet, passing the northeast terminus of said E. Lane Avenue, same being the southeast corner of Lot 4, Block 20, A.E. Lane's Addition, and continuing 58.65 feet, for a total distance of **174.73 feet** to the northwest corner hereof, same being the northeast corner of Lot 5, said Block 20, from which a 1/2" rebar with "Waterloo" cap found for the southwest corner of said remainder tract of a called 58.134 acres and the southeast corner of Lot 7C2, Block A, Resubdivision of Lot 7B1, Amended Plat of Lots 7A and 7B, Resubdivision of Lot 7, Cottonwood Commercial South Section One and Lot 6B, Resubdivision of Lot 6, Cottonwood Commercial South Section One, a subdivision of record in Document No. 200900096 of the Official Public Records of Travis County, Texas, bears North 62°18'16" West a distance of 116.88 feet;

**THENCE South 62°18'16" East**, with the southwest line of the remainder tract of a called 58.134 acres, a distance of **110.00 feet** to the **POINT OF BEGINNING**, containing **0.397 acres** of land, more or less.

Surveyed on the ground February 8, 2022. Bearing basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User System (OPUS).

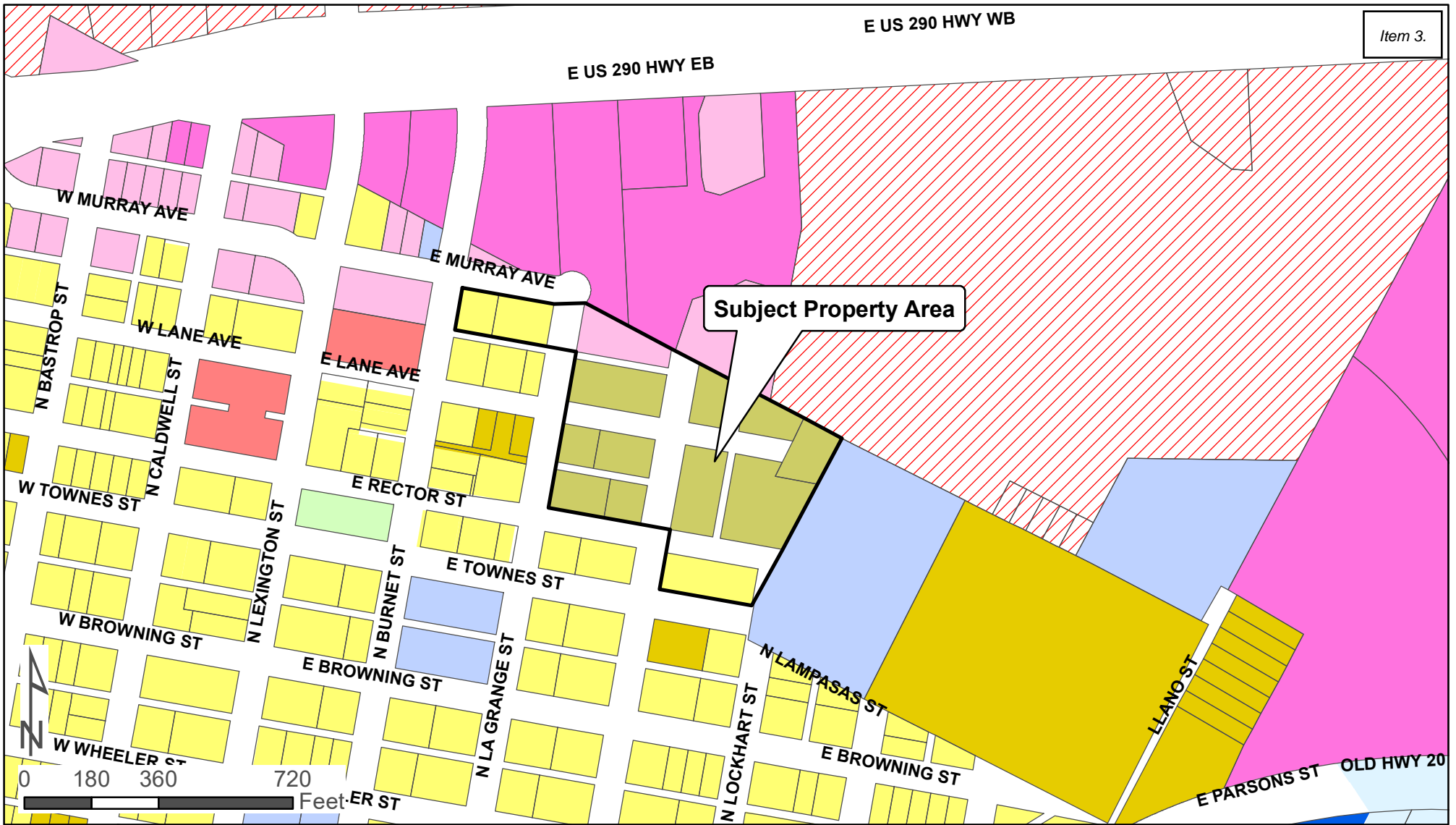
Attachments: 1890-001-BASE

*Paul J. Flugel 2-14-2022*

Paul J. Flugel  
 Registered Professional Land Surveyor  
 State of Texas No. 5096  
 T.B.P.L.S. Firm No. 10124500







Current:  
 Single Family Suburban (SF-1)  
 Light Commercial (C-1)  
 Manufactured Home (MH-1)

Proposed:  
 Townhome (TH)

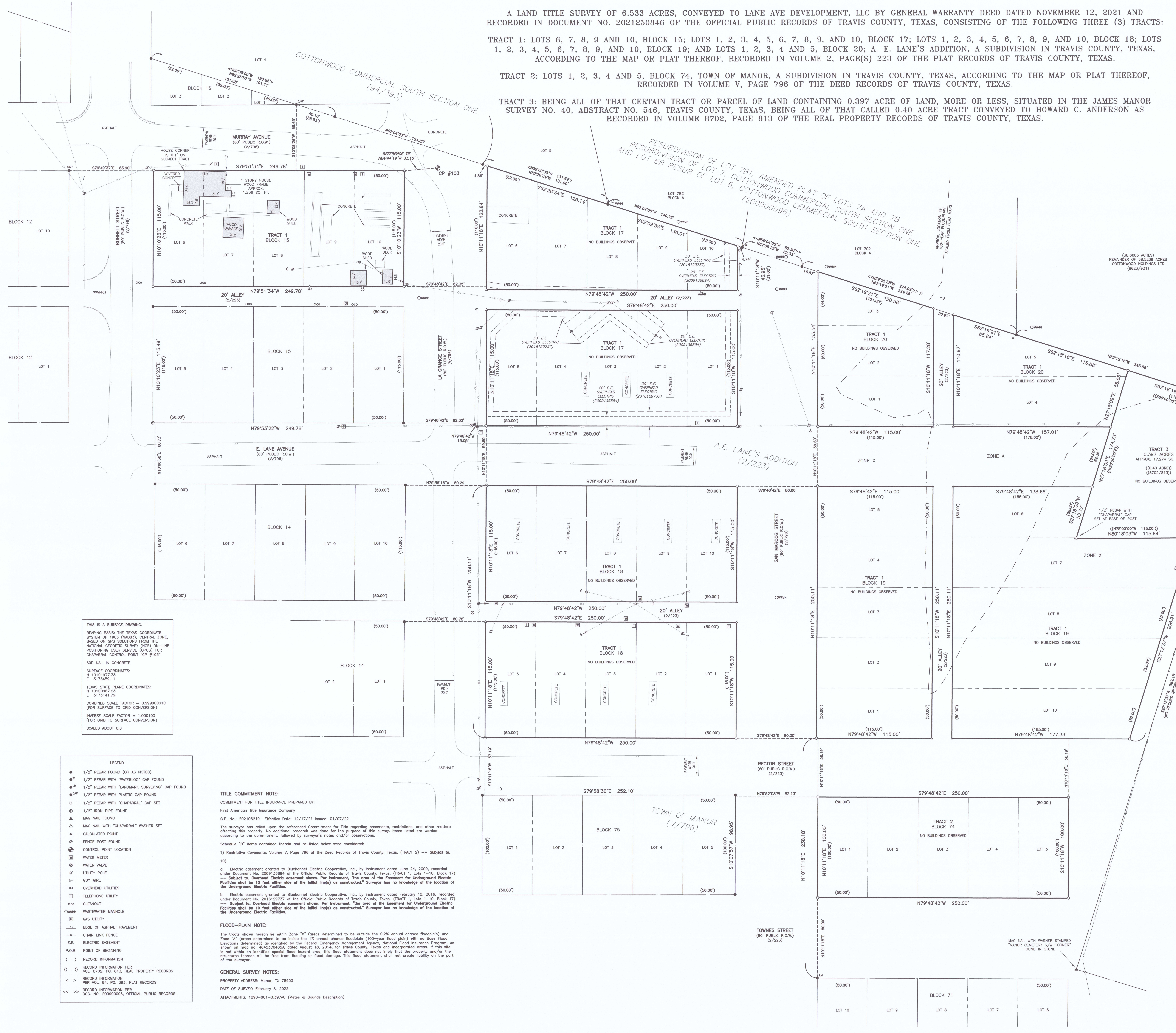
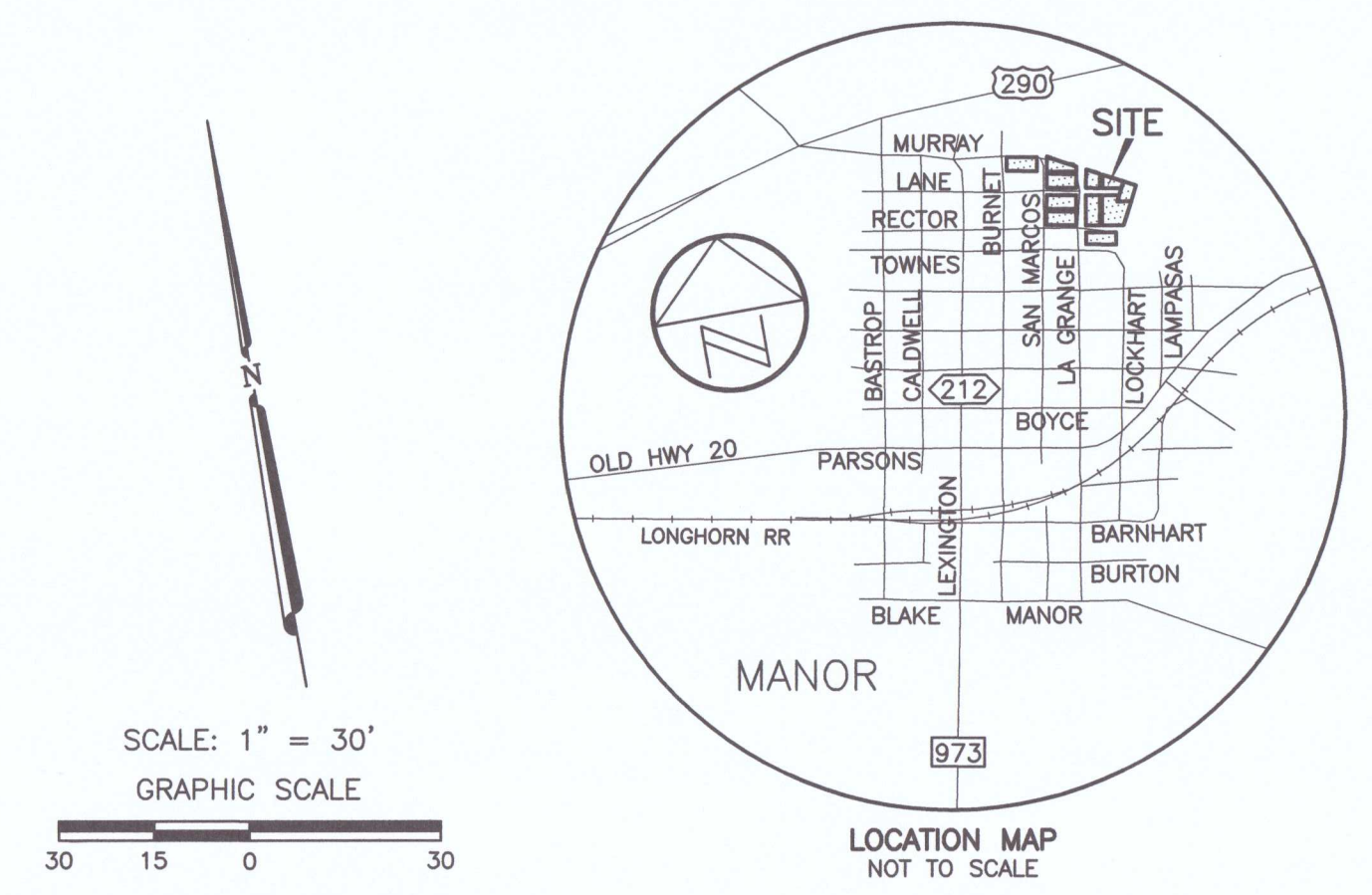
Zone					
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	TF - Two Family		C-1 - Light Commercial		IN-2 - Heavy Industrial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

A LAND TITLE SURVEY OF 6.533 ACRES, CONVEYED TO LANE AVE DEVELOPMENT, LLC BY GENERAL WARRANTY DEED DATED NOVEMBER 12, 2021 AND RECORDED IN DOCUMENT NO. 2021250846 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONSISTING OF THE FOLLOWING THREE (3) TRACTS:

TRACT 1: LOTS 6, 7, 8, 9 AND 10, BLOCK 15; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 17; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 18; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 19; AND LOTS 1, 2, 3, 4 AND 5, BLOCK 20; A. E. LANE'S ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2, PAGE(S) 223 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2: LOTS 1, 2, 3, 4 AND 5, BLOCK 74, TOWN OF MANOR, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME V, PAGE 796 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 3: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.397 ACRE OF LAND, MORE OR LESS, SITUATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CALLED 0.40 ACRE TRACT CONVEYED TO HOWARD C. ANDERSON AS RECORDED IN VOLUME 8702, PAGE 813 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.



THIS IS A SURFACE DRAWING. BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE. BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "CP #103".

TITLE COMMITMENT NOTE: COMMITMENT FOR TITLE INSURANCE PREPARED BY: First American Title Insurance Company. G.F. No.: 202105219 Effective Date: 12/17/21 Issued: 01/07/22. The surveyor has relied upon the referenced Commitment for Title regarding assessments, restrictions, and other matters affecting this property.

FLOOD-PLAIN NOTE: The tracts shown herein lie within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain) and Zone "A" (areas determined to be inside the 1% annual chance floodplain).

GENERAL SURVEY NOTES: PROPERTY ADDRESS: Manor, TX 78653 DATE OF SURVEY: February 8, 2022 ATTACHMENTS: 1890-001-0397AC (Metes & Bounds Description)

- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH "WATERLOO" CAP FOUND, 1/2" REBAR WITH "LANDMARK SURVEYING" CAP FOUND, 1/2" REBAR WITH PLASTIC CAP FOUND, 1/2" REBAR WITH "CHAPARRAL" CAP SET, 1/2" IRON PIPE FOUND, MAG NAIL FOUND, MAG NAIL WITH "CHAPARRAL" WASHER SET, CALCULATED POINT, FENCE POST FOUND, CONTROL POINT LOCATION, WATER METER, WATER VALVE, GUY WIRE, OVERHEAD UTILITY, TELEPHONE UTILITY, CLEANOUT, WASTEWATER MANHOLE, GAS UTILITY, EDGE OF ASPHALT PAVEMENT, CHAIN LINK FENCE, E.E. ELECTRIC EASEMENT, P.O.B. POINT OF BEGINNING, RECORD INFORMATION, RECORD INFORMATION PER VOL. 8702, PG. 813, REAL PROPERTY RECORDS, RECORD INFORMATION PER VOL. 84, PG. 393, PLAT RECORDS, RECORD INFORMATION PER DOC. NO. 200900096, OFFICIAL PUBLIC RECORDS.

SURVEYOR'S CERTIFICATE: CERTIFIED TO: Lane Ave Development, LLC, a Texas limited liability company. I hereby certify that a survey of the property shown herein was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief, there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property does not adjoin a dedicated road right-of-way or access easement, unless noted hereon.

Paul J. Flugel, Registered Professional Land Surveyor, State of Texas No. 5096. Date: 2-11-2022.

Professional Land Surveying, Inc. Surveying and Mapping. 3500 McCall Lane, Austin, Texas 78744. SHEET 01 OF 01.



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1416-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 6.533 acres, more or less, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).**

***Applicant:* BGE, Inc.**

***Owner:* Lane Ave Development, LLC**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

PORRAS SIMON U JR & LILLIE  
PO BOX 406  
MANOR, TX 78653

PORRAS MARY HELEN &  
IRENE P BELLMAN & BILL BELLMAN  
PO BOX 807  
MANOR, TX 78653

SUAREZ JOSE JR  
501 N LOCKHART ST  
MANOR, TX 78653

ARELLANO LORENZO  
21007 VERNA ST  
MANOR, TX 78653

MONTES LUIS CARLOS PONCE &  
XOCHITL AIDHE REYES-PONCE  
305 E BROWNING ST  
MANOR, TX 78653

LEAVITT LUMBER COMPANY INC  
395 SOUTH 300 EAST  
PO BOX 96  
KAMAS, UT 84036

KREUZER CHANEL J &  
JOEL ANDREW KREUZER  
301 BROWNING ST  
MANOR, TX 78653

BENITES MELITON LOPEZ  
509 N LOCKHART  
MANOR, TX 78653

SUAREZ LUIS & YOLANDA M  
8604 SHOWERS DR  
ELGIN, TX 78621

BAKER RICHARD & HOLLY M  
PO BOX 1246  
MANOR, TX 78653

CASTILLO GEORGE A & ROSALIE  
PO BOX 733  
MANOR, TX 78653

MANOR UNITED METHODIST CHURCH  
MARY NELL CARLSON  
PO BOX J  
MANOR, TX 78653

DYE VALERIE ANN  
PO BOX 410  
MANOR, TX 78653

DYE MICHAEL E  
1318 SHOTGUN CT  
PFLUGERVILLE, TX 78660

PENA ARACELI U & JUANA D JARAMILLO  
7702 MULLEN DR  
AUSTIN, TX 78757

PENA ARACELI U & SAMUEL R DIAZ &  
JUANA D JARAMILLO  
7702 MULLEN DR  
AUSTIN, TX 78757

FLORES FRANCISCO JR &  
MARILU CALDERON URESTI  
9705 DALLUM DR  
AUSTIN, TX 78753

RANDIG WALTER D & LOIS K  
PO BOX 276  
MANOR, TX 78653

RANDIG WALTER  
21154 MELBER LN #1  
MANOR, TX 78653

DIAZ JUAN J  
7017 ALBACETE LN  
ROUND ROCK, TX 78681

GONZALEZ LEOPOLDO  
107 RECTOR ST  
MANOR, TX 78653

MORENO DANIEL & RUPERTA &  
MIGUEL SAVALZA SOLANO  
505 NORTH BURNET ST  
MANOR, TX 78653

DOVER OLIVER H JR & DORIS  
101 E RECTOR ST  
MANOR, TX 78653

MONDRAGON LIZETH  
PO BOX 1185  
MANOR, TX 78653

FONSECA JOSE LUIS  
PO BOX 1081  
MANOR, TX 78653

BURSE NICHOLE ELIZABETH  
6431 BRIDGEWATER DR  
AUSTIN, TX 78723

PORTALES MARIA E  
710 BURNETT DR  
MANOR, TX 78653

MALDONADO ALICIA & VALDMAR  
707 BURNET ST  
MANOR, TX 78653

JONES ROBERT A & BRENDA F  
PO BOX 943  
MANOR, TX 78653

FORSYTHE WILLIAM & CAROLYN  
PO BOX 139  
MANOR, TX 78653

MEJIA MARTINIANO P & BLANCA E  
BLANCA E MEJIA  
PO BOX 1082  
MANOR, TX 78653

TUMLINSON RANDALL C &  
FRANCES ANN TUMLINSON  
PO BOX 414  
MANOR, TX 78653

WILLIAMS GARY M  
P O BOX 480  
MANOR, TX 78653

GOSEY BOBBY AND SHELDON LIVING  
TRUST  
7300 GILBERT RD  
MANOR, TX 78653

BLUEBONNET ELECTRIC COPERATIVE  
P O BOX 729  
BASTROP, TX 78602

COTTONWOOD HOLDINGS LTD  
DWYER REALTY COMPANIES  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

KUSUM HOSPITALITY LLC  
11301 US HWY 290 E  
MANOR, TX 78653

COUPLAND STATE BANK  
PO BOX 616  
MCKINNEY, TX 75070

THOMASON ERIC & REBEKAH  
109 E MURRAY AVE  
MANOR, TX 78653

GLASS RETHANN  
17500B GLASS RD  
MANOR, TX 78653

SONIC DEVELOPMENT OF CENTRAL TEXAS  
AUSTIN SONIC  
PO BOX 17788  
AUSTIN, TX 78760

MKR PROPERTIES LLC SERIES 11211 US  
HWY 290  
5905 YORK BRIDGE CIR  
AUSTIN, TX 78749

MANOR VILLAGE CONDOMINIUMS LTD  
7500 W SLAUGHTER LN APT 8207  
AUSTIN, TX 78749



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).

*Applicant: SEC Planning, LLC*  
*Owner: Manor 290 OZ Real Estate, LP*

**BACKGROUND/SUMMARY:**

The applicant is requesting to zone 32.69 acres to C-2 Medium Commercial, 20.86 acres to MF-2 Multi-family 25, and 30.74 acres to TH Townhome. The conceptual layout includes extending Carriage Hills Drive to US 290 to intersect with Bois D’Arc. 30 acres of C-2 could potentially accommodate 200,000 – 250,000 sf of commercial space, 21 acres of MF-2 could be up to 525 units, and 31 acres of TH could be up to 372 units. This plan supports the city’s request for substantial commercial acreage on US 290 and higher density residential to buffer between the commercial and single family.

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

- Letter of Intent
- Ordinance
- Zoning Map
- Boundary Map
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

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



December 15, 2021

City of Manor Planning Department  
105 E. Eggleston Street  
Manor, TX 78653

Re: Ginsel Tract Letter of Intent

The Ginsel tract is a 82.5 acre tract of land located within the City of Manor at the Southeast corner of the intersection of US 290 and Bois-D-Arc Rd. It is the Applicant's intent and request to rezone the entire 82.5 acres with a mix of commercial and residential offerings. Please see the included Requested Zoning Exhibit for an illustrative depiction of the requested zoning districts.

This tract is conveniently located in the eastern portion of the City with convenient access fronting U.S. Highway 290. Along with strong access from this major roadway, the property is in close proximity to planned future commercial/mixed use development to the west, while creating a transitional development to the Existing Single Family to the south. The requested rezoning request will provide employment, retail and service opportunities of a destination variety along with various housing options all with strong vehicular accessibility from U.S. 290.

Current site conditions are also favorable for the vision of a higher intensity development. The property consists of gently sloping farm lands with pockets of tree coverage and existing drainage corridors which the applicant intends to preserve to the best of their ability.

Thank you for your consideration of this zoning change request. The Applicant believes this location has the potential to help meet the housing, service, and employment goals for Manor.

Sincerely,

Gary Jueneman  
Sr. Project Manager

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

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

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1", "A-2", and "A-3" (the "Property"), from the Single Family Suburban (SF-1) to zoning district Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH). The Property is accordingly hereby rezoned to Medium Commercial (C-2), Multi-Family 25 (MF-2), Townhome (TH).

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



**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A-1"**

## Property Legal Description Medium Commercial (C-2) Tract:

**ZONING EXHIBIT C-2  
32.6872 ACRES (1,423,853 SQ FT)  
SITUATED IN THE  
A.C. CALDWELL SURVEY, A-154  
TRAVIS COUNTY, TEXAS**

BEING 32.6872 acres (1,423,853 square feet) of land out of the remainder of a called 84.2717 acre tract conveyed to Manor 290 OZ Real Estate LP, by Warranty Deed recorded under Clerk's File No. 2021172435 of the Official Public Records of Travis County, Texas (O.P.R. T.C.T.), said 32.6872 acre tract lying within the A.C. Caldwell Survey, A-154, and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the west line of Lot 5 of Manor Commercial Park, according to the plat of same, recorded under Volume 87, Page 168A, of the Plat Records of Travis County, Texas (P.R. T.C.T.), for the northeast corner of Lot 68, Block D, of Carriage Hills, Section Three, according to the plat of same, recorded under Clerk's File No. 201000127 P.R. T.C.T., for the southeast corner of said 84.2717 acre tract;

THENCE North 72°55'20" West, with the common line between said Carriage Hills, Section Three and said 84.2717 acre tract, a distance of 1482.50 feet to a 5/8 inch iron rod found in the east line of Lot 20, of Block I, of Bell Farms Phase Two-A, according to the plat of same, recorded under Clerk's File No. 200700061 P.R. T.C.T., for the northwest corner of said Carriage Hills, and the southwest corner of said 84.2717 acre tract;

THENCE North 27°58'35" East, with the west line of said 84.2717 acre tract, at 165.99 feet, passing a 5/8 inch iron rod found for the northeast corner of said Bell Farms Phase Two-A, and the southeast corner of the called 30.8643 acre tract conveyed to Manor RV Park, LLC by Warranty Deed recorded under Clerk's File No. 2019179486 of the Official Public Records of Travis County, Texas, and continuing for a total distance of 1575.30 feet to a point for the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE North 27°58'35" East, with the west line of said 84.2717 acre tract, a distance of 837.17 feet to a concrete monument found in the south right of way (R.O.W.) line of Highway 290 East (R.O.W. varies) for an angle point;

THENCE North 56°26'17" East, with said south right of way line, a distance of 175.36 feet to a 5/8" iron rod with cap marked "CORE 6657" set for the northwest corner of the herein described tract;

THENCE North 85°55'19" East, continuing with said south right of way line, a distance of 1287.41 feet to a point for the northeast corner of the herein described tract, from which a found 5/8 inch iron rod bears North 80°47'35" East, a distance of 0.47 feet, and a found 5/8 inch iron rod bears North 84°12'31" East, a distance of 4.77 feet;

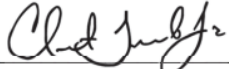
THENCE South 27°46'46" West, with the east line of said 84.2717 acre tract, a distance of 1483.40 feet to a point for the southeast corner of the herein described tract;

THENCE North 62°44'27" West, a distance of 630.82 feet to a point for a corner at the beginning of a curve;

THENCE in a southerly direction, 193.29 feet along a curve to the RIGHT, having a radius of 500.00 feet, a delta angle of 22°08'57", and whose long chord bears South 13°14'41" West, a distance of 192.09 feet to a point for corner of the herein described tract;

**ORDINANCE NO.**

THENCE North 61°47'14" West, a distance of 597.90 feet to the POINT OF BEGINNING and containing a computed 32.6872 acres (1,423,853 square feet) of land.

  
\_\_\_\_\_  
Clemente Turrubiarres Jr.  
RPLS No. 6657  
Job No. U21-00100  
Issue Date: March 28, 2022  
Revised:



**EXHIBIT "A-2"****Property Legal Description Multi-Family 25 (MF-2) Tract:**

**ZONING EXHIBIT MF-2  
20.8636 ACRES (908,817 SQ FT)  
SITUATED IN THE  
A.C. CALDWELL SURVEY, A-154  
TRAVIS COUNTY, TEXAS**

BEING 20.8636 acres (908,817 square feet) of land out of the remainder of a called 84.2717 acre tract conveyed to Manor 290 OZ Real Estate LP, by Warranty Deed recorded under Clerk's File No. 2021172435 of the Official Public Records of Travis County, Texas (O.P.R. T.C.T.), said 20.8636 acre tract lying within the A.C. Caldwell Survey, A-154, and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the west line of Lot 5 of Manor Commercial Park, according to the plat of same, recorded under Volume 87, Page 168A, of the Plat Records of Travis County, Texas (P.R. T.C.T.), for the northeast corner of Lot 68, Block D, of Carriage Hills, Section Three, according to the plat of same, recorded under Clerk's File No. 201000127 P.R. T.C.T., for the southeast corner of said 84.2717 acre tract;

THENCE North 72°55'20" West, with the common line between said Carriage Hills, Section Three and said 84.2717 acre tract, a distance of 835.67 feet to a point for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE North 72°55'20" West, a distance of 646.83 feet to a 5/8 inch iron rod found in the east line of Lot 20, of Block I, of Bell Farms Phase Two-A, according to the plat of same, recorded under Clerk's File No. 200700061 P.R. T.C.T., for the northwest corner of said Carriage Hills, and the southwest corner of said 84.2717 acre tract and the herein described tract;

THENCE North 27°58'35" East, with the west line of said 84.2717 acre tract, at 165.99 feet, passing a 5/8 inch iron rod found for the northeast corner of said Bell Farms Phase Two-A, and the southeast corner of the called 30.8643 acre tract conveyed to Manor RV Park, LLC by Warranty Deed recorded under Clerk's File No. 2019179486 of the Official Public Records of Travis County, Texas, and continuing for a total distance of 1575.30 feet to a point for the northwest corner of the herein described tract;

THENCE South 61°47'14" East, a distance of 597.90 feet to a point at the beginning of a curve, for the northeast corner of the herein described tract;

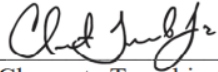
THENCE in a southerly direction, 33.98 feet along a curve to the RIGHT, having a radius of 500.00 feet, a delta angle of 03° 53' 37", and whose long chord bears South 26°15'58" West, a distance of 33.97 feet to a point;

THENCE South 28°12'46" West, a distance of 1126.05 feet to a point at the beginning of a curve;

THENCE in a southerly direction, 157.18 feet along a curve to the LEFT, having a radius of 800.00 feet, a delta angle of 11° 15' 26", and whose long chord bears South 22°35'04" West, a distance of 156.93 feet to a point;

**ORDINANCE NO.**

THENCE South 16°57'21" West, a distance of 136.83 feet to the POINT OF BEGINNING and containing a computed 20.8636 acres (908,817 square feet) of land.



Clemente Turrubiarres Jr.  
RPLS No. 6657  
Job No. U21-00401  
Issue Date: March 28, 2022  
Revised:



**EXHIBIT "A-3"**

Property Legal Description Townhome (TH) Tract:

**ZONING EXHIBIT TH  
30.7419 ACRES (1,339,118 SQ FT)  
SITUATED IN THE  
A.C. CALDWELL SURVEY, A-154  
TRAVIS COUNTY, TEXAS**

BEING 30.7419 acres (1,339,118 square feet) of land out of the remainder of a called 84.2717 acre tract conveyed to Manor 290 OZ Real Estate LP, by Warranty Deed recorded under Clerk's File No. 2021172435 of the Official Public Records of Travis County, Texas (O.P.R. T.C.T.), said 30.7419 acre tract lying within the A.C. Caldwell Survey, A-154, and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the west line of Lot 5 of Manor Commercial Park, according to the plat of same, recorded under Volume 87, Page 168A, of the Plat Records of Travis County, Texas (P.R. T.C.T.), for the northeast corner of Lot 68, Block D, of Carriage Hills, Section Three, according to the plat of same, recorded under Clerk's File No. 201000127 P.R. T.C.T., for the southeast corner of said 84.2717 acre tract;

THENCE North 72°55'20" West, a distance of 835.67 feet to a point for the southwest corner of the herein described tract;

THENCE North 16°57'21" East, a distance of 136.83 feet to a point at the beginning of a curve;

THENCE in a northerly direction, 157.18 feet along a curve to the RIGHT, having a radius of 800.00 feet, a delta angle of 11°15'26", and whose long chord bears North 22°35'04" East, a distance of 156.93 feet to a point;

THENCE North 28°12'46" East, a distance of 1126.05 feet to a point at the beginning of a curve;

THENCE in a northerly direction, 227.27 feet along a curve to the LEFT, having a radius of 500.00 feet, a delta angle of 26°02'34", and whose long chord bears North 15°11'29" East, a distance of 225.32 feet to a point for the northwest corner of the herein described tract;

THENCE South 62°44'27" East, a distance of 630.82 feet to a point for a northeast corner;

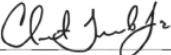
THENCE South 27°46'46" West, a distance of 16.80 feet to a point for an interior corner;

THENCE South 62°07'08" East, a distance of 273.68 feet to a point in the west line of said Manor Commercial Park for the northeast corner of the herein described tract;

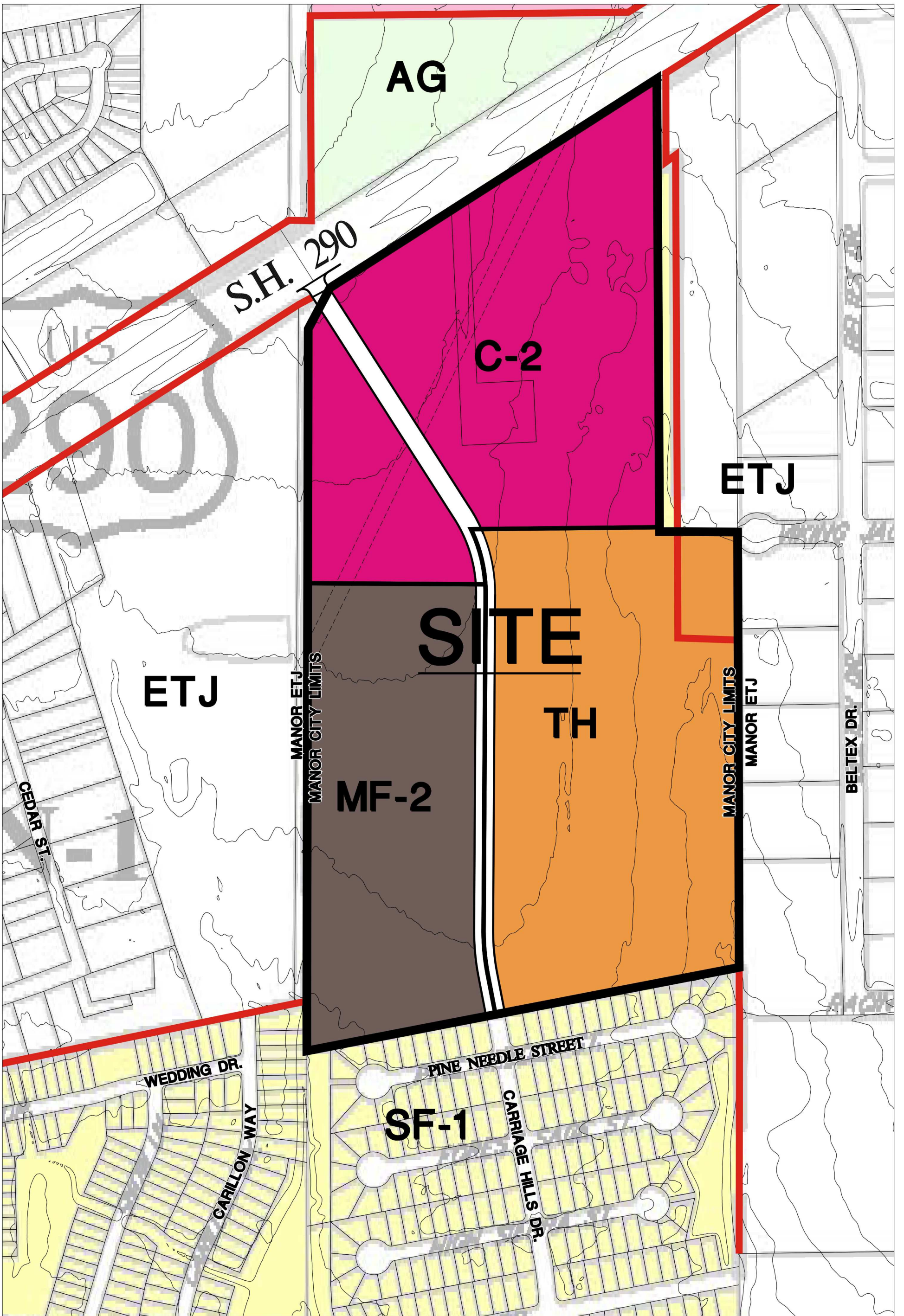
**ORDINANCE NO.**

THENCE South 27°48'42" West, west line of Manor Commercial Park Plat, recorded under Volume 87, Page 168A P.R. T.C.T., a distance of 366.88 feet to a point for corner being in the west line of Lot 2 of said Manor Commercial Park, being an angle point of the herein described tract, from which a found 5/8 inch iron rod, bears North 26°59'33" West, a distance of 0.58 feet;

THENCE South 27°54'59" West, along said west line of said Manor Commercial Park, passing at a distance of 216.65 feet a found 5/8 inch iron rod, marking the common corner of Lots 2 and 3, passing at a distance of 736.79 feet a found 5/8 inch iron rod, marking the common corner of Lots 4 and 5, passing at a distance of 996.37 feet a found 5/8 inch iron rod and continuing for a total distance of 1102.98 feet to the POINT OF BEGINNING and containing a computed 30.7419 acres (1,339,118 square feet) of land.

  
Clemente Turrubiarres Jr.  
RPLS No. 6657  
Job No. U21-00401  
Issue Date: March 28, 2022  
Revised:





ZONING OPTION 3  
GINSEL TRACT



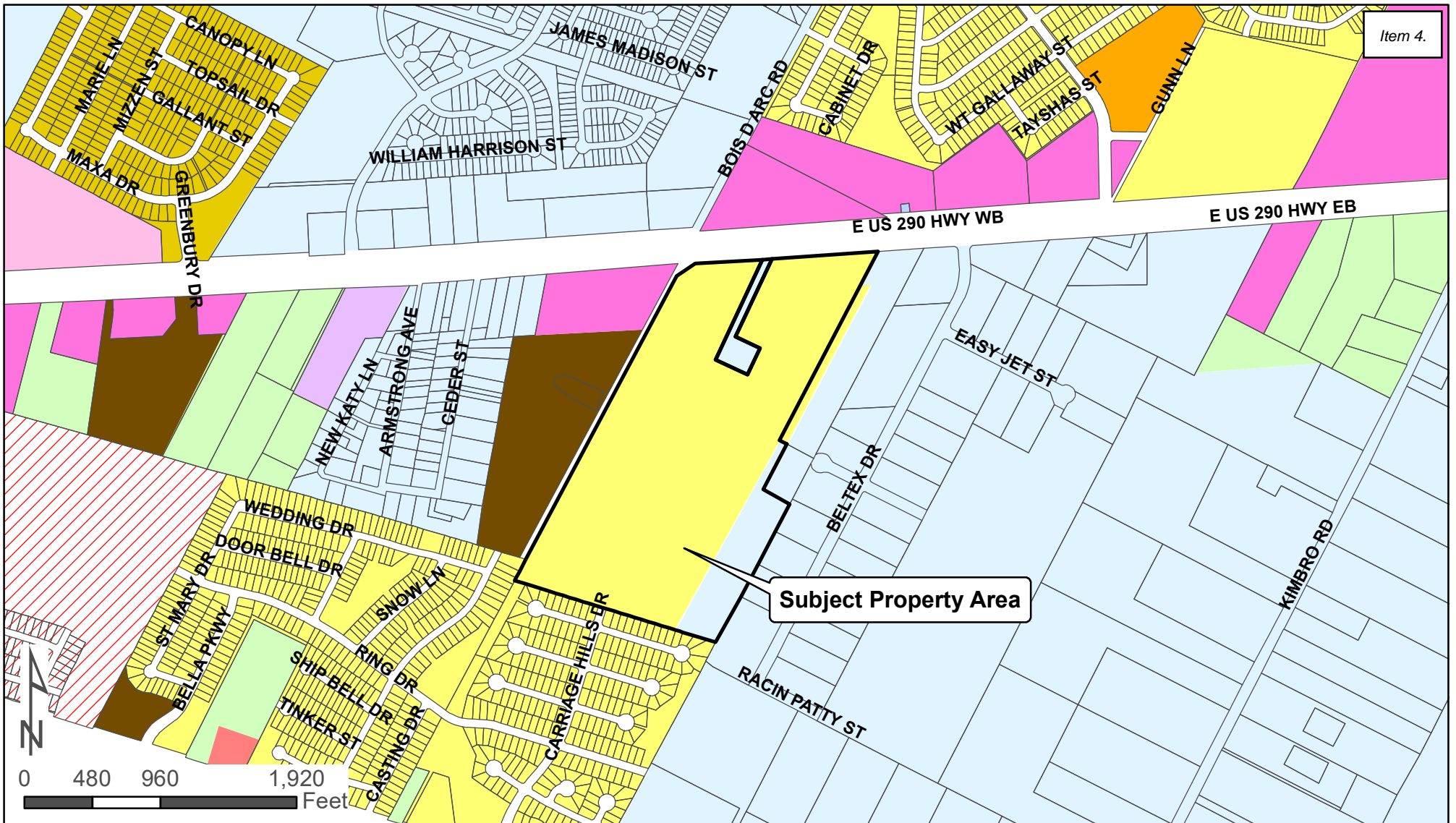
0 150' 300' 600'

Scale: 1" = 300'

North

Date: September 16, 2021





Current:  
Single Family Suburban (SF-1)

Proposed:  
Medium Commercial (C-2)  
Multi-Family 25 (MF-2)  
Townhome (TH)

**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        |
| TF - Two Family               | C-1 - Light Commercial    | IN-2 - Heavy Industrial        |
| TH - Townhome                 | C-2 - Medium Commercial   | PUD - Planned Unit Development |
| MF-1 - Multi-Family 15        | C-3 - Heavy Commercial    | ETJ                            |
| MF-2 - Multi-Family 25        |                           |                                |



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1404-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 86.05 acres, more or less, and being located at 13301 US Hwy 290 E, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).**

***Applicant:* SEC Planning, LLC**

***Owner:* Manor 290 OZ Real Estate, LP**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

MONTES PABLO & ANDREA MONTES  
12921 CARILLON WAY  
MANOR, TX 78653-5194

CASTRO JOHNNY C JR &  
MARIBEL CASTRO  
12925 CARILLON WAY  
MANOR, TX 78653-5194

PARRY BRANDON  
12929 CARILLON WAY  
MANOR, TX 78653-5194

AROS JOE & SUSIE  
12933 CARILLON WAY  
MANOR , TX 78653-5194

POWELL JUSTIN LEE  
12937 CARILLON WAY  
MANOR , TX 78653-5194

BAKER KELLY ANNE  
PO BOX 10933  
AUSTIN , TX 78766-1933

GONZALES-VALENCIA DAVID  
13005 CARILLON WAY  
MANOR , TX 78653-5195

VU IVY & PHINGA TA  
7906 ISAAC PRYOR DR  
AUSTIN, TX 78749-1753

ALBARRACIN STEVEN M & ZHANNA A  
13016 WEDDING DR  
MANOR, TX 78653-5189

UPSHUR DIONNE I & RALEIGH C  
13020 WEDDING  
MANOR , TX 78653-5189

MANOR RV PARK LLC  
460 N MAIN ST STE 304  
GLEN ELLYN, IL 60137-5176



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP*  
*Owner: Dwyer Realty Companies*

**BACKGROUND/SUMMARY:**

This property is along the currently under construction Gregg Manor and will be across that road from the Lion’s Club. They are leaving a 1.6-acre tract as C-1 light commercial as well as extending Eggleston Street to connect to the new Gregg Manor Road. The property directly north is zoned MF-2, the properties west are zoned C-1 Light Commercial, and the properties along Parsons are zoned C-1 Light Commercial, Institutional, or SF-1 Single Family. Parson is considered a commercial corridor. West of the property is zoned SF-1 Single Family. The building setback for MF-2 to SF-1 is 80’ and of that 25’ is a bufferyard that only permits a solid wall and landscaping to provide a physical and visual buffer between the MF and SF. 9.8 acres of MF-2 can be up to 245 units.

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

- Letter of Intent
- Ordinance
- Boundary Map
- Map
- Notice Labels

**STAFF RECOMMENDATION:**

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

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



METCALFE WOLFF  
STUART & WILLIAMS, LLP

TALLEY WILLIAMS  
Partner

twilliams@mwswtexas.com  
512-404-2234

March 11, 2022

Mr. Scott Dunlop  
Interim City Manager  
105 E Eggleston St.,  
Manor, Texas 78653

**Via Online Submittal**

Re: Application for Rezoning; Approximately 13.95 acres within the Las Entradas South Project located along the future Gregg Manor Extension and North of Old Highway 20 in Manor, Texas (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Light Commercial (C-1) to Multi-family 25 (MF-2). The Property is located within the Las Entradas South Project located along the future Gregg Manor Extension and North of Old Highway 20 in Manor, Texas (see attached Location Map).

The Property is part of the Las Entradas South Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. The Property will provide a unique multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

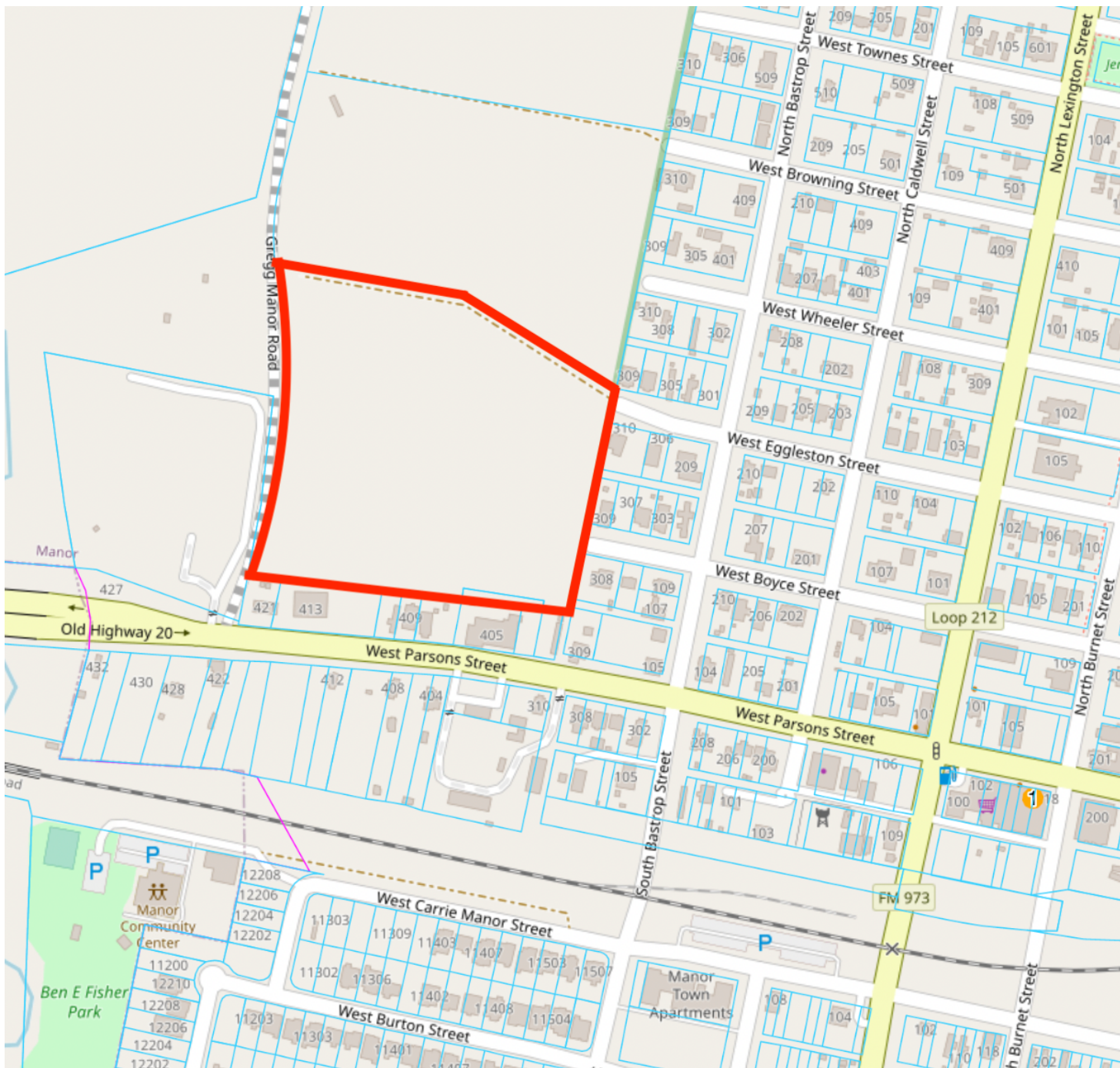
If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Sincerely,

A handwritten signature in blue ink that reads "Talley Williams".

Talley Williams

**ZONING EXHIBIT**



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

**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 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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

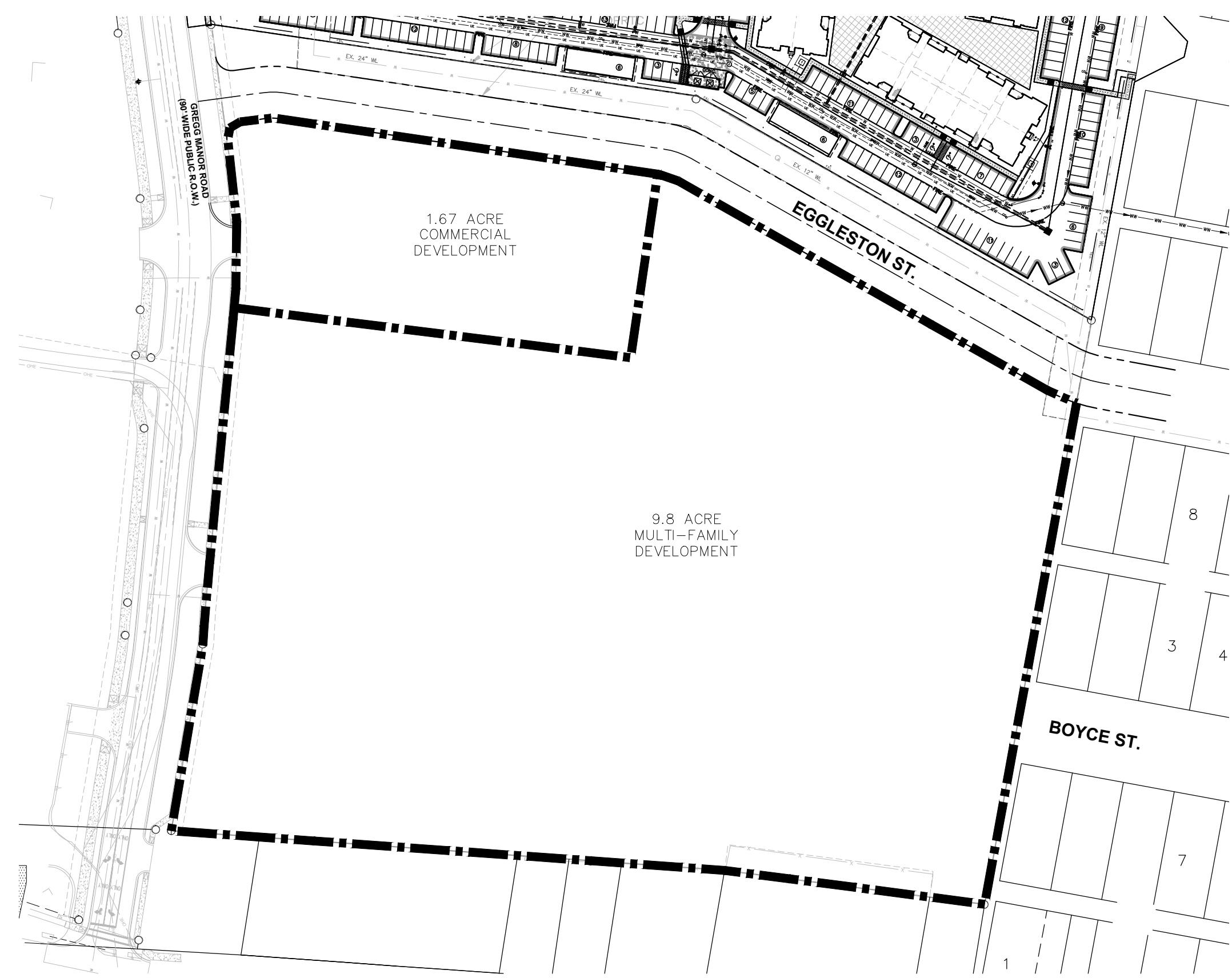


**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Legal Description:

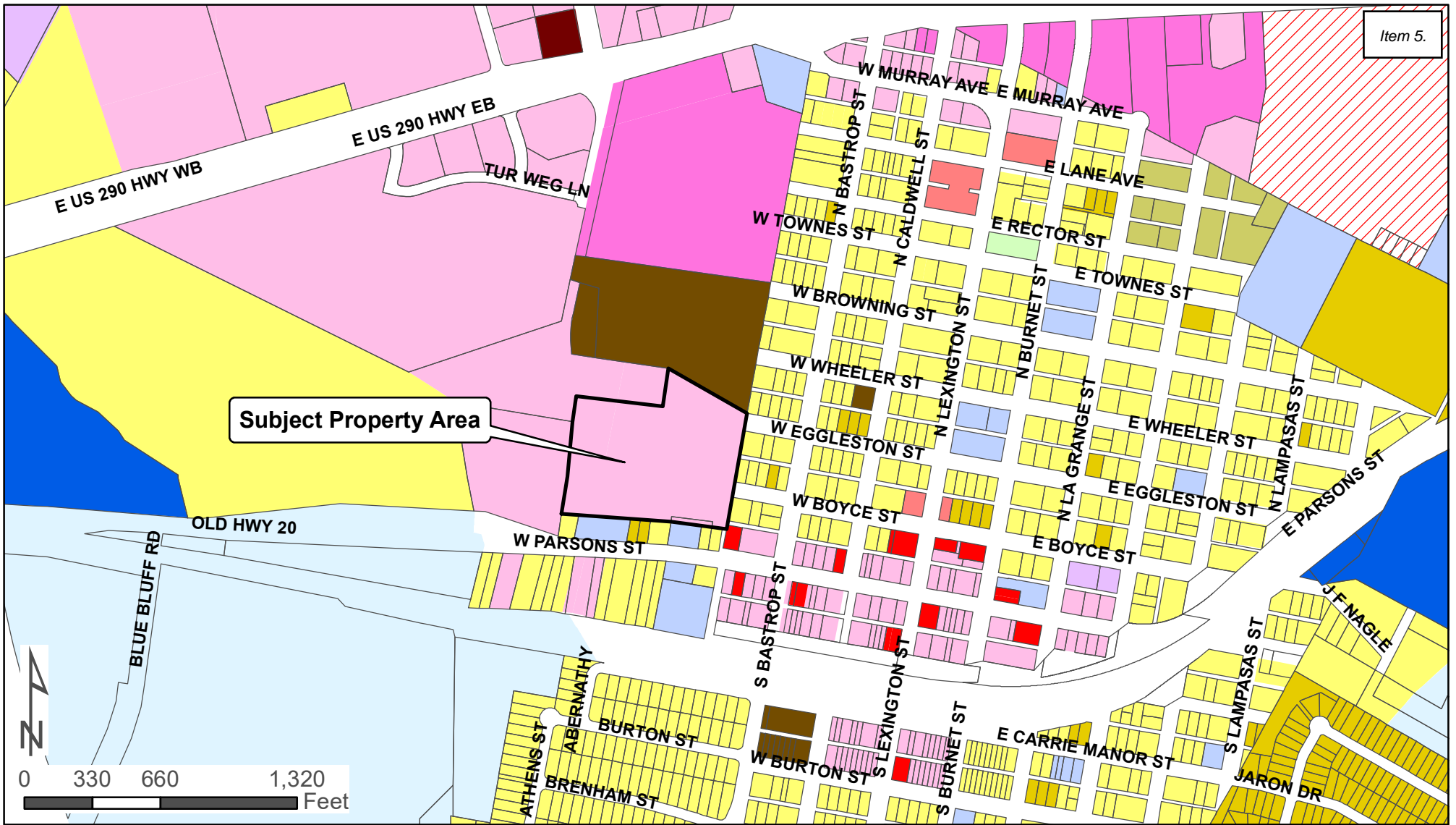


# "EXHIBIT A"

MULTI-FAMILY DEVELOPEMENT  
MANOR, TX

DEVELOPER:  
DD&B  
CONSTRUCTION  
17B FIRSTFIELD RD.  
GAITHERSBURG,  
MD 20878

## SITE PLAN



Subject Property Area



Current:  
Light Commercial (C-1)

Proposed:  
Multi-Family 25 (MF-2)

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
	TF - Two Family		C-1 - Light Commercial		IN-2 - Heavy Industrial
	TH - Townhome		C-2 - Medium Commercial		PUD - Planned Unit Development
	MF-1 - Multi-Family 15		C-3 - Heavy Commercial		ETJ
	MF-2 - Multi-Family 25				



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1425-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 13.224 acres, more or less, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**

***Applicant:* Metcalfe, Wolff, Stuart & Williams, LLP**

***Owner:* Dwyer Realty Companies**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Newsome Florence Et Al.  
P.O. BOX 133  
Manor, TX 78653

Field Mary R Et. Al.  
P.O. BOX 184  
Manor, TX 78653

Duvall Novella P  
P.O. BOX 654  
Manor, TX 78653

Newsome Florence Et Al.  
P.O. BOX 133  
Manor, TX 78653

Taylor Floyd Roy Et. Al.  
7010 Blessing  
Austin, TX 78752

Herrera Juan Carlos & Maria D  
107 N Bastrop St.  
Manor, TX 78653

Garcia Epifanio Delgado  
5503 Hibiscus  
Austin, TX 78724

Cabello Pedro & Erica Cabello  
209 N Bastrop St.  
Manor, TX 78653

Desh Jr. LLC  
4419 Ramsey Ave.  
Austin, TX 78756

Wheeler Street Partnership  
P.O. BOX 170309  
Austin, TX 78717

Easley Lenora  
P.O. BOX 734  
Manor, TX 78653

Riojas Santiago & Irasema  
P.O. BOX 885  
Manor, TX 78653

Loggins Raydell  
P.O. BOX 47  
Manor, TX 78653

Easley Lenora  
307 W Boyce St.  
Manor, TX 78653

Crumbley Gilbert & Essie  
P.O. BOX 170309  
Austin, TX 78717

Bowen Bradley & Paula  
18109 Whitewater Cv.  
Round Rock, TX 78681

Bush Kaitanya L  
P.O. BOX 218  
Manor, TX 78653

Travis County Emergency  
P.O. BOX 846  
Manor, TX 78653

Bowen Bradley & Paula  
18109 Whitewater Cv.  
Round Rock, TX 78681

Guerrero Julio & Cynthia  
P.O. BOX 142265  
Austin, TX 78714

Travis County Emergency  
P.O. BOX 846  
Manor, TX 78653

Sepco  
P.O. BOX 170309  
Austin, TX 78717

Bowen Bradley & Paula  
18109 Whitewater Cv.  
Round Rock, TX 78681

Milligan Finish  
3811 Liberty Square Trail  
Fresno, TX 77545

Sepco  
P.O. BOX 170309  
Austin, TX 78717

Mims Michael L & Beverly R  
P.O. BOX 447  
Manor, TX 78653

Chavez Marcos A  
12555 Kimbro Rd  
Manor, TX 78653

AAA Fire & Safety Equipment Co. Inc.  
P.O. BOX 16401  
Austin, TX 78761

Davis Hattie Mae  
P.O. BOX 229  
Manor, TX 78653

Wilson Joetta  
411 W Parsons St.  
Manor, TX 78653

Burns Memorial Temple  
P.O. BOX 1061  
Manor, TX 78653

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Al Noor Muslim Community Center of  
Manor  
900 Low Brim Cv  
Pflugerville, TX 78660

Li Julie  
P.O. BOX 203731  
Austin, TX 78720

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Carbajol Felipe H & Isabel Ortuno  
P.O. BOX 214  
Manor, TX 78653

Lions Club of Manor Inc.  
P.O. BOX 68  
Manor, TX 78653

Burns Elbert R Et. Al.  
P.O. BOX 413  
Manor, TX 78653

Jones Samuel Dell Jr & Rachel  
P.O. BOX 416  
Manor, TX 78653

Manor Apartments LLC  
4600 Triangle Ave. #6102  
Austin, TX 78751

Smith Audrey B  
10304 Ivy Jade  
Schertz, TX 78154

Miramontes Manuel Torres & J  
19337 W T Gallaway St.  
Manor, TX 78653

Samudio Faustino  
P.O. BOX 28  
Manor, TX 78653

Okoro Chiamo  
3101 E. 12th St. Unit D-4  
Austin, TX 78702

Esparza Antonio  
16709 Hamilton Point Cir  
Manor, TX 78653

Salazar Jose Cipriano & Uganda  
P.O. BOX 164  
Manor, TX 78653

Okoro Chiamo  
3101 E. 12th St. Unit C4  
Austin, TX 78702

Habbit Ambus & Purinea  
432 W Parsons St.  
Manor, TX 78653

De Leon Carmen P  
P.O. BOX 81  
Manor, TX 78653

Casimiro Mildred  
412 W. Parsons St.  
Manor, TX 78653

Manor ISD  
P.O. BOX 359  
Manor, TX 78653

Reyes Mary A & Robert H  
P.O. BOX 344  
Manor, TX 78653

Montero Roberto  
709 Busleigh Cattle Way  
Pflugerville, TX 78660

Riojas Oralia Garza  
P.O. BOX 89  
Manor, TX 78653

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Al Noor Muslim Community Center of  
Manor  
900 Low Brim Cv  
Pflugerville, TX 78660



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

*Applicant: Metcalfe, Wolff, Stuart & Williams, LLP*

*Owner: Edward Butler*

**BACKGROUND/SUMMARY:**

This 26 acres is directly south of the 40 acres that MISD is constructing their K-8 School. South of this property remains C-2 Medium Commercial. There is a planned roadway through the commercial tract that would provide this MF-2 tract with access to US 290 as well as FM 973. 26 acres of MF-2 could be up to 650 units, but they have proposed 600 units.

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

- Letter of Intent
- Ordinance
- Map
- Survey
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

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



METCALFE WOLFF  
STUART & WILLIAMS, LLP

TALLEY WILLIAMS  
Partner

twilliams@mwswtexas.com  
512-404-2234

March 11, 2022

Mr. Scott Dunlop  
Interim City Manager  
105 E Eggleston St.,  
Manor, Texas 78653

**Via Online Submittal**

Re: Application for Rezoning; Approximately 26.30 acres (designated as Lot 1, Block A) within the Butler-Manor Project located at E. US 290 and 13100 N. FM 973 (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Medium Commercial (C-2) to Multi-family 25 (MF-2). The Property is located within the Butler-Manor Project located at E. US 290 and 13100 N. FM 973 and is currently undeveloped (see attached Location Map).

The Property is part of the Butler-Manor Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. The Property will provide a unique and highly amenitized multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

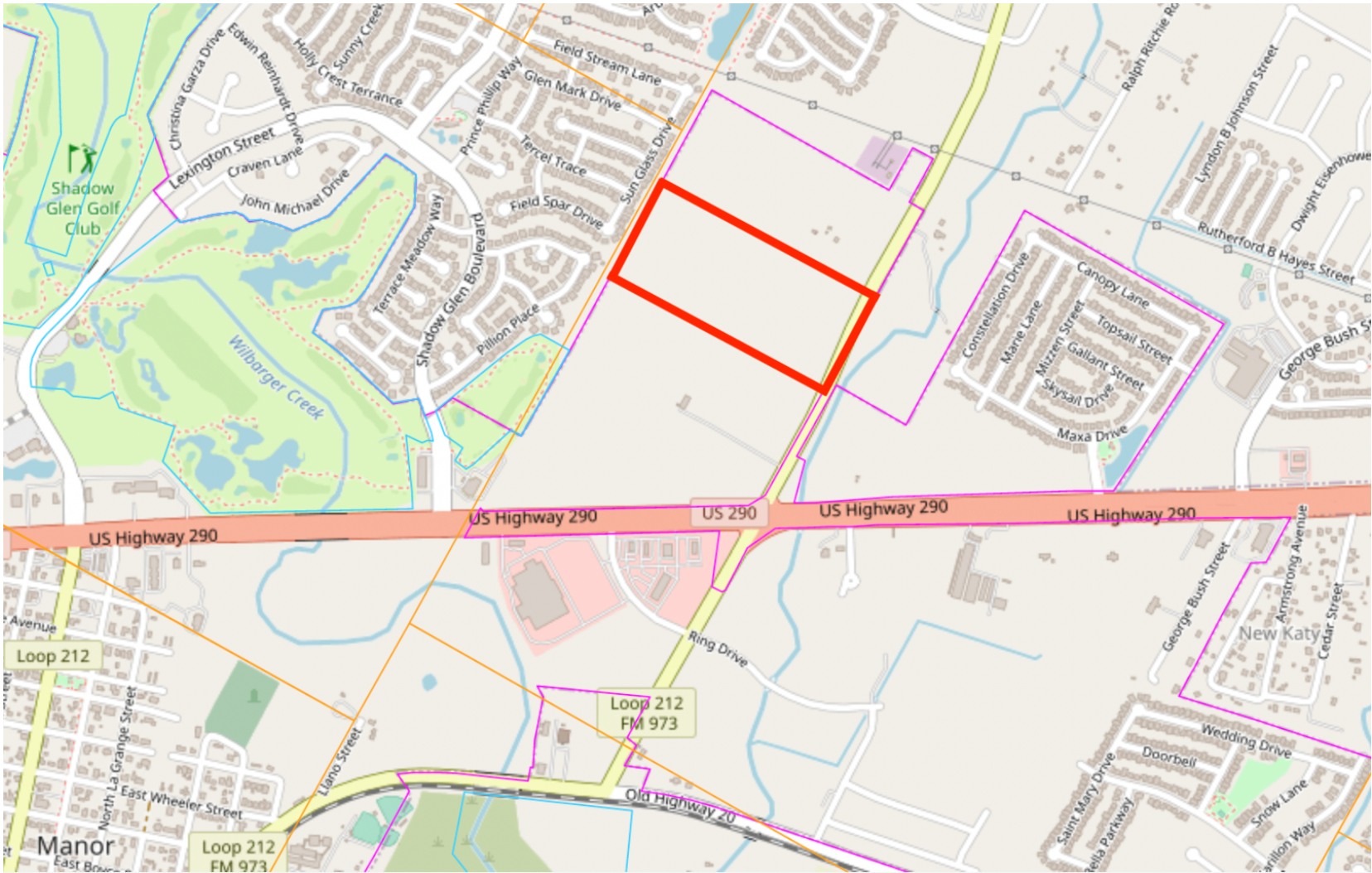
If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

Talley Williams



**ZONING EXHIBIT**



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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM MEDIUM COMMERCIAL (C-2) 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 Medium Commercial (C-2) 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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

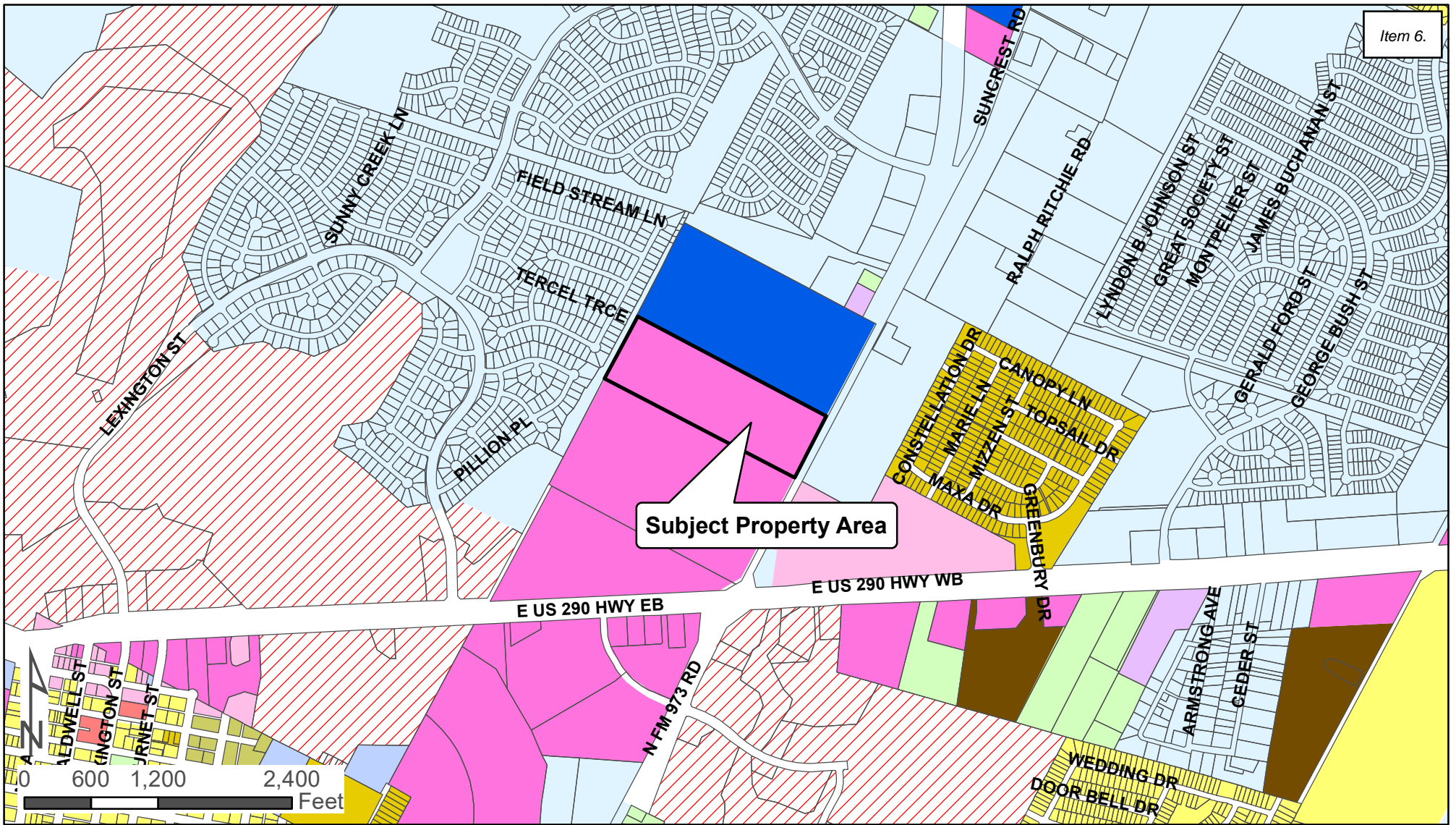
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Legal Description:



**Subject Property Area**



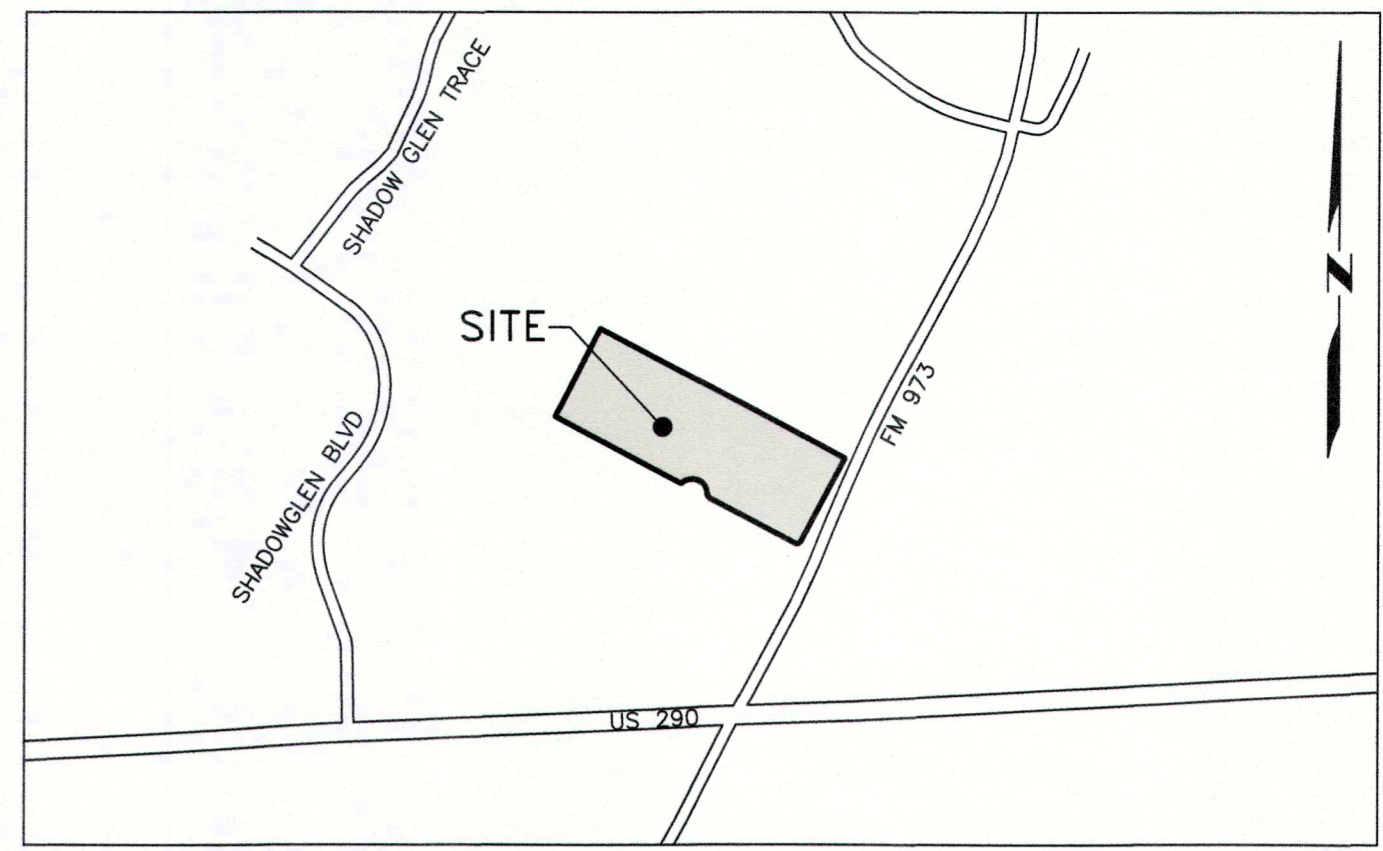
**Current:  
Medium Commercial (C-2)**

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

**Zone**

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

Table with 3 columns: REVISIONS, DATE, DESCRIPTION. Includes drawing name, project name, and date information.



COMMITMENT FOR TITLE INSURANCE PROVIDED BY: TITLE RESOURCES GUARANTY COMPANY OF NO. 2153735-00M EFFECTIVE DATE: OCTOBER 14, 2021 ISSUE DATE: OCTOBER 26, 2021

- SCHEDULE B EXCEPTIONS: 10a) EASEMENT: RECORDED: VOLUME 623, PAGE 322, DEED RECORDS, TRAVIS COUNTY, TEXAS. LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE (DOES NOT AFFECT) 10b) EASEMENT: RECORDED: VOLUME 650, PAGE 212, DEED RECORDS, TRAVIS COUNTY, TEXAS. LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE (MAY AFFECT, VAGUE DESCRIPTION) 10c) EASEMENT: RECORDED: VOLUME 4822, PAGE 1615, DEED RECORDS, TRAVIS COUNTY, TEXAS. MANVILLE WATER SUPPLY CORP. PURPOSE: PIPELINE (MAY AFFECT, VAGUE DESCRIPTION) 10d) ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER) 10e) RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY) (NOT A SURVEY MATTER) 10f) RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NO ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.) (NOT A SURVEY MATTER) 10g) ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON) 10h) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NOTED HEREON) 10i) ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY. (NOTED HEREON)

GENERAL NOTES: THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.0000755219 SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

FLOOD NOTE: THE TRACT SHOWN HEREON DOES NOT APPEAR TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, IN A LETTER OF MAP CHANGE (LOMC) ACTION DATED JANUARY 15, 2020, WITH AN EFFECTIVE DATE OF JANUARY 23, 2020. CASE NUMBER 13-06-0041V FOR TRAVIS COUNTY, TEXAS, COMMUNITY NO. 481026. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS TABLE A NOTES: TABLE A ITEM 2, ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. ADDRESS UNKNOWN TABLE A ITEM 6(a), IF SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, LIST THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR. TABLE A ITEM 6(b), IF THE ZONING SETBACK REQUIREMENTS ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR. TABLE A ITEM 7(a), EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY, AT THE TIME OF FIELDWORK. TABLE A ITEM 9, NUMBER AND TYPE (E.G. HANDICAPPED, MOTORCYCLE, REGULAR, ETC.) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. NO CLEARLY IDENTIFIABLE PARKING SPACES EXISTING ON THE SITE AT THE TIME OF THE SURVEY.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION: TO GO MULTI-FAMILY DEVELOPMENT, LLC AND TITLE RESOURCES GUARANTY COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 11, & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON SEPTEMBER 23, 2021.

DATE OF PLAT OR MAP: NOVEMBER 29, 2021. TRAVIS S. TABOR REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6428

BLUEBONNET FINAL PLAT DOC. NO. 200800197 O.P.R.T.C.T. LOT 1, BLOCK 1

MICHAEL J. PAOLIK AND MICHAEL JAMES PAOLIK, JR. (1.062 ACRES) DOC. NO. 200596042 O.P.R.T.C.T.

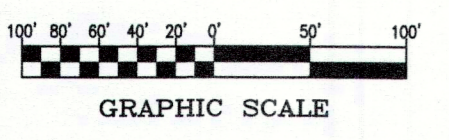
GREENBURY GATES SURVEY ABSTRACT NO. 315

BUTLER FAMILY PARTNERSHIP, LTD. TRACT 1 (116.45 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.

26.30 ACRES NO IMPROVEMENTS OBSERVED AT THE TIME OF THE SURVEY

BUTLER FAMILY PARTNERSHIP, LTD. TRACT 1 (116.45 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.

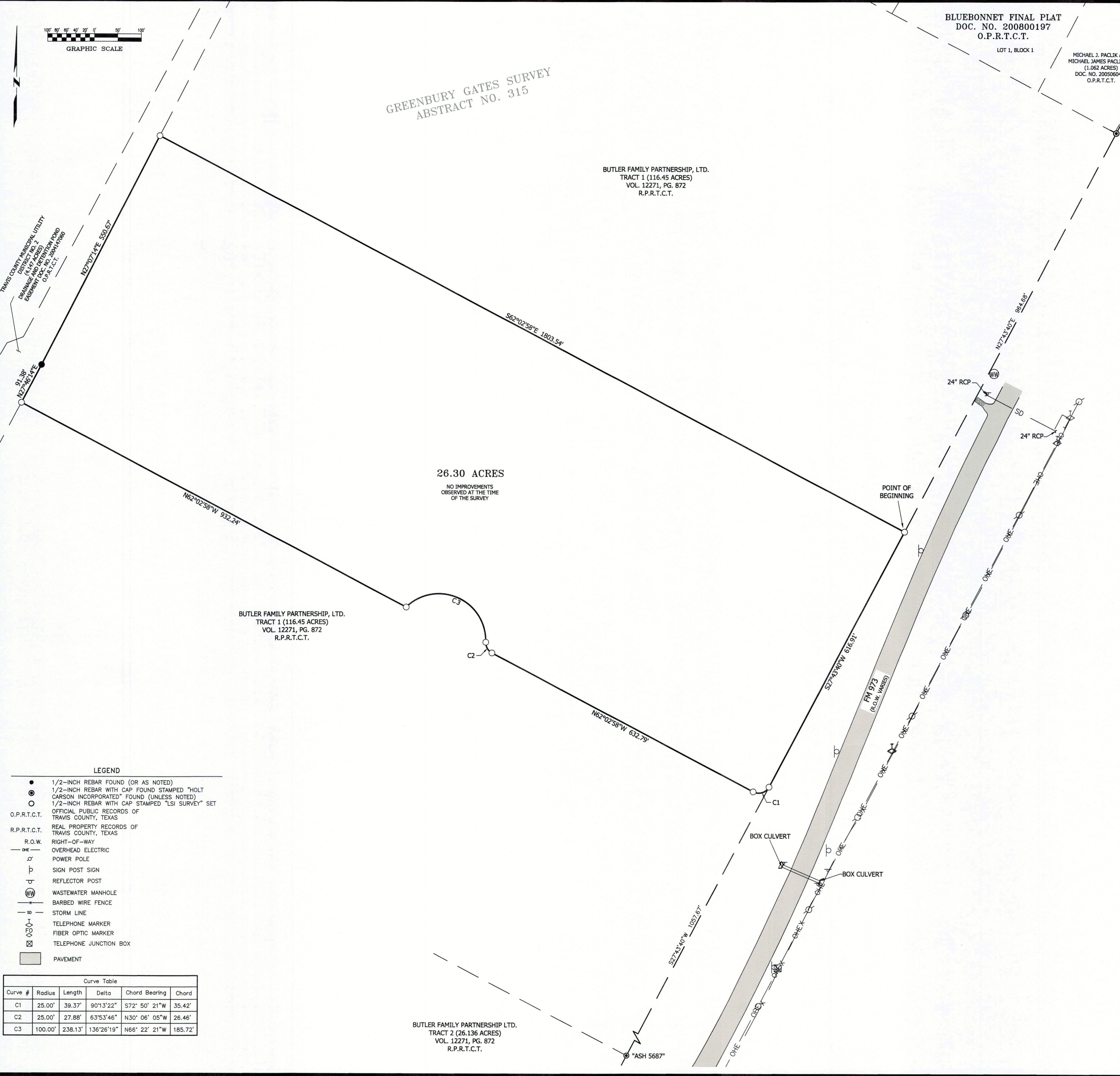
BUTLER FAMILY PARTNERSHIP LTD. TRACT 2 (26.136 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT (MUD) 1167 ACRES, DRAINAGE AND WASTEWATER SYSTEM EXEMPTION DOC. NO. 200494780 O.P.R.T.C.T.

- LEGEND: 1/2-INCH REBAR FOUND (OR AS NOTED), 1/2-INCH REBAR WITH CAP FOUND STAMPED "HOLT CARSON INCORPORATED" FOUND (UNLESS NOTED), 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, R.O.W. RIGHT-OF-WAY, OVERHEAD ELECTRIC, POWER POLE, SIGN POST SIGN, REFLECTOR POST, WASTEWATER MANHOLE, BARBED WIRE FENCE, STORM LINE, TELEPHONE MARKER, FIBER OPTIC MARKER, TELEPHONE JUNCTION BOX, PAVEMENT

Curve Table with columns: Curve #, Radius, Length, Delta, Chord Bearing, Chord. Includes curves C1, C2, and C3.





March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1426-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 26.30 acres, more or less, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).**

***Applicant:* Metcalfe, Wolff, Stuart & Williams, LLP**

***Owner:* Edward Butler**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Wilken Walter William  
11625 Sun Glass Dr.  
Manor, TX 78653-3885

Ajai Akinyemi P  
11505 Sun Glass Dr.  
Manor, TX 78653

Gruza Agata & Eric Michael Daley  
13824 Long Shadow Dr.  
Manor, TX 78653

Waldon Charles L & Aursha R  
11621 Sun Glass Dr.  
Manor, TX 78653-3885

Phillips Todd Curtis  
11501 Sun Glass Dr.  
Manor, TX 78653

Gigl Michael William  
20417 Crooked Stick Dr.  
Pflugerville, TX 78660-8196

Itnyre Stephen C & Sandra L  
11617 Sun Glass Dr.  
Manor, TX 78653-3885

Bitra Aspazia  
13832 Field Spar Dr.  
Manor, TX 78653

Haney David L & Josie U  
13825 Tercel Trce.  
Manor, TX 78653

Spead Brent William & Shyla Anahita  
11613 Sun Glass Dr.  
Manor, TX 78653-3885

Prieto Daisy & Salvador U Flores  
13828 Field Spar Dr.  
Manor, TX 78653

Kendrick Willie & Carmen Maria  
13824 Tercel Trce.  
Manor, TX 78653

Holmes Charlie  
P.O. Box 27626  
Macon, GA 31221-7626

Benedetti Brett R  
13824 Field Spar Dr.  
Manor, TX 78653

Forsythe Stacia Kaye  
13816 Tercel Trce.  
Manor, TX 78653

Vandenberg Kristin L & Scott P  
11605 Sun Glass Dr.  
Manor, TX 78653-3883

Acosta Carmen & Rodolfo  
13820 Field Spar Dr.  
Manor, TX 78653

Jones Michael & Lindsay  
13821 Field Spar Dr.  
Manor, TX 78653

Bell-Sexton Coretta  
11601 Sun Glass Dr.  
Manor, TX 78653-3883

Curtis Sean & Summer  
913 N. Inyo St.  
Ridgecrest, CA 93555-3000

Kim Chae Kyung  
13817 Field Spar Dr.  
Manor, TX 78653

Lewis Gladys & Jeffrey  
11517 Sun Glass Dr.  
Manor, TX 78653-3883

Emamian Seyed-Amir & Priscilla  
13812 Field Spar Dr.  
Manor, TX 78653

Taylor Williams Wesley Jr.  
11733 Pillion Pl.  
Manor, TX 78653

Hernandez Mayra  
11513 Sun Glass Dr.  
Manor, TX 78653

Wood Terrence  
25551 SE 41st Ct  
Sammamish, WA 98029-7769

White Jennifer & Michael  
11509 Sun Glass Dr.  
Manor, TX 78653

Hernandez Alejandra & Carlos  
13825 Long Shadow Dr.  
Manor, TX 78653



Hayes Maura & Terrence III  
11737 Pillion Pl.  
Manor, TX 78653

Del La Garza Benjamin & Marisa  
11708 Pillion Pl.  
Manor, TX 78653

Suarez Humberto  
11717 Pillion Pl.  
Manor, TX 78653

Henry Daffney A  
13745 Shady Ridge Ln.  
Manor, TX 78653

Timmerman Commercial Investments LP  
501 Vale St.  
Austin, TX 78746-5732

Mullen Thomas & Amanda  
11713 Pillion Pl.  
Manor, TX 78653

Stiggers Gary L  
11729 Pillion Pl.  
Manor, TX 78653

Monroe Ozie SR Family Trust  
P.O. BOX 254  
Manor, TX 78653-0254

Hunt Anthony & Victoria  
11720 Pillion Pl.  
Manor, TX 78653

Mcarthur Marilyn D  
11725 Pillion Pl.  
Manor, TX 78653

Board of Trustees of the Manor  
Independent  
P.O. BOX 9190  
% Butler Family Partnership  
Austin, TX 78766-9190

Brown George Jr  
P.O. Box 1158  
Manor, TX 78653

Manker Michael & Lauren  
11721 Pillion Pl.  
Manor, TX 78653

Ambuhl Allen C & Debra K Young  
11712 Pillion Pl.  
Manor, TX 78653



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.

*Applicant: JAB Engineering, LLC*

*Owner: Platinum 973, LLC*

**BACKGROUND/SUMMARY:**

This property was zoned C-2 Medium Commercial with the additional uses of Office, Showroom; Office, Warehouse; Product Development Services (general); and Research Services (general) on Feb. 2, 2022. In C-2 Medium Commercial Gas Stations require a Specific Use Permit. The property is directly south of the under-construction Compass Rose Charter School. The nearest existing gas station is the Chevron at N. FM 973 and Shadowglen Trace – approximately 750’ south of the subject property. There are no other Gas Stations on N. FM 973 from US 290 north to the city limits (Arnhamn Lane).

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Letter of intent
- Map
- Location Map
- Plan
- Images
- Gas Station Conditions
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

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

# JAB ENGINEERING, LLC.



14500 Williams Dr., Ste 212-121  
Georgetown, TX 78633  
512-779-7414  
josh.baran@jabeng.com

February 14, 2021

City of Manor  
Planning Department  
105 E. Eggleston St.  
Manor, Tx 78653

**RE: 13801 N FM 973 RD  
Special Use Permit – Letter of Intent**

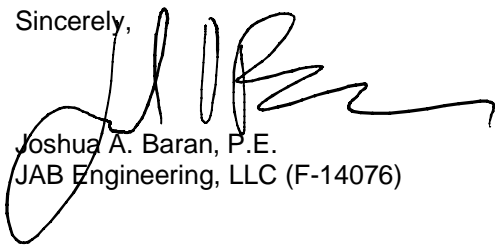
*Letter of intent (letter stating why you want to rezone the property in question or why you are requesting a variance to the requirements of the Zoning Ordinance)*

This Letter of Intent and application information are prepared by JAB Engineering, LLC. (the “applicant”) under the authorization of Platinum 973, LLC (the “owner”). The following detailed information is provided accordingly:

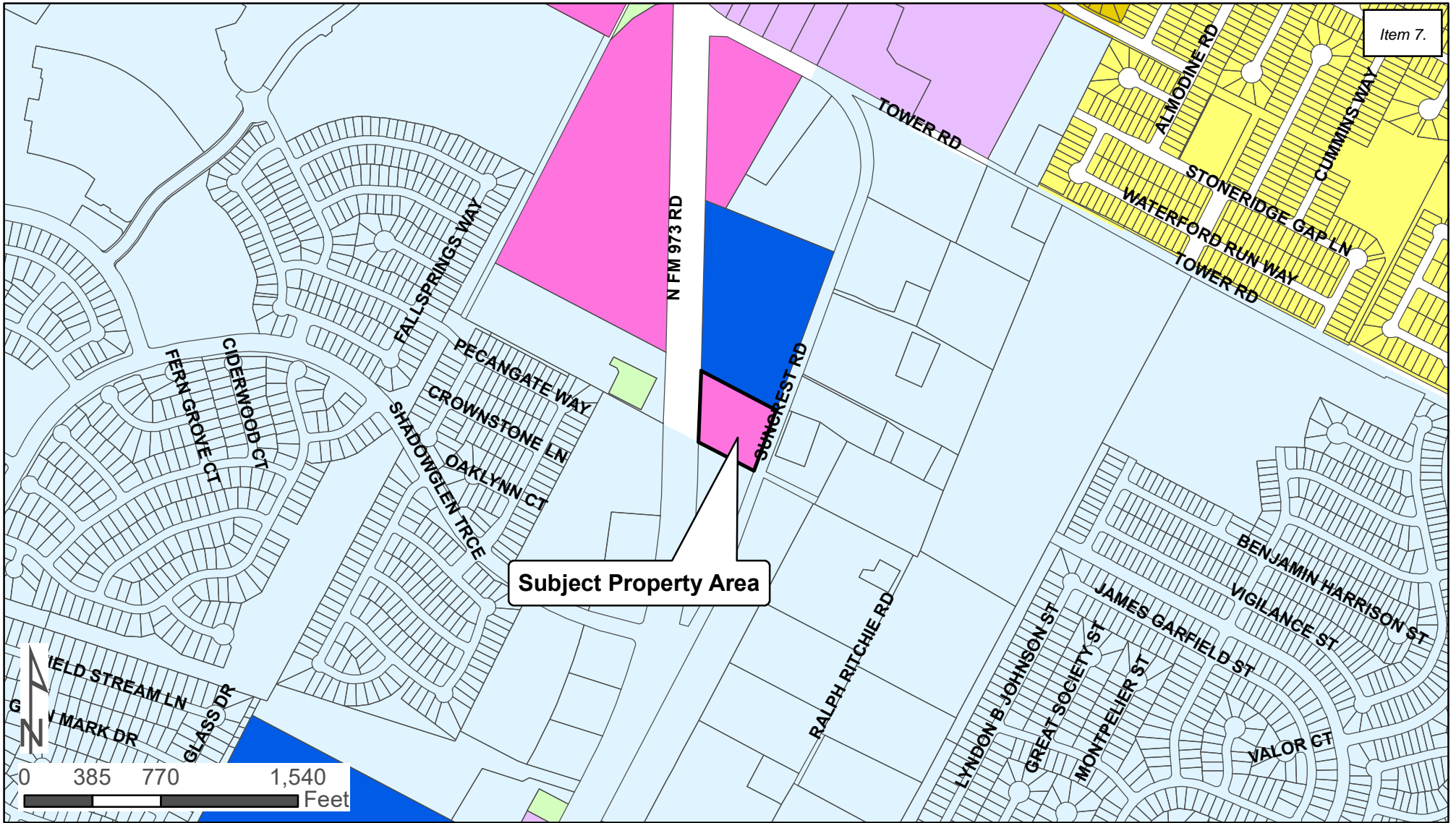
- The existing site is located in the full purpose jurisdiction with a base zoning of C-1.
- The proposed use is a mix of flex warehouse / retail uses previously approved as an exception by the city, as well as retail / fueling station.
- This property is ideally situated along FM 973 for mix of large-format commercial uses and light industrial uses and will serve as employment centers for the community and region.
- The property will have access directly to FM 973 and may take emergency or secondary access to Suncrest Road if necessary. Water and Sewer services are currently planned to be extended along the FM 973 right-of-way.
- The subject property is vacant.

Please accept this letter of intent and accompanying documents for the Rezone.

Sincerely,























Joshua A. Baran, P.E.  
JAB Engineering, LLC (F-14076)



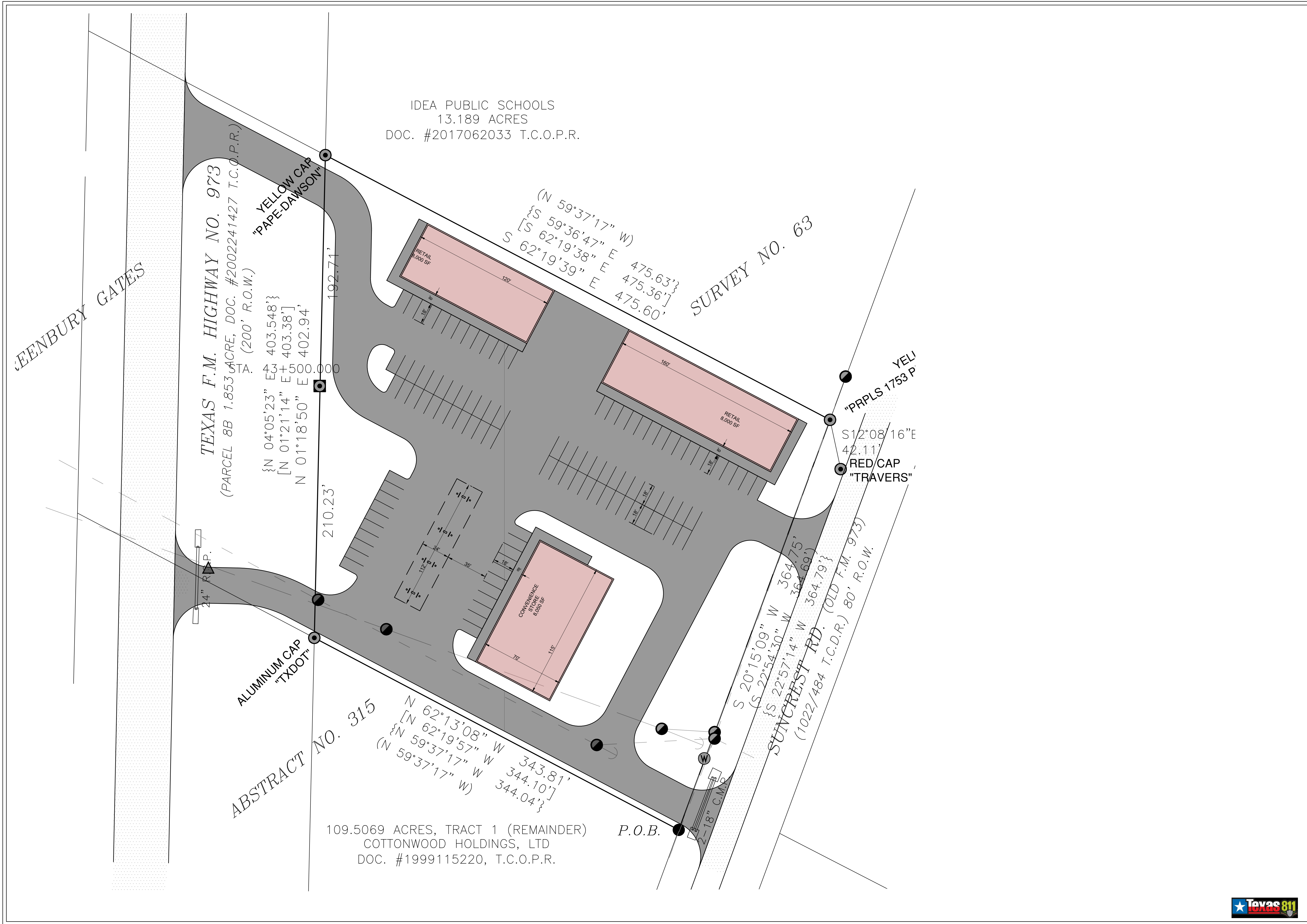
**Subject Property Area**



## Proposed Specific Use Permit: Gas Station

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





109.5069 ACRES, TRACT 1 (REMAINDER)  
COTTONWOOD HOLDINGS, LTD  
DOC. #1999115220, T.C.O.P.R.

No.	Date	Revisions	App.

**JAB Engineering, LLC**  
(F-14076)  
4500 Williams Drive  
Suite 212-121  
Georgetown, TX 78633  
512-779-7414 (p)  
josh.baran@jabeng.com

**FM 973  
RETAIL PARK**  
13801 FM 973  
MANOR, TEXAS

**DIMENSIONAL  
SITE PLAN**

Project No.:	19010
Issued:	04/30/21
Drawn By:	JAB
Checked By:	JAB

**C.03**  
Sheet 3 OF 10  
2021-SDP







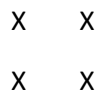




Gas Station, Limited

- Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
- Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
- Automotive repair and automobile washing facilities are prohibited.
- No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:
  - The property is located along and has direct access from US Highway 290 East.
  - The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
- In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).
- In the neighborhood business (NB) and light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions):

Acceptable Pump Arrangement



Unacceptable Pump Arrangement



- Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
- Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
- Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.



March 31, 2022

## City of Manor Development Services

# Notification for a Specific Use Permit Application

Case Number: 2022-P-1421-CU

Case Manager: Scott Dunlop

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

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Specific Use Permit Application on 3.40 acres, more or less, to permit a Gas Station Use and being located at 13801 N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.**

***Applicant:* JAB Engineering, LLC**

***Owner:* Platinum 973, LLC**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

FM 973 BUILDING HOPE LLC  
211 E 7TH ST STE 620  
AUSTIN, TX 78701-3218

STEPHANIE L WARD  
13915 SUNCREST RD  
MANOR , TX 78653-3897

JEFFREY T & PAM MONTAGUE  
13909 SUNCREST RD  
MANOR , TX 78653-3897

CESAR CASIANO-JARAMILLO  
13901 SUNCREST RD  
MANOR , TX 78653-4156

RUPERTO NUNEZ & JULIA MARTINEZ  
13809 FM 973 N  
MANOR , TX 78653-3896

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

FLATS AT SHADOWGLEN CHL I LLC  
9900 HIGHWAY 290 EAST  
MANOR, TX 78653-9720

CLIDE R NICHOLS  
415 HONEYCOMB CIR  
DRIFTWOOD, TX 78619-5706

TIMMERMAN COMMERCIAL  
INVESTMENTS LP  
501 VALE ST  
AUSTIN, TX 78746-5732



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

*Applicant: Carlson, Brigance & Doering, Inc.*  
*Owner: KB Home Lone Star, Inc.*

**BACKGROUND/SUMMARY:**

This concept plan has been approved by our engineer. It consists of 380 residential lots, 26.59 acres of open space, 6.56 acres of parkland and 2.89 acres of landscape/drainage area. This subdivision is directly north of the Senior High School on N. FM 973. The property was zoned to SF-2 (60' wide lots) on 10/27/21.

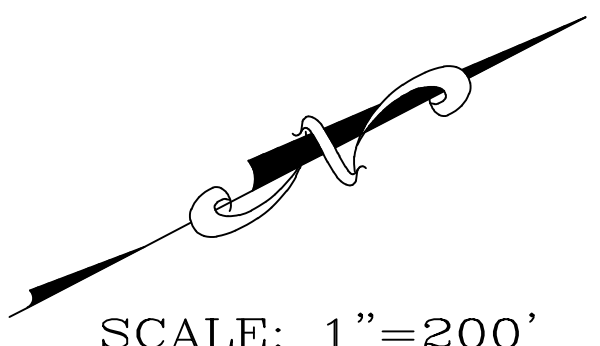
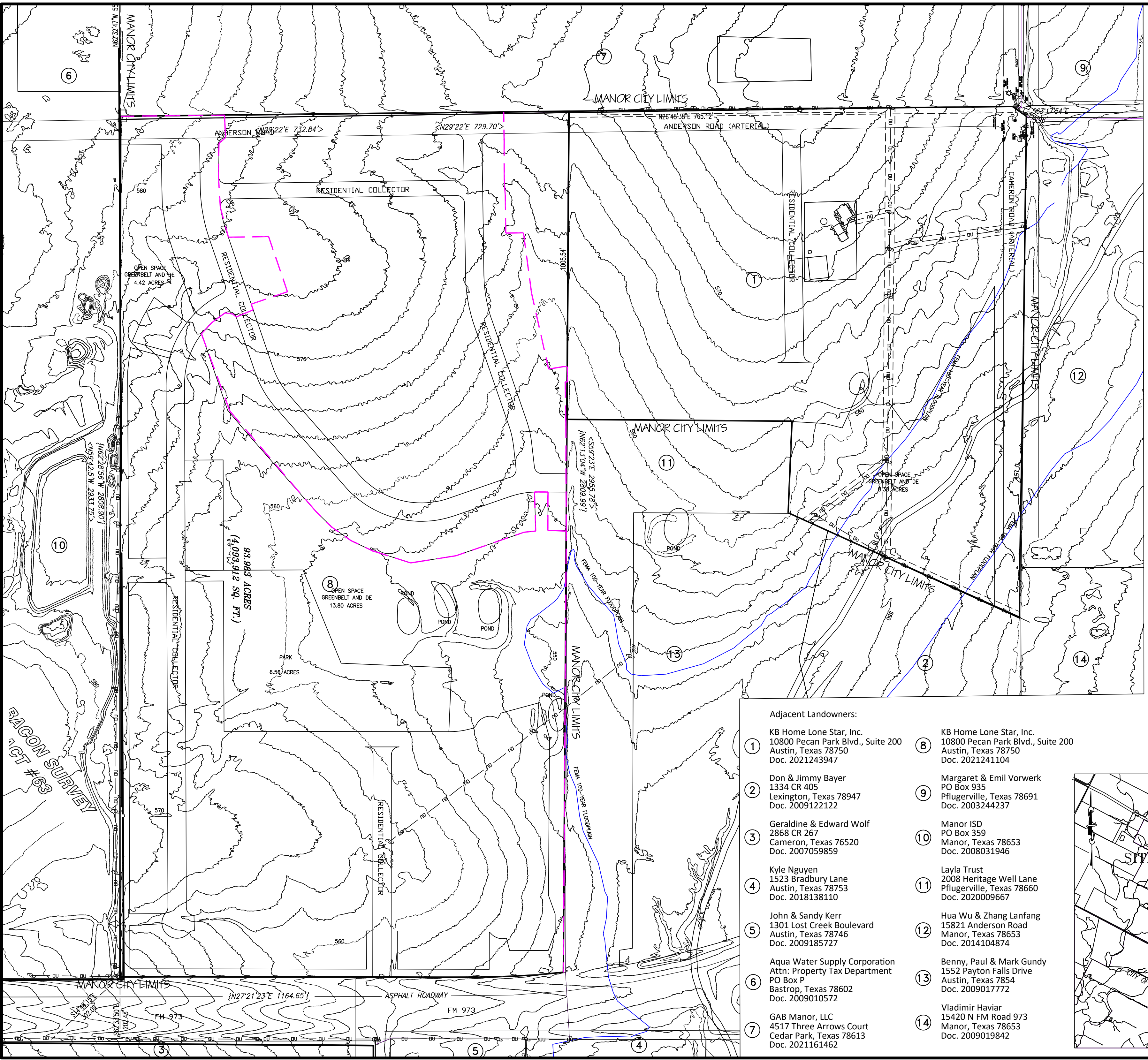
**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Map
- Notice
- Labels

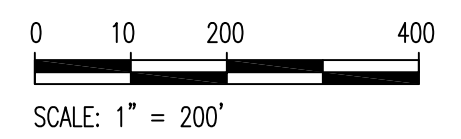
**STAFF RECOMMENDATION:**

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

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



SCALE: 1" = 200'



Date: November 1, 2021  
 Acreage: 136.92 Ac.  
 Residential Lot Acreage: 72.37  
 Open Space Acreage: 26.59  
 Park Acreage: 6.56  
 Landscape/Drainage Acreage: 2.89  
 Street Acreage: 28.51

Survey: Sumner Bacon Survey, A-63  
 Number of Residential Units: 380  
 Number of LUEs: 380

Owner/Developer:  
 KB Home Lone Star, Inc.  
 10800 Pecan Park Boulevard, Suite 200  
 Austin, Texas 78750

Engineer/Surveyor:  
 Carlson, Brigrance & Doering, Inc.  
 5501 West William Cannon Dr.  
 Austin, Texas 78749  
 Phone #: (512) 280-5160  
 Fax #: (512) 280-5165

NOTES:

- This site is subject to the Holley/Smith Development Agreement as passed at the October 27, 2021 Manor City Council meeting.
- Proposed Phasing: 3 Phases  
 Phase 1 - 2022  
 Phase 2 - 2023  
 Phase 3 - 2024
- All Arterial and Residential Collector roadways shown are Proposed.

Adjacent Landowners:

- |                                                                                                                         |                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| ① KB Home Lone Star, Inc.<br>10800 Pecan Park Blvd., Suite 200<br>Austin, Texas 78750<br>Doc. 2021243947                | ⑧ KB Home Lone Star, Inc.<br>10800 Pecan Park Blvd., Suite 200<br>Austin, Texas 78750<br>Doc. 2021241104 |
| ② Don & Jimmy Bayer<br>1334 CR 405<br>Lexington, Texas 78947<br>Doc. 2009122122                                         | ⑨ Margaret & Emil Vorwerk<br>PO Box 935<br>Pflugerville, Texas 78691<br>Doc. 2003244237                  |
| ③ Geraldine & Edward Wolf<br>2868 CR 267<br>Cameron, Texas 76520<br>Doc. 2007059859                                     | ⑩ Manor ISD<br>PO Box 359<br>Manor, Texas 78653<br>Doc. 2008031946                                       |
| ④ Kyle Nguyen<br>1523 Bradbury Lane<br>Austin, Texas 78753<br>Doc. 2018138110                                           | ⑪ Layla Trust<br>2008 Heritage Well Lane<br>Pflugerville, Texas 78660<br>Doc. 2020009667                 |
| ⑤ John & Sandy Kerr<br>1301 Lost Creek Boulevard<br>Austin, Texas 78746<br>Doc. 2009185727                              | ⑫ Hua Wu & Zhang Lanfang<br>1552 Payton Falls Drive<br>Manor, Texas 78653<br>Doc. 2014104874             |
| ⑥ Aqua Water Supply Corporation<br>Attn: Property Tax Department<br>PO Box P<br>Bastrop, Texas 78602<br>Doc. 2009010572 | ⑬ Benny, Paul & Mark Gundy<br>1552 Payton Falls Drive<br>Austin, Texas 7854<br>Doc. 2009017772           |
| ⑦ GAB Manor, LLC<br>4517 Three Arrows Court<br>Cedar Park, Texas 78613<br>Doc. 2021161462                               | ⑭ Vladimir Haviar<br>15420 N FM Road 973<br>Manor, Texas 78653<br>Doc. 2009019842                        |

VICINITY MAP



RAGON SURVEY  
TRACT #63

Item 8.  
 Carlson, Brigrance & Doering, Inc.  
 FIRM ID #13791  
 Call Engineering 5501 West William Cannon Austin, Texas 78748  
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

**CBD**

CONCEPT PLAN (1" = 200')

SHEET	DESIGNED BY: CCB	DATE	OCT 2021
JOB NAME		PROJECT	
HOLLEY SMITH MANOR TRACT		PRELIMINARY CONCEPT	
JOB NUMBER	SHEET		
5411	1 OF 86		



March 31, 2022

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Project Name: KB Homes Subdivision  
Case Number: 2021-P-1379-CP  
Case Manager: Scott Dunlop  
Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Subdivision Concept Plan for the KB Homes Subdivision located near the intersection of N. FM 973 and Johnson Road, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.**

***Applicant:* Carlson, Brigrance & Doering, Inc.**

***Owner:* KB Home Lone Star, Inc.**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

KB Home Lone Star, Inc.  
10800 Pecan Park Blvd., Suite 200  
Austin, Texas 78750

Aqua Water Supply Corporation  
Attn: Property Tax Department  
PO Box P  
Bastrop, Texas 78602

Layla Trust  
2008 Heritage Well Lane  
Pflugerville, Texas 78660

Don & Jimmy Bayer  
1334 County Road 405  
Lexington, Texas 78947

Kenneth & Joyce Sprinkles  
15777 Anderson Road  
Manor, Texas 78653

Hua Wu & Zhang Lanfang  
15821 Anderson Road  
Manor, Texas 78653

Geraldine & Edward Wolf  
2868 County Road 267  
Cameron, Texas 76520

Vladimir Haviar  
15420 N FM Road 973  
Manor, Texas 78653

Benny, Paul & Mark Gundy  
1552 Payton Falls Drive  
Austin, Texas 78754

Kyle Nguyen  
1523 Bradbury Lane  
Austin, Texas 78753

Margaret & Emil Vorwerk  
PO Box 935  
Pflugerville, Texas 78691

John & Sandy Kerr  
1301 Lost Creek Boulevard  
Austin, Texas 78746

Manor Independent School District  
PO Box 359  
Manor, Texas 78653





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.

**BACKGROUND/SUMMARY:**

See attached explanations page.

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

- Zoning Ordinance
- Explanations page

**STAFF RECOMMENDATION:**

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

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

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS AND RESIDENTIAL LAND USE CONDITIONS; MODIFYING GENERAL DEVELOPMENT REGULATIONS FOR MULTI-FAMILY DISTRICTS; AMENDING NON-RESIDENTIAL USES IN NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICTS; AMENDING NON-RESIDENTIAL AND MIXED-USE LAND USE CONDITIONS; AMENDING NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS; AMENDING SINGLE FAMILY ATTACHED AND MULTI-FAMILY AND MIXED-USE ARCHITECTURAL STANDARDS; AND AMENDING NONCONFORMING STRUCTURES; PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

**WHEREAS**, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

**WHEREAS**, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

**WHEREAS**, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

**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 Code of Ordinances.** The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single

Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures; as provided for in Sections 3 through 12 of this Ordinance.

**SECTION 3. Amendment of Section 14.01.008 Definitions.** Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

- (a) The definition for “Church or rectory” is hereby amended in its entirety to read as follows:

*“Church or rectory See: Religious assembly.”*

- (b) The definition for “Construction and equipment sales, minor” is hereby amended in its entirety to read as follows:

*“Construction and equipment sales, minor means a building of structure used for the inside display, sale, rental, or storage of light machinery, including, but not limited to lawn mowers, tools, and other small machinery. This use also includes the sale of electrical, plumbing, and mechanical (HVAC) supplies and equipment.”*

- (c) The definition for “Drive Aisle” is hereby added in alphabetical order to read as follows:

*“Drive aisle means a circulation route for vehicular traffic through a parking lot, site or property, and may connect to a driveway.”*

- (d) The definition for “Drive Aisle, Major” is hereby added in alphabetical order to read as follow:

*“Drive aisle, major means a primary circulation route for vehicular traffic through a development which provides access to two (2) or more lots. Major drive aisles typically intersect with a public right-of-way or other major drive aisles.”*

- (e) The definition for “Dwelling (single-family attached)” is hereby amended in its entirety to read as follows:

*“Dwelling (single-family attached) See: Townhouse.”*

- (f) The definition for “Religious Assembly” is hereby amended in its entirety to read as follows:

*“Religious assembly means regular organized religious worship or religious education in a permanent or temporary building, as permitted in this Chapter. The use excludes private primary and secondary educational facilities, community recreational facilities, day care facilities, and park facilities as principle uses. A property tax exemption is prima facie evidence of religious assembly use.”*

**SECTION 4. Amendment of Section 14.02.006 Residential Land Use Conditions Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended as follows:

(a) The Residential Land Use and Conditions for “Single Family Attached (3 or more units) is hereby amended in its entirety to read as follows:

<p>Single Family Attached (3 or more units)</p>	<ul style="list-style-type: none"> <li>• When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure:                             <ul style="list-style-type: none"> <li>○ Maximum height, Minimum dwelling unit size, and Maximum units per structure.</li> </ul> </li> <li>• When constructed in a common development (same property) with Multi-Family structures, all setback types for the entire property follow the more restrictive standard.</li> <li>• Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.</li> </ul>
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**SECTION 5. Amendment of Section 14.02.007(b) General Development Regulations for MF-2** Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the following:

(a) Multi-Family 25 (MF-2) District “Exterior Side Setback to Residential” is revised to read as follows:

Exterior Side Setback to Residential (4)	1-story: 25’
	2-story: 50’
	3-story: 80’
	4-story: 80’

(b) Multi-Family 25 (MF-2) District “Rear Setback to Residential” is revised to read as follows:

Rear Setback to Residential (4)	1-story: 25’
	2-story: 50’
	3-story: 80’
	4-story: 80’

(c) Multi-Family 25 (MF-2) District “Maximum Height” is revised to read as follows:

Maximum Height	55'
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**SECTION 6. Amendment of Section 14.02.017(c) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts.** Section 14.02.017(c) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Offices, Showroom” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Showroom								P	P	P	

**SECTION 7. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions.** Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Offices, Warehouse” to read as follows:

Offices, Warehouse	<ul style="list-style-type: none"> <li>It is not located within 600 feet from the lot line of a SF-E, SF-1, SF-2, TF, or TH residential district measured along a straight line between the closest district boundary lines.</li> <li>Truck bays and loading docks are located perpendicular to the public right-of-way and on an interior side or rear elevation of the building, provided they do not abut a street or highway or a SF-E, SF-1, SF-2, TF, or TH residential district.</li> <li>Access is taken from a collector or higher classification roadway.</li> </ul>
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**SECTION 8. Amendment of Section 14.02.020(a) General Development Regulations for C-1.** Section 14.02.020(a) of the Zoning Ordinance is hereby amended to revise the Light Commercial (C-1) District “Maximum Height” is to read as follows:

Maximum Height	60'
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**SECTION 9. Amendment of Section 14.02.020(c) Non-Residential and Mixed-Use District Development Standards Table Notes.** Section 14.02.020(c) of the Zoning Ordinance is hereby amended to revise and add the following subsections:

(a) Subsection (2) is hereby amended and revised in its entirety to read as follows:

“(2) Institutional small (I-1), institutional large (I-2), general office (GO), light commercial (C-1), medium commercial (C-2), and heavy commercial (C-3) non-residential properties located within the historic district as defined in [section 14.02.031](#) shall have a minimum of sixty (60) percent front facade masonry and fifty (50) percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door

openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.”

(b) Subsections (3) and (4) are hereby added to read as follows:

“(3) Light Industrial (IN-1) and Heavy Industrial (IN-2) non-residential properties located within the historic district as defined in [section 14.02.031](#) shall have a minimum of forty (40) percent front facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

(4) On approval by the commission, NB and DB lots having approximately 5,750 square feet of lot area or less may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, fifteen-foot street side yard setback and fifteen-foot front yard setback. Lots owned by the same person may be combined into one building site.”

**SECTION 10. Amendment of Section 14.02.062(b)(13)(B) Single Family Attached Garage Standards.** Section 14.02.062(b)(13)(B) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(B) Dwelling units may have a garage face a public right-of-way (front-loaded) provided the garage does not face a collector or arterial road, the garage does not extend past the front facade of the dwelling unit, and the garage door(s) maintains an architectural theme of the unit. A dwelling unit within the same development, located across a local street, and facing an aforementioned front loaded dwelling unit, may also be front loaded.

(i) A front-loading garage, or the area including the garage door and four (4) feet around the garage door, whichever is wider, may occupy no more than sixty-five (65) percent of the unit’s linear frontage. Garage door areas that occupy fifty (50) percent or less shall include one element from the following list. Garage door areas that occupy between fifty-one (51) percent and sixty-five (65) percent shall contain at least three (3) elements from the following list:

- a. Integrated trim or banding around the garage door.
- b. Garage door relief detailing, including windows.
- c. Decorative hardware including hinges and handles.
- d. Single garage doors with a minimum ten-inch separation.
- e. Architectural roof above the garage.
- f. Other elements as approved by the building official.”

**SECTION 11. Amendment of Section 14.02.064(b)(16) Multi-Family Garage Standards.** Section 14.02.064(b)(16) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(16) Garage standards.

(A) When visible from street rights-of-way, garages shall be located on the side or behind the rear facades of the multi-family buildings.

(i) Alternatively, if visible from street rights-of-way, landscaping and walls shall be provided between the garages and the street right-of-way that at minimum meets the Bufferyard Standards of Section 15.03.023.

(B) When provided, the minimum garage dimensions are 12-foot by 20-foot (inside dimensions) per parking space.

(C) Garage structures shall have the same materials and mix as facades of the primary residential structure.

(D) Surface parking lots located within a setback adjacent to a residential use, excluding Multi-Family 15 (MF-1) and Multi-Family 25 (MF-2), shall not be permitted.

(i) Alternatively, single story structures containing garage spaces may be permitted between a multi-family structure and a residential use to buffer the multi-family parking area from the residential use.”

**SECTION 12. Amendment of Section 14.04.002(a) Nonconforming Structures.** Section 14.04.002(a) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(a) Normal repairs and maintenance may be made to a nonconforming building or structure; provided that no structure alterations shall be made except those required by law or ordinance or those necessary for installing or enclosing required sanitary facilities, such as toilets and bathrooms. Structure alterations include, but are not limited to, façade modifications beyond normal repairs and maintenance. Façade modifications beyond normal repairs and maintenance shall conform to all regulations of the district in which the structure is located.”

**SECTION 13. Construction**

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

**SECTION 14. Repealing all Conflicting Ordinances**

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**SECTION 15. Savings Clause**

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

**SECTION 16. Severability**

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

**SECTION 17. Open Meetings**

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

**SECTION 18. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED FIRST READING** this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of \_\_\_\_\_ 2022.



**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

## Zoning Code Amendments

### Section 3

- Clarified that the definition for “Church or rectory” is the same as “Religious Assembly”
- Added in “Construction and Equipment Sales, minor” that electrical, plumbing, and HVAC sales are included
- Added definitions for Drive Aisle and Drive Aisle, Major
- Clarified that the definition for “Dwelling (single-family attached) is the same as Townhouse
- Added in “Religious Assembly” definition that education facilities, community recreation, daycare facilities, and park facilities are excluded as principle uses.

### Section 4

- Removed from the Single Family Attached conditions the standard that Townhome areas within MF-1 or MF-2 zoned area be at the TH density of 12 units acre.
  - If a property is provided MF-1 (15 units/acre) or MF-2 (25 units/acre) then Townhomes built in those zoning districts could also be at that density rather than 12 units/acre

### Section 5

- Increased MF-2 to 4-stories
- Increased maximum height to 55’
  - Was 3-stories and 45’

### Section 6

- Added “Offices, Showroom” as a permitted use in C-2
  - It’s primarily a retail, sales tax generating use so would appropriate in C-2. It had just been in C-3 and IN-1

### Section 7

- Specified the residential districts that “Office, Warehouses” must be located 600’ or further away from.
  - Had been all residential districts. Now MF-1 and MF-2 are excluded and can be within 600’ of an Office, Warehouse

### Section 8

- Increased C-1 Light Commercial to 60’ to match C-2 and C-3
  - Had been 45’

### Section 9

- Pulled IN-1 and IN-2 out of the section with other non-residential uses that provided for masonry and created a separate section to provide masonry standards that are specific for IN-1 and IN-2 uses. This was set at 40% of the front façade, when we can enforce it.
  - It had been 60% and 50% overall, which on large 100,000 sf or larger industrial buildings is not necessary

- Added a new section that allows for NB and C-1 lots that are 5,750 sf (standard lot size in the older part of the city) to reduce their setbacks via Planning Commission approval.
  - This is already allowed for in residential districts but allowing it for NB and C-1 will help make development in the older part of the city easier for commercial projects

#### Section 10

- Updated the garage standards for Single Family attached (Townhomes)
  - The front façade garage percentage had been capped at 40%, but it was changed to mirror what is permitted for Single Family detached homes that allows them to go up to 65% with additional architectural detailing

#### Section 11

- Updated garage standards for Multi-Family (MF-1 and MF-2) to not make a certain percentage of the parking mandatory garage spaces.
  - The update provides mitigations IF garages are required, like bufferyards if they face a public right of way, minimum dimensions, and that single story detached garage structures can be an additional buffer to other residential uses
  - Prior code had 50% of the number of units had to be garage spaces and 50% of those had to be incorporated into the principle structure(s). For example, a 300 unit project would need 150 garage spaces and of that 75 had to be within the multi-family buildings themselves.

#### Section 12

- Updated the Nonconforming Structures sections to better clarify that modifying facades beyond normal maintenance requires the façade to meet our masonry standards, when we can enforce them.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance annexing 11.408 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner; approving an agreement for the provision of services for the annexed area and providing for other related matters.

**BACKGROUND/SUMMARY:**

There are two remnant tracts – a 2 acre and a 9.4 acre, that were not included when the rest of the tract was annexed in February 2008. The entire 85-acre tract is proposed to be zoned and developed so the owner is requesting the two previously unannexed areas to be annexed.

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

- Ordinance
- Exhibit B Ginsel Tract – Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

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

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

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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 11.408 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

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

**SECTION 2.** All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Tract One:

Being 2.00 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, said 2.00 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

ORDINANCE NO. \_\_\_\_

Page 2

Tract Two:

Being 9.408 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, said 9.408 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 6.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 9.** 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, Tex. Gov't. Code*.

**PASSED AND APPROVED FIRST READING** on this 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

**Page 3**

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

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

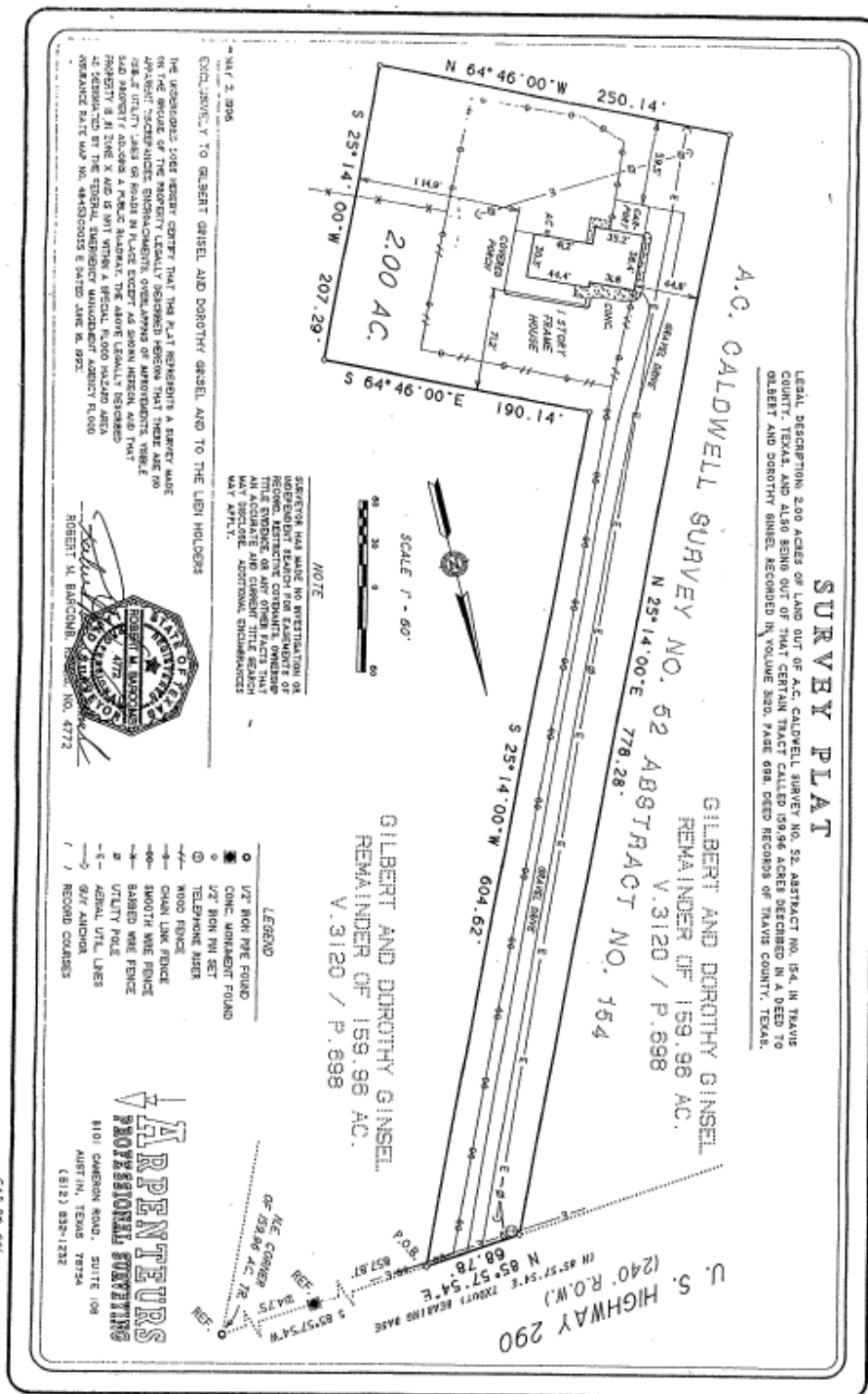
**Page 4**

**Exhibit "A"**

**ANNEXED PROPERTY DESCRIPTION  
+/- 11.408 Acres**



TRACT ONE



F I E L D   N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W. 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W. 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W. 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E. 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W. 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W. 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E. 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E. 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpenteurs Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232

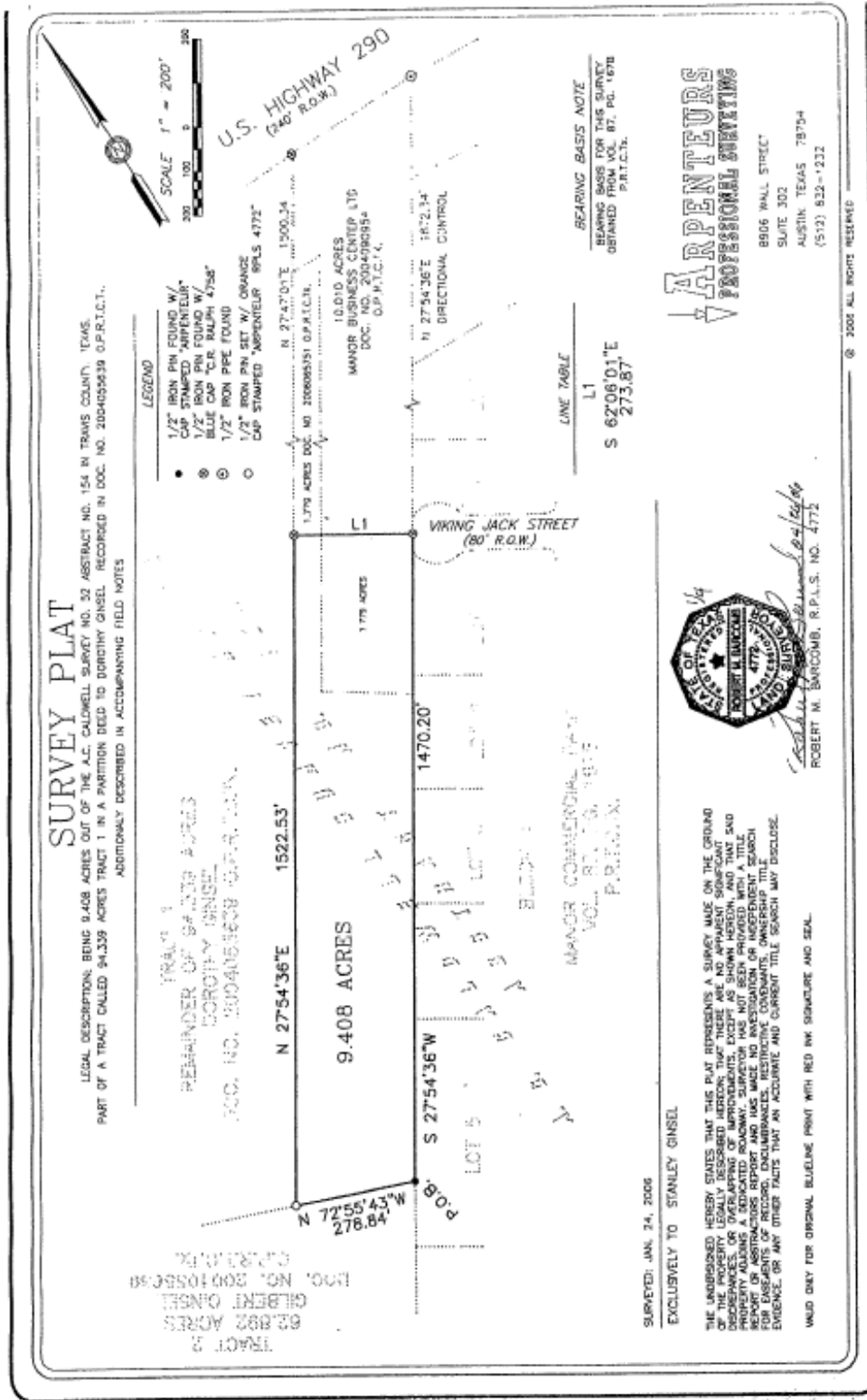


*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

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

**Page 7**

**TRACT TWO**



**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/2" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772"(set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/2" iron pin set with orange cup stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/2" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
Arpentours Professional Surveying  
8906 Wall Street, Suite 302  
Austin, Texas 78754  
(512) 832-1232  
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ORDINANCE NO. \_\_\_\_

Page 10

**Exhibit "B"**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Manor 290 Oz Real Estate, LP (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:



Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City

utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

LANDOWNER:

By: Jaini Inul

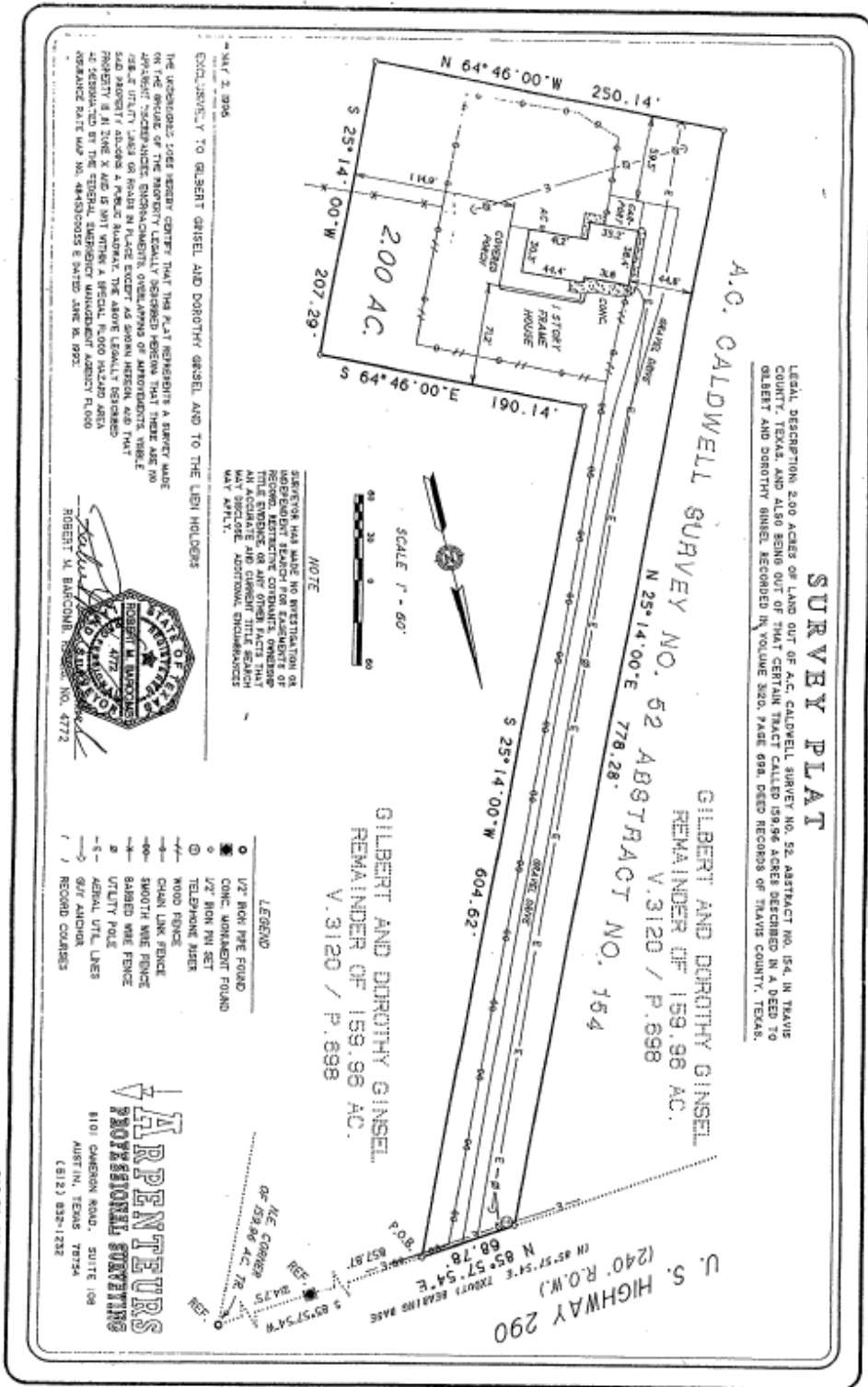
Name (print): SANTOSH ENUKONDA

Title: MANAGING MEMBER

Date: 5-APR-2022

**Subject Property Description**

# Tract One





F I E L D   N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W, 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E, 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W, 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W, 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E, 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

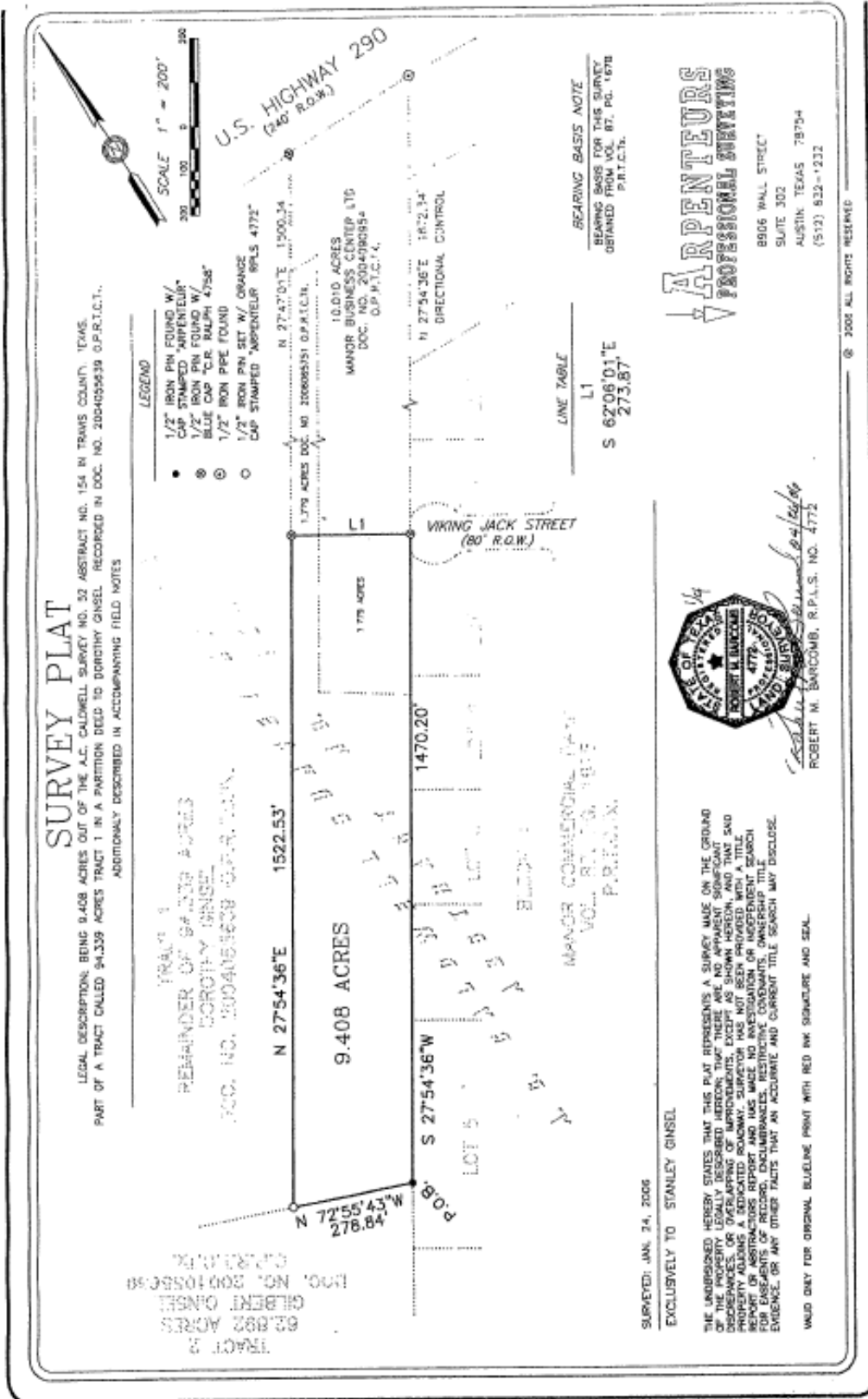
THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E, 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpentours Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

Tract Two



**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/4" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772" (set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/4" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/4" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
 Arpentours Professional Surveying  
 8906 Wall Street, Suite 302  
 Austin, Texas 78754  
 (512) 832-1232  
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### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- April 6, 2022, City Council Workshop – Charter Review; and
- April 6, 2022, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- April 6, 2022, City Council Workshop – Charter Review; and
- April 6, 2022, City Council Regular Meeting

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the April 6, 2022, City Council Workshop – Charter Review; and April 6, 2022, City Council Regular Meeting.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
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**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
CHARTER REVIEW  
APRIL 6, 2022**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Dunlop, Interim City Manager
- Lluvia T. Almaraz, City Secretary
- Paige Saenz, City Attorney

**WORKSHOP SESSION – 5:00 P.M.**

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:13 p.m. on Wednesday, April 6, 2022, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey let the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared to speak at this time.

## REGULAR AGENDA

### 1. Discussion of Previous Charter Elections

City Secretary Almaraz discussed previous Charter Elections.

### 2. Discussion of Home Rule Charter and Recommendations

Mayor Harvey discussed the attached Ordinance No. 578 regarding previous amendments.

The discussion was held regarding vacancies in council and special elections regulations.

The discussion was held regarding the following Sections.

- Article III. The City Council – Section 3.04 City Council Judge of its Members; and Section 3.06 Quorum and Attendance.

The discussion was held regarding clarification on Council attendance for meetings.

City Attorney Saenz clarified that the Excusal from Attendance was in placed under the City Council Rules of Procedure, Section 5 – Duties and Privileges of Council Members, Section 5.05. Excusal from Attendance.

The discussion was held regarding the attendance requirement recommendations to be added to the Charter to refer to the Council Rules of Procedures.

Mayor Harvey requested for Section 3.04 City Council Judge of its Members; and Section 3.06 Quorum and Attendance of the City Charter to reflect same language of the Rules of Procedure – Section 5 – Duties and Privileges of Council Members - Section 5.05. Excusal from Attendance.

- Article III. The City Council – Section 3.09 Compensation

The discussion was held regarding the clarification of council compensation.

The discussion was held regarding additional meetings council is currently attending.

The discussion was held regarding the removal of Section 3.09 Compensation from the Charter.

City Secretary Almaraz stated that City Attorney Saenz would propose some ballot language for Council to review on a later date to be voted on at that time regarding Section 3.09 Compensation.

- Article IV. The Authority and Limitations of the City Council – Section 4.01 Mayors; Section 4.02 Mayor Pro-Tem; and Section 4.05 Prohibitions.

Mayor Harvey requested for the same language to be added back into Section 4.01 Mayors.

Mayor Harvey requested for Section 4.02 Mayor Pro-Tem regarding term of appointment to be changed from one (1) year to two (2) year terms.

The discussion was held regarding clarification on Section 4.05 Prohibitions regarding Council giving orders directly to any city employee.

Mayor Harvey explained the operations of Council-Manager form of government.

- Article VII. Administrative Services – Section 7.01 City Manager; Section 7.04 Department Directors; and Section 7.07 City Secretary.

The discussion was held regarding clarification on who the City Manager reports too.

The discussion was held regarding the clarification of Section 7.04. Department Directors.

The discussion was held regarding Section 7.07. City Secretary regarding who City Secretary reports too.

Mayor Harvey requested for a survey to be presented to Council on how other City's Charter's state regarding the role of the City Secretary and who the position reports too.

The discussion was held regarding the clarification on Section 7.03 Administrative Department; and Section 7.05 Department Organization.

The discussion was held regarding the clarification on the Department Organizational Chart.

The discussion was held regarding clarification on Section 7.10 Municipal Court.

City Secretary Almaraz stated she would discuss with Court Administrator to clarify revisions proposed.

**3. Discussion of Future Topics.**

Mayor Harvey suggested the following Sections for review on the next meeting.

- Article III. The City Council - Section 3.05 Vacancies in Office
- Article VII. Administrative Services - Section 7.10 Municipal Court
- Article X. Planning and Development; Community Committees - Section 10.10 (correction on numbering)
- Article XIII. General Provisions - Section 13.05 Community Service Organizations; and Section 13.07 Succession

**4. Set Workshop Schedule**

Charter Review Workshop was set for May 4, 2022, at 5:00 p.m.

There was no further discussion.

**ADJOURNMENT**

The Workshop Session of the Manor City Council Adjourned at 6:50 p.m. on Wednesday, April 6, 2022.

These minutes approved by the Manor City Council on the 20<sup>th</sup> day of April 2022. *(Audio recording archived)*

**APPROVED:**

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

**ATTEST:**

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



**ORDINANCE NO. 578**

**AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON THE ADOPTION OF AMENDMENTS TO THE CHARTER OF THE CITY OF MANOR; PROVIDING FOR THE ELECTION TO BE CONDUCTED IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE RESOLUTION CALLING THE 2020 GENERAL ELECTION; AND RELATED MATTERS.**

**Whereas**, the Charter Review Commission studied and reviewed the City Charter of the City of Manor, and made recommendations for the amendment of the City Charter;

**Whereas**, the City Council desires to submit to the voters the charter amendments set forth herein; and

**Whereas**, the City Council is contracting with the Travis County Elections Officer to hold and conduct the election for the City (the "Election Agreement"), and such election may be held as a joint election;

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

**SECTION 1:** A special election is ordered to be held in the city on Tuesday, November 3, 2020, for the purpose of submitting to the qualified voters of the city propositions on whether the Charter of the City of Manor should be amended. The special election shall be held and conducted by the Travis County Elections Officer, pursuant to a contract authorized by state law, and such election may be held as a joint election with Travis County and/or any other government jurisdiction contracting with Travis County therefore and located within the same territory as the City. The proposed amendments shall take effect upon their adoption and the entering of an order by the City Council declaring the amendments adopted. The proposed amendments affect only the Articles and sections listed below and submitted for amendment to read as follows (with proposed new language being underlined, bolded, and italicized and language proposed to be removed is struck through):

**Article I  
Incorporation, Form of Government and Powers of the City**

**Section 1.07. – Annexation and Disannexation.**

The council may by ordinance unilaterally annex or disannex any land, property or territory upon its own initiative, upon a petition submitted by a majority of the voters residing within the territory being annexed or disannexed or upon petition by the owners of the property, ***as authorized by applicable law***. The procedure for the establishment, modification or extension of the city boundaries, including the annexation or disannexation of territory, may not be inconsistent with any applicable requirements and limitations established by state law; provided that absent procedures being established by state law the action may be taken by

ordinance adopted after one public hearing is held at least ten but not more than 20 days after notice of such public hearing is published in a newspaper of general circulation in the city and posted on the City's website. Upon final passage of an ordinance, fixing, establishing or modifying the boundaries of the city or annexing or disannexing any property by any method prescribed herein, the boundaries of the city shall be so extended or modified as provided in such ordinance. Upon an ordinance annexing property into the city, the territory described in the ordinance shall become a part of the city, and the said land and its residents and future residents shall be bound by the acts, ordinances, codes, resolutions and regulations of the city.

A good and sufficient legal description of the land area being considered for annexation or disannexation, together with a map or plat prepared at the initiator's expense showing the location of such land area, shall be presented to the council at a public meeting prior to final action on such annexation or disannexation. Land disannexed from the city shall not be relieved from any unpaid lawful assessments or taxes levied by the city against the property while such land or property was a part of the city.

**Article II.  
Boundaries of the City**

**Section 2.01. – Boundaries.**

The boundaries and limits of the city shall, until changed in the manner herein provided, be the same as have heretofore been established and as exist on the date of the adoption of this charter. The boundaries and territorial limits of the city may from time to time by ordinance be fixed, decreased, modified or extended, and property may be annexed into the city or disannexed from the city, with or without the consent of any voter or of any landowner in the affected area, unless consent is required by applicable law.

**Article III.  
The City Council**

**Section 3.01. - Governing Body.**

**(a)** The governing body of the city shall be a city council composed of six council members and a mayor, each elected for four years pursuant to the transition schedule in subsection (c), ~~each elected for a term of two years~~. When used in this charter or any other city document "council person" or "council member" includes the mayor unless the context indicates otherwise.

**(b)** The mayor shall be elected from the city at large. The council members shall be elected from the city at large, by Place. Each seat on the council, except for the position of mayor, will be numbered, as Place 1 through Place 6. The council member occupying a particular seat will be identified by the Place number assigned to that council seat. ~~The mayor and the three council members occupying Places 1, 3, and 5 shall be elected in odd numbered years and the three council members occupying Places 2, 4, and 6, shall be elected in even numbered years. The candidate who receives the largest number of votes for a particular office shall be declared elected for that office.~~

(c) Beginning with the November 2021 general election, the council shall transition to four-year terms as provided in this subsection.

(1) The candidates elected to Places 2, 4, and 6 in the November 2020 general election shall serve two-year terms.

(2) For the November 2021 general election, the Mayor and Places 1, 3, and 5 will be elected for three-year terms.

(3) For the November 2022 general election, Places 2, 4, and 6 will be elected to four-year terms.

(4) For the November 2024 general election, the Mayor and Places 1, 3, and 5 will be elected for four-year terms.

(5) Thereafter, the candidates elected to the city council in the November general election will be elected to four-year terms.

### **Section 3.02. –Term Limitations.**

(a) The mayor and council members shall be elected in the manner provided in Article V of this charter to serve for no more than three consecutive terms. A partially served term shall count as a term for the purposes of this subsection. Terms served as council member shall be considered separately from those served as mayor. However, no person may serve more than six consecutive terms as mayor and council member. After completing three consecutive terms, a person may again run for office after one full year of not holding any appointed or elected position on the council. Non-consecutive terms shall not be limited. Terms served prior to the adoption of this charter shall not be considered for the purpose of term limitations.

### **[SECTION 3.05 IF BOTH PROPOSITION B AND D PASS]**

### **Section 3.05. - Vacancies in Office.**

- (a) The office of mayor or council member shall become vacant as provided in Section 3.10, or upon death, resignation, removal from office of the incumbent, or, for individuals elected to office, failure to take the oath of office by the first regular city council meeting following the canvass of the election at which the individual receives a plurality majority vote, or, for individuals appointed to office, by the first meeting following the individual's appointment. ~~Any vacancy or vacancies, whether in the office of mayor or council member, may be filled by special election called for such purpose or by the majority of the remaining council members appointing a qualified person to fill the vacancy. All appointees to vacancies shall serve for the remainder of the unexpired term of the office so filled.~~
- (b) A vacancy for an unexpired term that exceeds twelve months, that occurs when two places on council have been filled by appointment, or that occurs in the office of mayor, shall be filled by special election called for such purpose. The date for a special election to fill a vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as

required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard to the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.

- (c) If a vacancy occurs for an unexpired term of twelve months or less for a position other than the mayor when there are less than two place on council filled by appointment, then the vacancy may be filled by either special election called for such purpose or by the majority of the remaining council members appointing a qualified person to fill the vacancy. Vacancies filled by appointment must be filled within forty-five days from the date the vacancy occurs.
- (d) All appointees or persons elected to vacancies as provided in this section shall serve for the remainder of the unexpired term of the office so filled.

**[SECTION 3.05 IF PROPOSITION B PASSES AND PROPOSITION D FAILS]**

**Section 3.05. - Vacancies in Office.**

- (a) The office of mayor or council member shall become vacant as provided in Section 3.10, or upon death, resignation, removal from office of the incumbent, or, for individuals elected to office, failure to take the oath of office by the first regular city council meeting following the canvass of the election at which the individual receives a plurality majority vote, or, for individuals appointed to office, by the first meeting following the individual's appointment. ~~Any vacancy or vacancies, whether in the office of mayor or council member, may be filled by special election called for such purpose or by the majority of the remaining council members appointing a qualified person to fill the vacancy. All appointees to vacancies shall serve for the remainder of the unexpired term of the office so filled.~~
- (b) A vacancy shall be filled by special election called for such purpose. The date for a special election to fill a vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law; provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard to the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.
- (c) All persons elected to vacancies as provided in this section shall serve for the remainder of the unexpired term of the office so filled.

**Section 3.09 - Compensation.**

The mayor shall not be paid and each other council member shall not be paid. The mayor shall be paid one hundred fifty dollars and each council member shall be paid seventy-five dollars for each city council meeting attended each month, up to a maximum of two per month. They The mayor and council members shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of official duties, as budgeted and duly authorized. No staff or assistant shall be provided for any member of the council.

**Section 3.10. - Automatic Resignation.**

The office of mayor or council member shall become vacant upon such member's announcement of candidacy or becoming a candidate in any general, special, or primary election, or any office of profit or trust under the laws of the State of Texas or the United States other than the office then held, at any time during the member's term, and ~~when the unexpired term of the office then held exceeds one year and 30 days, [and]~~ such announcement or such candidacy shall constitute an automatic resignation of the office then held. The city council may not appoint a person who vacates his or her place on council under this subsection to fill the resulting vacancy.

**Article IV. The Authority and the Limitations of Council****Section 4.01. - Mayor.**

The mayor serves as the ceremonial head of the city and shall preside at all meetings of the council and provide the leadership necessary to good government. He or she shall work with the council to obtain legislation in the public interest and with the city manager to ensure the same is enforced and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city, sign all ordinances and resolutions, work and coordinate with the city manager and the council, but may not bind or obligate the city in any way without prior authorization from the council and to the extent provided by state law in time of declared emergency, may ~~take command of the police and~~ govern the city by proclamation, ~~maintain order and enforce all laws;~~ provided that the mayor must immediately call for an emergency meeting of the city council to consider the appropriate actions for the city during the emergency; and perform ceremonial duties.

**Article V. Elections****Section 5.01. - Notice and Order for Elections.**

City elections shall be ordered and notice thereof given as provided in the Texas Election Code. The council shall establish the procedures and order elections except as provided therein. If not otherwise provided for by state law, all elections shall be ordered at least 62 days prior to the date of election and notice shall be given by publication and posting on the City's website not more than 30 days and not less than 20 days immediately preceding the date of election. Notice of election shall be published in a newspaper published within the city, and if there be no such publication, notice shall be published in a newspaper of general circulation within the city.

**Section 5.02. - General Elections.**

(a). Beginning with the general election to be held in 2016 and for each successive general election, the general city election shall be held annually on the uniform election date in November.

(b) Beginning in November 2021, the mayor and council members are elected by majority plurality vote.

~~(b). The terms of office for the members of the city council elected to Places 2, 4, and 6 in May 2014 shall be extended until their respective successors qualify for office following the November 2016 election. The terms of office for the mayor and the members of the city council elected to Places 1, 3, and 5 in May 2015 shall be extended until their respective successors qualify for office following the November 2017 election.~~

**Section 5.08. - Voters and Voting.**

Every registered voter who has been a resident of the city for the period of time required by state law~~30 days or more~~ prior to the date of the election shall be entitled to vote in city elections. Early voting and the hours the polls are open shall be as established by state law, or absent state law providing therefor, as established by ordinance.

**Section 5.09. - Election Results.**

The mayor and council members are elected by majority plurality vote. No measure shall be adopted except by a majority vote and a tie vote shall defeat the measure.

Section 5.11. Run-Off Election. If no candidate for an elective office receives a majority of the votes cast for that position in the regular or special election, a run-off election shall be held between the two (2) candidates who received the greatest number of votes. Such run-off election shall be held in accordance with State election laws on a Saturday within the period set by state law for holding runoff elections. The candidate receiving the highest number of votes cast for the office in the run-off election shall be declared elected.

**Section 5.12.11. - Term of Office.**

The mayor and each council member shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the council members shall commence on the first regular council meeting following the canvass of the election at which they receive a majority plurality vote. The remaining term of a member of council elected at a special election shall commence on the first regular council meeting after the canvass of votes for the election at which they receive a majority plurality of the votes cast for the office.

## Article VI. Initiative and Referendum

### Section 6.03. - Referendum.

The people of the city shall have the power to require reconsideration by the council of any adopted ordinance regarding any issue that would be a proper subject for an initiative, ~~and if~~ If the council fails to repeal an ordinance so reconsidered, the people shall have the power to approve or reject the ordinance at an election. Such power does not extend to the budget; capital expenditures; levy of taxes; any bonds, certificates of obligation or any similar obligations; zoning; annexation; or any rates, fees and charges; provided that tax increases shall be subject to petition as provided by state law.

### Section 6.10. - Procedure and Results of Election.

Not more than 30 and not less than 15 days prior to the special election, the city secretary shall cause the proposed or referred ordinance to be published in its entirety at least once in a newspaper of general circulation in the city and posted on the city's website until the date of the election.

The ballots used when voting upon such proposed and referred ordinances shall set forth the nature of the ordinance sufficiently to identify the ordinance and shall also set forth a proposition as provided in this charter. If a majority of the qualified voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances adopted by the council. If conflicting ordinances are approved at the same election, the ordinance receiving the greatest number of affirmative votes shall prevail.

An ordinance adopted by initiative may not be repealed or amended at any time prior to the expiration of two years from the date of its adoption, except at an election held for such purpose or such amendment being approved by the council by not less than six affirmative votes.

If a majority of the qualified voters on a referred ordinance vote against the ordinance, it shall be considered repealed upon certification of the election results. If a majority of the qualified voters voting on a referred ordinance vote for the ordinance, it shall be upheld; in such event, [it] may not again be the subject of a petition within 12 months following the date of such election.

## Article VII. Administrative Services

### Section 7.08. - Public Works Department.

There will shall be established a public works department to administer, supervise and coordinate the construction and maintenance of the streets, parks, water/wastewater and thoroughfares, the drainage system, and all public property and equipment not the responsibility of another department. The department will shall have and be responsible for other duties, projects and works as provided by ordinance or assigned by the city manager.

The director of public works will shall administer and manage the department. The director of such department is appointed and removed by the city manager.

**Section 7.11. - Human Resources.**

The office of Human Resources will be established. The city shall be an equal opportunity employer and the service of each officer and employee shall be "at will". The administration of human resources of the city shall be governed by written rules and regulations to be known as "Personnel Policies". The city manager or his or her designee shall prepare such policies and recommend their adoption to the council. Such policies shall not be inconsistent with this charter and will become effective when approved by the council by ordinance. All policies so adopted and not inconsistent with this charter shall have the force and effect of law.

**Article VIII. Finance**

**Section 8.05. - Budget Process and Adoption.**

The city manager is responsible for the timely preparation and presentation of the budget, and shall present his or her recommended or draft budget to the city council no later than 60 days prior to October 1st of each year. In the absence of the truth-in-taxation calculations being provided in advance of the sixtieth day, the city manager shall provide a draft budget and a recommended budget not less than ten days following receipt from Travis County of the calculations, if after the sixtieth day before October first (1st). The proposed budget shall become a public document and record when presented to the council. From and after its receipt of the budget, the city council shall:

- (a) At the first council meeting for which timely notice may be given, cause to be posted in city hall and on the City's website a general summary of the proposed budget and a notice stating the time and places where copies of the budget are available for public inspection; of a public hearing on the budget; and such other public hearings as are required by state law.
- (b) After public hearing(s) the council may adopt the budget with or without amendment. The council may amend the proposed budget to add, increase, decrease or delete any programs or amounts, except expenditures required by law or for debt service; provided that no amendment shall increase the authorized expenditures to an amount greater than the total of estimated funds available from all sources.
- (c) The budget shall be finally adopted by ordinance not later than September 30th; provided that if the council takes no final action on or prior to such day, the budget as submitted by the city manager is deemed to have been finally adopted by the council.

**Section 8.11. - Bonds and Financial Obligations.**

The council may by ordinance authorize the issuance of any tax or revenue bonds, refunding bonds, certificates of obligation, warrants, notes, certificates of participation, tax anticipation notes or other evidence of indebtedness or obligation, for any permanent public improvement or any emergency, or any other public purpose not prohibited by law, subject only to the following limitations:



- (a) No general obligation bonds, other than refunding bonds, shall be issued except as approved by a majority vote at an election held for such purpose;
- (b) No indebtedness or obligation shall be issued except in compliance with the requirements of state law;
- (c) No form of indebtedness other than general obligation bonds approved by public vote may be issued without public notice and a public hearing being held in compliance with state law; the published notice, published in a newspaper of general circulation in the city and posted on the city's website, must clearly summarize the relevant statutory provisions providing for a petition and election, if any; and
- (d) The authorization for bonds authorized but not issued shall expire ten years after the date of authorization.

### Article X. Planning and Development; Community Committees

#### Section 10.07. - ~~Planning and Development Services Department.~~

The city council ~~will may~~ create by ordinance such department(s) as necessary to provide technical and administrative support in the areas of planning, growth management and land development, or the city manager may assign such duties to any other department or officer of the city. The director of such department is appointed and removed by the city manager.

The department of Development Services will be established. The director of planning will administer and manage the department and will have and be responsible for the duties, projects and works as provided by this charter, ordinance, or as assigned by the city manager. The director of such department is appointed and removed by the city manager

Section 10.10. Community Committees. The following community committees are hereby established. The City Council shall adopt an ordinance providing for the membership, qualifications, terms, duties, and other matters determined appropriate by the City Council regarding the committees.

- (a) Community Collaborative Committee. The community collaborative committee shall serve to promote communication between the City and the community on issues affecting the City as a whole. The community collaborative committee shall include representatives from the City's homeowners' associations, community non-profit associations, the school district, charter schools, and other members of the community as determined appropriate by the City Council.
- (b) Economic Development Committee. The economic development committee will be made up of representatives from the City, the local business community, and other persons determined appropriate by the City Council. The economic development committee shall serve as a resource for marketing the City and promoting the economic development of the City.
- (c) Public Safety Committee and Community Advisory Committee. The public safety committee shall serve to provide input on the programs and activities of the Police Department and other areas of public safety and to assist in bridging relationships between the community and local police, fire, EMS and to provide direction in matters of public safety. The committee will be made up of members of city council and city

staff, and additional members of the community if determined appropriate by the City Council. The public safety committee shall recommend for appointment by the city council persons to serve on a community advisory committee. The community advisory committee shall receive input from the community on ideas, areas of concern, and complaints regarding public safety matters, and shall perform other functions established by the City Council by ordinance.

- (d) Emergency Management Committee. The emergency management committee shall serve to coordinate and integrate activities and capabilities needed to mitigate against, prepare for, respond to, and recover from emergencies, declared disasters or hazards. The committee will be made up of members of city council and city staff, and additional members of the community if determined appropriate by the City Council.

## Article XI. Public Utilities, Franchises and Contracts

### Section 11.02. - Franchises.

The council shall have the power and authority to grant franchises for the use and occupancy of streets, avenues, alleys and any and all public property belonging to or under the control of the city. Except as specifically authorized and provided otherwise by state law, no individual, organization, entity, political subdivision, corporation, public utility or any provider of public service shall provide any service within the city requiring the use or occupancy of any street, public right-of-way or property without first being granted a franchise or permit to use such city facilities. The franchise ordinance or permit shall fully describe the terms of the agreement, and regardless of the title given, shall be subject to the terms of this Article. The terms of such agreements shall be explicit so as to protect the interests of the citizens and shall include but not be limited to the terms prescribed in this charter. No franchise ordinance or permit shall be passed except on two readings held after a public hearing for which ten days' notice is given in a newspaper of general circulation in the city and posted on the City's website, unless applicable state or federal law requires the issuance of the franchise or permit within a specific time period, in which case the franchise ordinance or permit will be approved in accordance with the procedures established by ordinance.

## Article XII. Ethics and Conflicts

### Section 12.01. - Ethics Commission.

The city council shall adopt, and periodically modify and amend, an ordinance providing an ethics policy and code of conduct applicable to the officers, employees, boards and commission members of the city. An ethics commission composed of a minimum of five qualified voters of the city shall be established to advise the council on the content and requirements of the ethics policies and ordinance and to hear and decide complaints filed pursuant to such policies and ordinance. The council shall receive applications from and interview persons interested in serving on the ethics commission. After concluding the interview process, each Each council member has the right to recommend appointment of qualified citizens to serve, subject to the approval by vote of the council. Should the council approve a seven member ethics commission, each council member shall appoint one member to the commission, subject to the approval by vote of the council. If a sufficient number of qualified voters do not apply to fill vacancies on the commission, the council may appoint up to two residents of the extraterritorial jurisdiction to serve on the ethics commission. The

council may not appoint any person related to a member of the council within the first degree of consanguinity or affinity. The members of such commission are appointed, supervised and removed by the city council and shall meet upon a complaint or grievance being filed or at the request of the council or the city manager. The ethics commission has authority and power to investigate complaints; gather and hear evidence; issue and enforce subpoenas to compel the attendance of witnesses and collection and presentation of any evidence or documents; decide ethics complaints based on the information and facts submitted; issue written opinions; issue verbal or written reprimands and to admonish; and in appropriate circumstances, to recommend to the city council and/or the city manager as appropriate more severe disciplinary action, including removal, termination, civil litigation or criminal charges. The ethics commission shall be advised by independent legal counsel nominated by the city attorney and appointed by the council.

**Section 12.04. - Conflict of Interest.**

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, or a family member related to the officer or employee within the first degree of consanguinity or affinity, 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.

**Article XIII. General Provisions**

**Section 13.06. - Public Records.**

All public records of every office, department, or agency of the city, that are not subject to a privilege against disclosure that is recognized by state or federal law are open to inspection by the public all reasonable times in accordance with state law and the policies and procedures established by the City that are consistent with state law; provided that the following records shall not be considered public records for the purpose of this section:

- ~~(a) records that may be closed to the public pursuant to state law;~~
- ~~(b) records that are attorney-client privileged;~~
- ~~(c) records that regard a competitive bid or proposal that has not been finally awarded;~~
- ~~(d) records that regard the active negotiation of a contract or pending acquisition of property;~~
- ~~or~~
- ~~(e) records that that include information that is protected by a right of privacy established by statute or constitution.~~

**Section 13.07. - Succession.**

If four or more positions on the city council become vacant at any time due to disaster or an event that results in the death or inability to serve of four or more members, the mayor, mayor pro-tem, majority of the surviving members of council, or if there be but one, any surviving member, may call a special election to fill the vacant positions. In such event, pending the election, if there are three surviving members of the city council, they constitute a

quorum. If there are not at least three surviving members, the following officers of the city in the order listed shall serve with the surviving members of the council on an interim basis as necessary to result in a four-member quorum:

- (a) the chair of the planning and zoning commission;
- (b) the vice chair of the planning and zoning commission;
- (c) the city manager;
- (d) the chief of police;
- (e) the city secretary; and
- (f) the finance director; and**
- ~~(g)~~ **(g)** the director of public works.

If such surviving officers not be sufficient in number to constitute a quorum, the remainder shall constitute a quorum until the officers elected at the special election take office.

### **Section 13.08. - Charter Review.**

The council will ~~shall~~ review the charter every two years to determine if any amendment should be considered. The council will ~~shall~~ appoint a charter review commission, consisting of seven qualified voters of the city, at least every fifth year. The terms of each charter review commission will ~~shall~~ be six months and such commission will ~~shall~~ review, hold hearings upon and make recommendations for the amendment, if any, of this charter. Any resulting charter elections will ~~shall~~ be noticed and held in compliance with state law.

**SECTION 2.** Notice of the election shall be given and the election shall be held in compliance with the provisions of the Texas Election Code and Chapter 9, Texas Local Government Code, in all respects. The ballot propositions for the special election shall comply with the Tex. Elec. Code and be in the form provided by the City to the Travis County Elections Officer for use on the voting devices and ballots used by Travis County; provided that the official ballot shall be prepared in such a manner as will permit the voters to vote "For" or "Against" each proposition submitted, with the propositions to be expressed on the official ballot in a form substantially as follows:

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR PROPOSITION L**  
**Human Resources**

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No

**CITY OF MANOR 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                      \_\_\_\_\_ No



**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**CITY OF MANOR 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      \_\_\_\_\_ No

**SECTION 3.** The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City and the election precincts are in accordance with the City Charter.

**SECTION 4.** Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall not later than the twenty-first (21st) day before the election, provided that Exhibit A may be made available in the office of the City Secretary for review upon request, and by publishing said Notice of Election on the same day in each of two successive weeks, with the first such publication occurring before the fourteenth (14th) day before the date of the election. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.


**SECTION 5.** The elections shall be held and conducted by the Travis County Election Officer in compliance with state law, the City Charter, the Election Agreement, and the resolution calling the 2020 general election except where it clearly conflicts with this Ordinance; provided that Chapter 9, Texas Local Gov’t Code shall apply to the special election. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

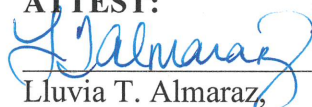
**SECTION 6.** The City Council finds and declares the adoption, passage and implementation of this ordinance is an emergency and necessary for the preservation and protection of the citizens.

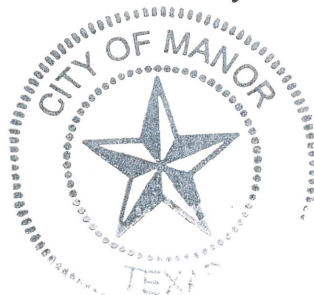
**SECTION 7.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED** on this the 5<sup>th</sup> day of August 2020.

**THE CITY OF MANOR, TEXAS**

  
\_\_\_\_\_  
Dr. Larry Wallace Jr.,  
Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Luvia T. Almaraz,  
City Secretary





**CITY COUNCIL  
REGULAR SESSION MINUTES  
APRIL 6, 2022**

**PRESENT:**

Dr. Christopher Harvey, Mayor (Absent)

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

- Scott Dunlop, Interim City Manager
- Lluvia T. Almaraz, City Secretary
- Veronica Rivera, Assistant City Attorney
- Pauline Gray, P.E. City Engineer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Pro Tem Hill at 7:08 p.m. on Wednesday, April 6, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Hill led the Pledge of Allegiance.

**PUBLIC COMMENTS**

Robert Battaile, 502 E. Eggleston Street, Unit A, Manor, Texas spoke in regard to his recommendations to Council for Charter Review Amendments.

No one else appeared at this time.

## REPORTS

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

### A. Fall 2021 Flow and Rainfall Monitoring Project Report

City Engineer Pauline Gray and Gary Beck, P.E with George E. Butler & Associates presented the attached Power Point presentation regarding the findings for the 2021 Flow and Rainfall Monitoring Project.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on proposed assessments to be levied against the assessable property with Improvement Area #1 of the Lagos Public Improvement District, pursuant to the provisions of Chapter 372 of the Texas Local Government Code to pay costs for certain improvements that will confer a special benefit to Improvement Area #1 of the District.**

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

Mayor Pro Tem Hill opened the public hearing.

City Attorney Rivera discussed the proposed assessments to be levied against the assessable property with Improvement Area #1 of the Lagos Public Improvement District.

Pete Dwyer, 9900 Highway 290 E., Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

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

There was no further discussion.

**Motion to close carried 5-0**

## CONSENT AGENDA

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

- **March 12, 2022, City Council Workshop Committees; and**
- **March 16, 2022, City Council Regular Meeting**

- 3. Second and Final Reading: Consideration, discussion and possible action on an ordinance rezoning Manor Commons East for a Planned Unit Development Amendment for 149.247 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.**

Ordinance No. 641: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Repealing and Replacing Exhibit “A” to Amend the Manor Commons East Planned Unit Development (PUD); Making Findings of Fact; and Providing for Related Matters.

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

There was no further discussion.

**Motion to approve carried 5-0**

#### **REGULAR AGENDA**

- 4. Consideration, discussion and possible action on the First Amendment to Development Agreement (Lagos).**

The city staff recommended that the City Council approve the First Amendment to Development Agreement (Lagos).

Pete Dwyer, 9900 Highway 290 E., Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

City Attorney Rivera discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve the First Amendment to Development Agreement (Lagos).

There was no further discussion.

**Motion to approve carried 5-0**

- 5. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.**

The city staff recommended that the City Council approve Resolution No. 2022-06 authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.

Pete Dwyer, 9900 Highway 290 E., Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

City Attorney Rivera discussed the proposed agreement.

Resolution No. 2022-06: A Resolution of the City of Manor, Texas Approving and Authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve Resolution No. 2022-06 authorizing the Lagos Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement.

There was no further discussion.

**Motion to approve carried 5-0**

- 6. Consideration, discussion, and possible action on an ordinance of the City of Manor Making a Finding of Special Benefit to the Property in the Lagos Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #1 of the District; Approving an Assessment Roll for Improvement Area #1 of the District; Levying Assessments Against Property Within Improvement Area #1 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #1 of the District; Approving an Amended and Restated Service And Assessment Plan; Approving a Landowner Agreement; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.**

The city staff recommended that the City Council approve Ordinance No. 642 as set forth in the caption above.

Pete Dwyer, 9900 Highway 290 E., Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Robert Hayslip with P3 Works, submitted a speaker card; however, he did not wish to speak but was available to answer any questions posed by the City Council.

City Attorney Rivera discussed proposed ordinance.

Ordinance No. 642: An Ordinance of the City of Manor Making a Finding of Special Benefit to the Property in Improvement Area #1 of The Lagos Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #1 of the District; Approving an Assessment Roll for Improvement Area #1 of The District; Levying Assessments Against Property Within Improvement Area #1 of the District; Providing for Payment of The Assessments; Providing for Penalties and Interest On Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #1 of the District; Approving an Amended and Restated Service and Assessment Plan; Approving a Landowner Agreement; Providing for Related Matters in Accordance With Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve Ordinance No. 642 as read and presented on Item No. 6.

There was no further discussion.

**Motion to approve carried 5-0**

**7. Consideration, discussion and possible action on the Third Amendment to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District.**

The city staff recommended that the City Council approve the Third Amendment to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District.

City Attorney Rivera discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Wallace, to approve the Third Amendment to the Restated, Revised and Amended Agreement Regarding the Creation and Operation of the Presidential Glen Municipal Utility District.

There was no further discussion.

**Motion to approve carried 5-0**

**8. Consideration, discussion, and possible action on a Resolution accepting the petition for voluntary annexation of 11.408 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing.**

The city staff recommended that the City Council approve Resolution No. 2022-07 accepting the petition for voluntary annexation of 11.408 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing on April 20, 2022.

Interim City Manager Dunlop discussed the proposed petition.

Resolution No. 2022-07: A Resolution of the City of Manor, Texas, Accepting the Petition for Annexation of 11.408 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters.

Interim City Manager Dunlop clarified that the public hearing is on April 20, 2022. He requested for the Resolution to be revised with correct date.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to approve Resolution No. 2022-07 accepting the petition for voluntary annexation of 11.408 acres, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits and setting a date for a public hearing on April 20, 2022.

There was no further discussion.

**Motion to approve carried 5-0**

**9. Consideration, discussion and possible action on the First Amendment to the Development Agreement (Holley/Smith – KB Home).**

The city staff recommended that the City Council approve the First Amendment to the Development Agreement (Holley/Smith – KB Home).

City Attorney Rivera discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve the First Amendment to the Development Agreement (Holley/Smith – KB Home).

The discussion was held regarding clarification of the cap amount.

There was no further discussion.

**Motion to approve carried 5-0**

**10. Consideration, discussion, and possible action on a construction contract for the FY2021 Capital Metro Paving Improvements Project.**

The city staff recommended that the City Council approve and award the Base Bid, Alternate Bid A and Alternate Bid B for the FY2021 Capital Metro Paving Improvements Project to Forsythe Brothers Infrastructure, LLC in the amount of \$888,149.75

City Engineer Gray discussed the proposed construction contract.



**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno, to approve and award the Base Bid, Alternate Bid A and Alternate Bid B for the FY 2021 Capital Metro Paving Improvements Project to Forsythe Brothers Infrastructure, LLC in the amount of \$888,149.75

Interim City Manager Dunlop clarified locations of the paving improvements.

The discussion was held regarding the timeline of completion for the project.

There was no further discussion.

**Motion to approve carried 5-0**

**11. Consideration, discussion, and possible action to award a Professional Services Contract for a Space Needs Assessment and Facilities Master Plan to PGAL, Inc.**

The city staff recommended that the City Council approve and award a Professional Services Contract for a Space Needs Assessment and Facilities Master Plan to PGAL, Inc.

Robert Battaile, 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card in support of this item. He requested for the addition of parks amenities to be added to the Space Needs Assessment.

Interim City Manager Dunlop clarified the purpose of the Space Needs Assessment and Facilities Master Plan.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to approve and award a Professional Services Contract for a Space Needs Assessment and Facilities Master Plan to PGAL, Inc.

There was no further discussion.

**Motion to approve carried 5-0**

**12. Consideration, discussion and possible action on approving and adopting the new City Council Vision Statement for the City of Manor.**

The city staff recommended that the City Council approve and adopt the new vision statement for the City of Manor as follows: *The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive.*

Robert Battaile, 502 E. Eggleston Street, Unit A, Manor, Texas, submitted a speaker card in opposition to this item. He expressed his disagreement with the proposed vision statement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve and adopt the new vision statement for the City of Manor as follows:  
*The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive.*

There was no further discussion.

**Motion to approve carried 5-0**

Mayor Pro Tem Hill adjourned the regular session of the Manor City Council into Executive Session at 7:51 p.m. on Wednesday, April 6, 2022, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in Section 551.074 (Personnel Matters) to Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 5 to fill an unexpired term; Sections 551.087, Texas Government Code to deliberate the Effluent Reuse Agreement with ShadowGlen Golf, L.P.; and Section 551.072, Texas Government Code to deliberate the value and conveyance of the City's interest in real property at 7:51 p.m. on Wednesday, April 6, 2022.

The Executive Session was adjourned at 8:51 p.m. on Wednesday, April 6, 2022

**OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:51 p.m. on Wednesday, April 6, 2022.

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

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to appoint Jennifer Wissmann to the Planning and Zoning Commission for Place No. 5 to fill an unexpired term.

There was no further discussion.

**Motion to approve carried 5-0**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to direct staff as discussed in Executive Session for Sections 551.087, Texas Government Code to deliberate the Effluent Reuse Agreement with ShadowGlen Golf, L.P.; and Section 551.072, Texas Government Code to deliberate the value and conveyance of the City’s interest in real property.

There was no further discussion.

**Motion to approve carried 5-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 8:51 p.m. on Wednesday, April 6, 2022.

These minutes approved by the Manor City Council on the 20<sup>th</sup> day of April 2022. *(Audio recording archived)*

**APPROVED:**

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

**ATTEST:**

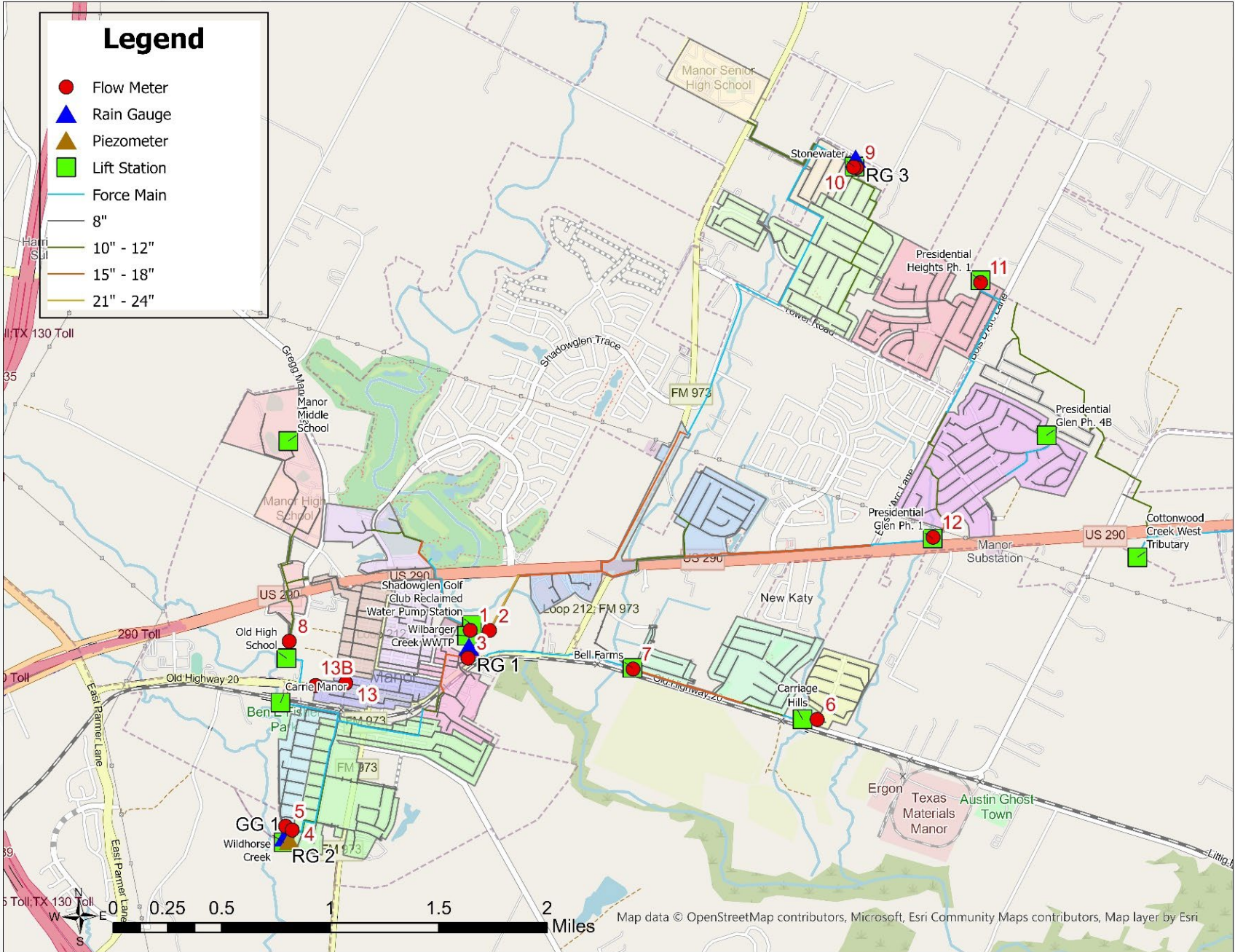
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

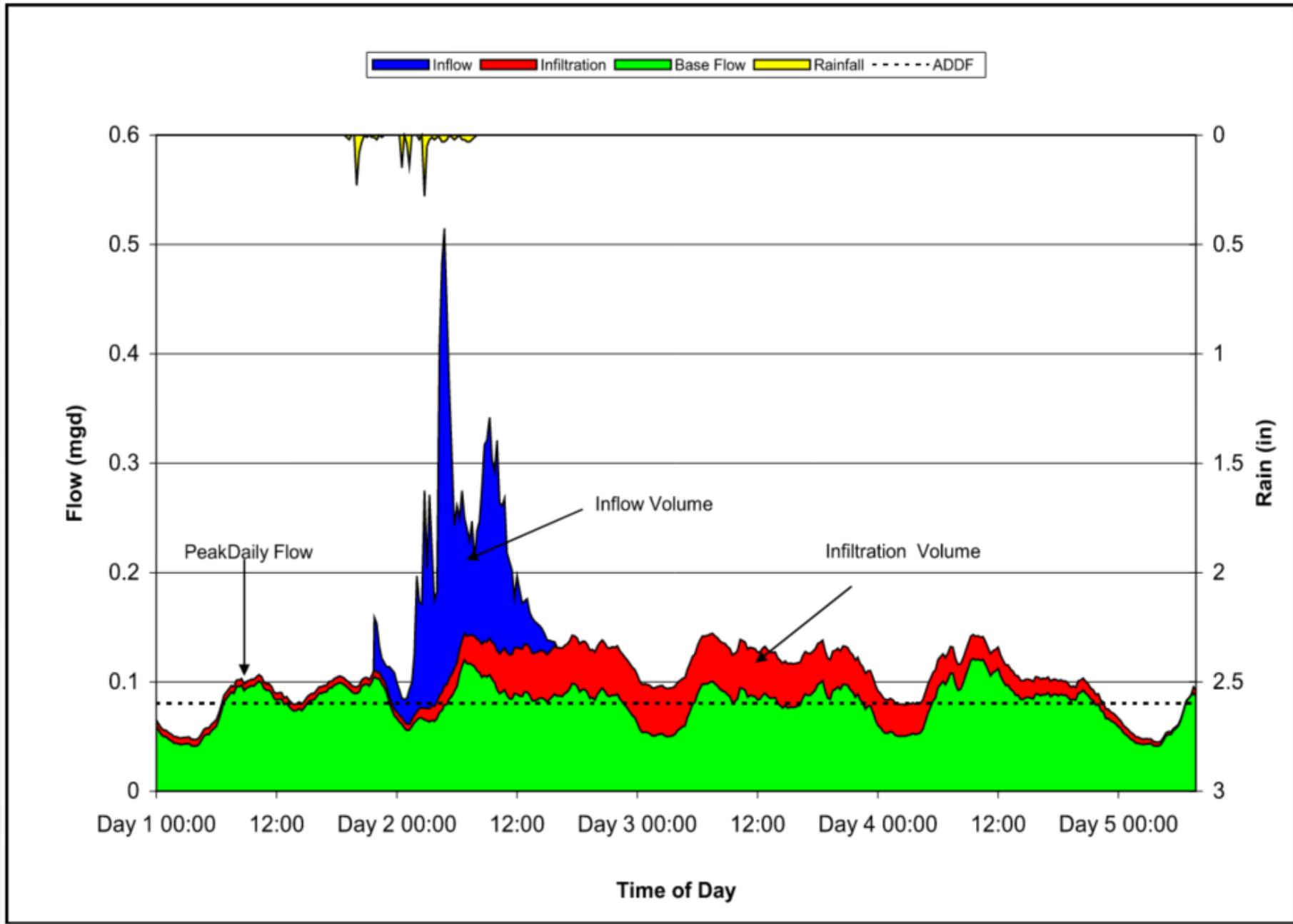
Draft Minutes

# Fall 2021 Flow and Rainfall Monitoring Project

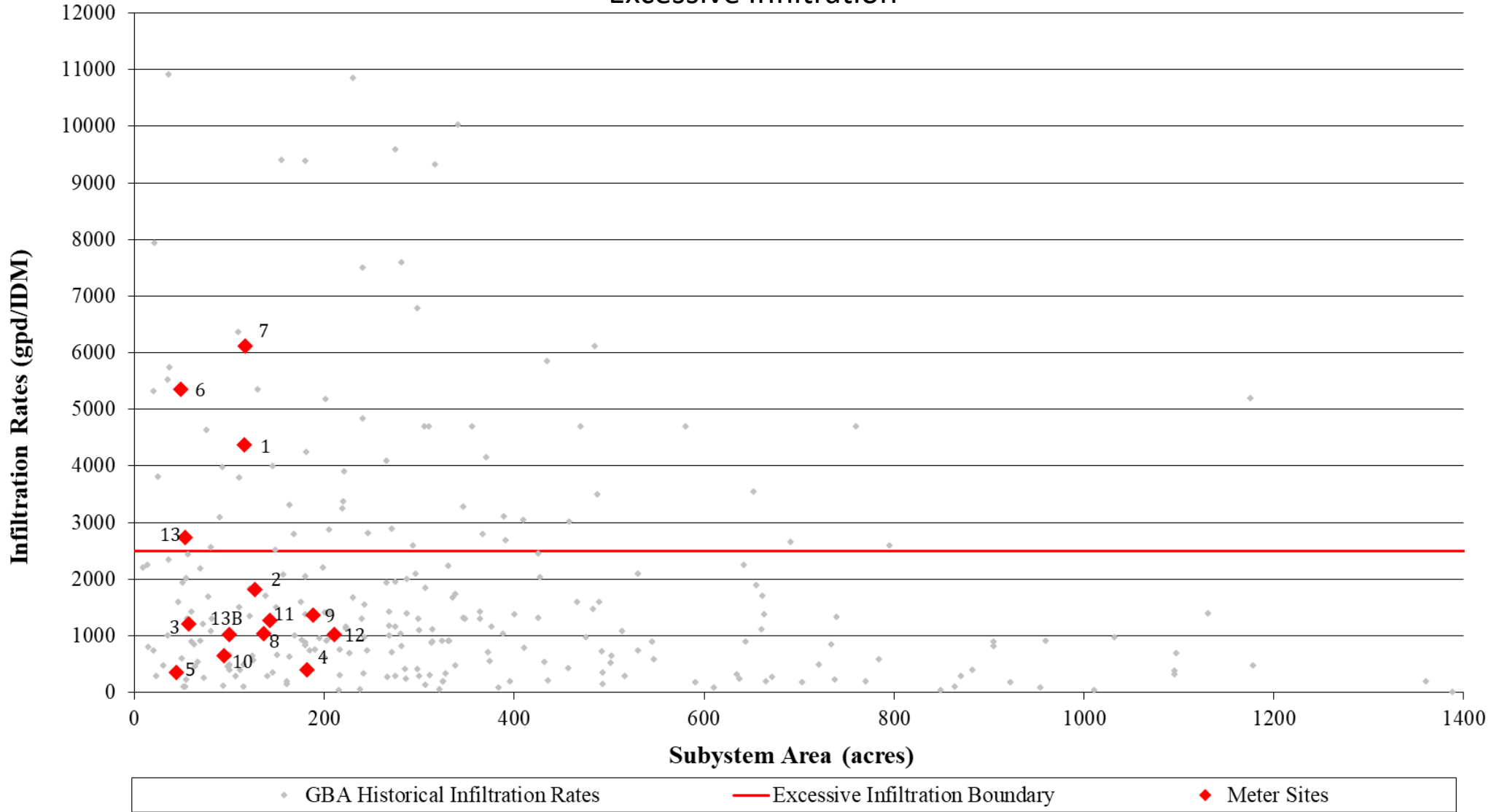
## Project Purpose:

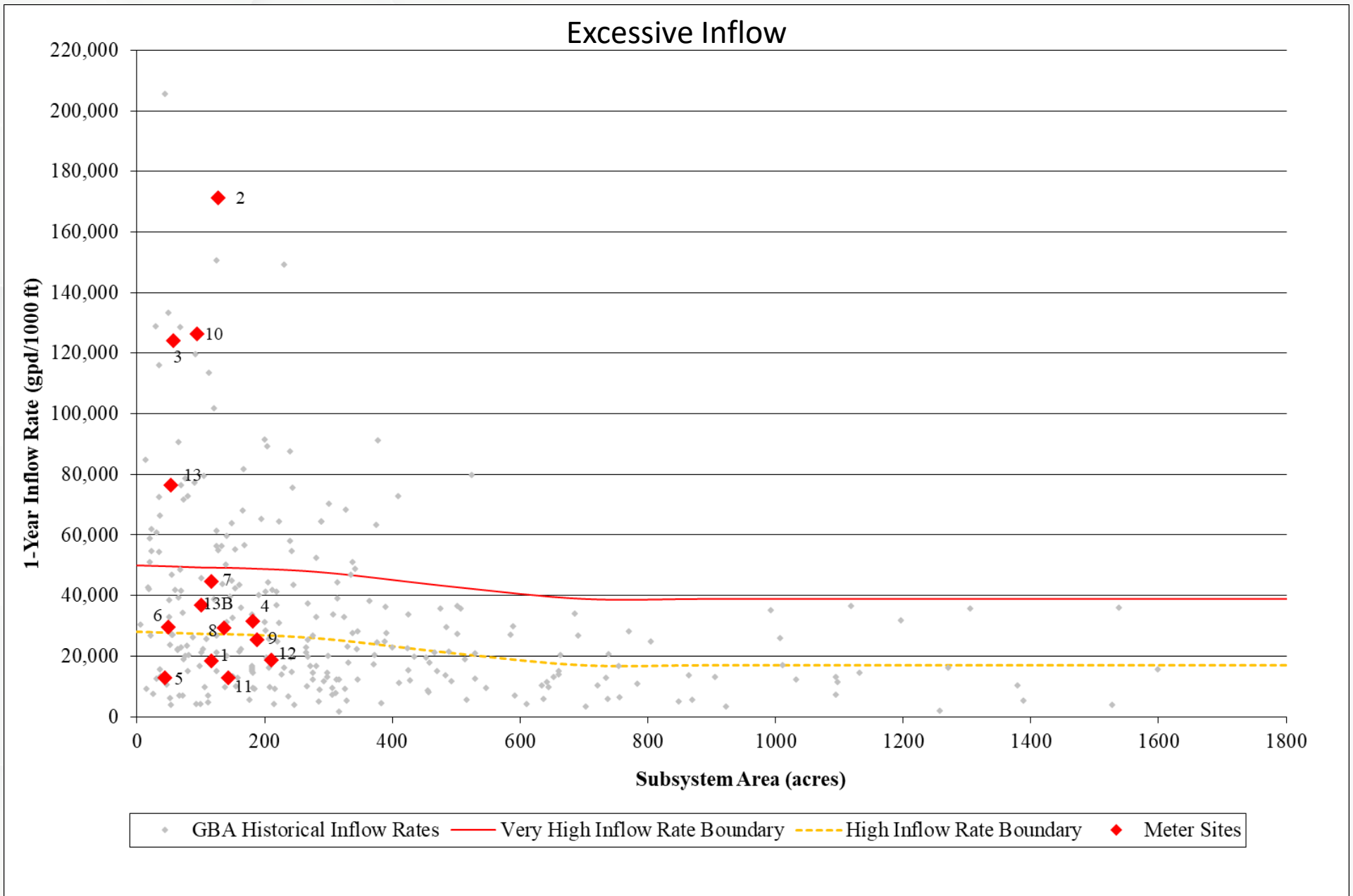
- Perform I&I analysis of sewer basins with flow meters
- Provide Recommendations for future study and rehab projects





### Excessive Infiltration

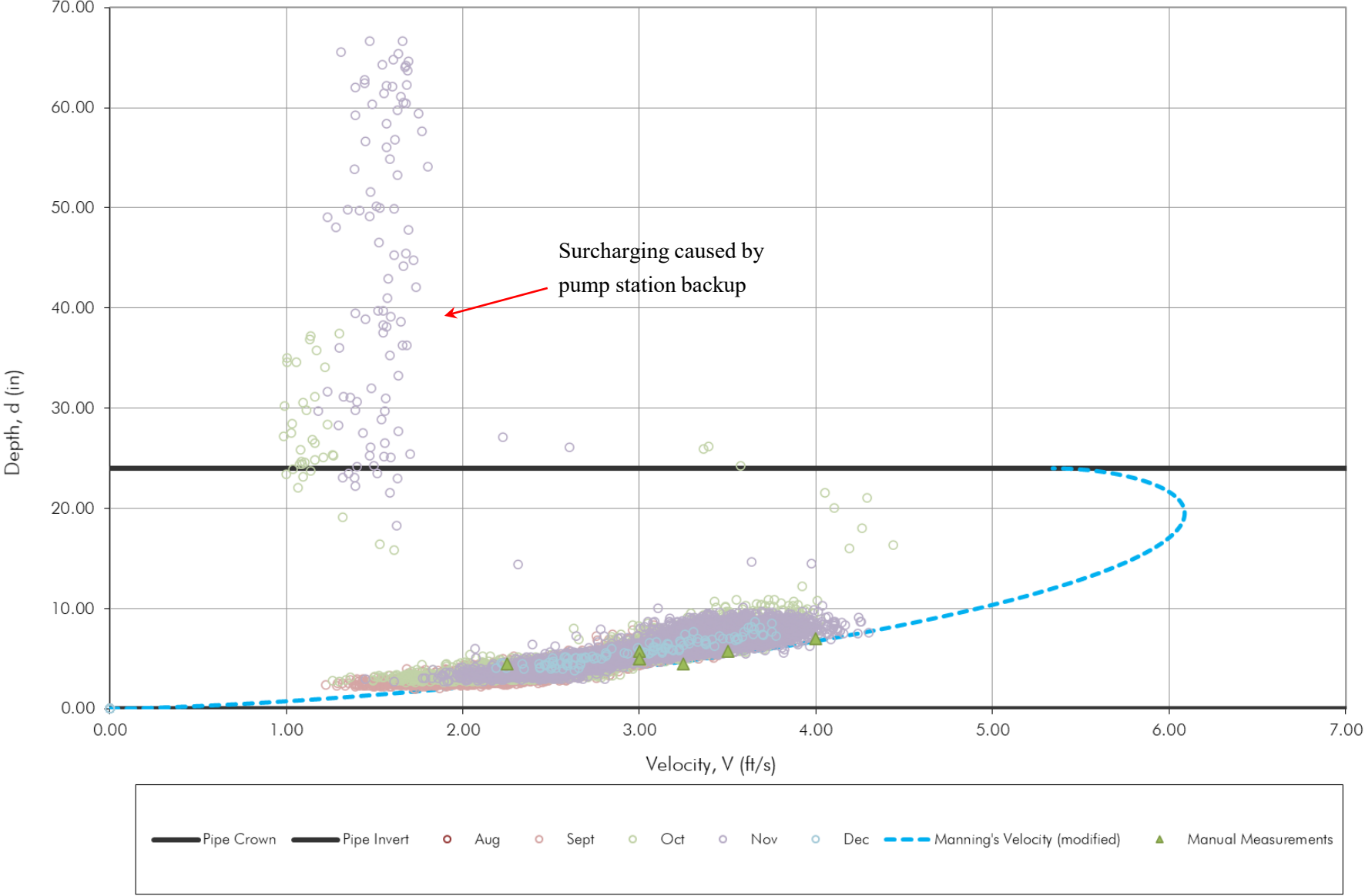




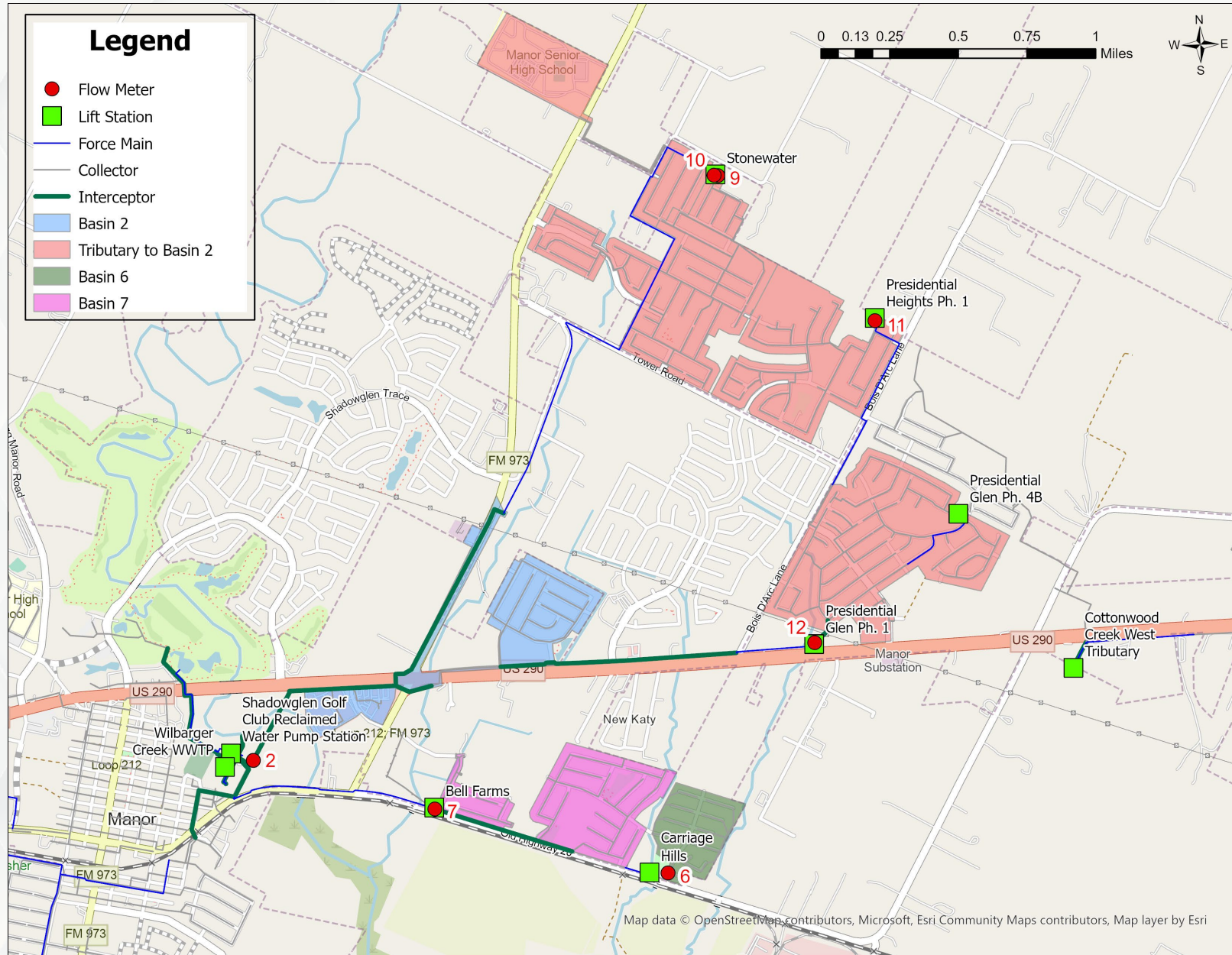


# SITE 1 SCATTERGRAPH (MH N10-002) 24"

Item 11.



# Recommended Study Area



## Recommended Study Estimated Costs

Description	Estimated Cost
<b>Basin 2 Flow Monitoring Isolation</b>	
Flow Monitoring Isolation (4 sites x 60 days)	\$40,000
Piezometers (4 site x 60 days)	\$1,500
<b>Sub Total</b>	<b>\$41,500</b>
<b>Basin 6 &amp; 7 I&amp;I Source Investigations</b>	
Smoke Testing (30,281 LF)	\$30,000
Manhole Inspections (105 Manholes)	\$10,000
CCTV of sanitary sewer pipes (30,281 LF)	\$115,000
Dye Testing (20 sources)	\$4,500
<b>Sub Total</b>	<b>\$159,500</b>
<b>2022 Fall Flow Monitoring</b>	
Flow Monitoring (Excessive I&I Basins) (9 sites x 90 days)	\$60,000
<b>Sub Total</b>	<b>\$60,000</b>
<b>Capacity Planning</b>	
Capacity Planning	\$15,000
<b>Sub Total</b>	<b>\$15,000</b>
<b>Pump Station Review</b>	
Pump Station Capacity, Maintenance, and Operation Review	\$15,000
<b>Sub Total</b>	<b>\$15,000</b>
<b>Grand Total</b>	<b>\$291,000</b>





# I/I Investigations – Dye Test

Item 11.



# I/I Removal Projects – Pipe Bursting

Item 11.



# I/I Removal Projects – CIPP Installation

Item 11.





Creating  
**remarkable**  
solutions *Expanding the Possibilities.*



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the March 2022 Departmental Reports.

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- March 2022 Department Monthly Reports

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and accept the March 2022 Departmental Reports.

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



# MEMO

To: Mayor and City Council Members  
From: Scott Jones, Economic Development Director  
Date: April 20, 2022  
RE: **February 28<sup>th</sup> to March 12, 2022**

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Onboarding, staff and IT familiarization;  
New equipment and training/setup; new employee orientation;  
Attended Chamber of Commerce Board Meeting and City Staff Meeting;  
Set and attended 3 developer meetings and 2 city real estate tours;  
Planned future advertising with Mayor and Interim City Manager;  
Researched Economic Development Organizations, rules, structures and funding mechanisms;  
Attended City Council Meeting 4/6;  
Performed 1 city broker/developer real estate tour;  
Researched and procured property database subscription, requested training on same;  
Responded to multiple inbound property calls;  
Meetings/calls with 3 "Manor EDC" partners;  
Joined Austin Chamber Regional Partnership and placed on project/RFP list, call with their SVP of Economic Development, Charisse Bodish;  
Researching area ED strategic plans, seeking meetings with regional ED Directors.

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

March 1-31, 2022

Description	Projects	Valuation	Fees	Detail
Certificate of Occupancy	2	\$11,350.00	\$1,132.00	Delta Bros Smoke Shop, Baby Sharon's Leis
Commercial Electrical	2	\$300,000.00	\$170.00	Lagos Lift Station
Commercial New	1	\$5,430,000.00	\$48,002.00	Carillon Amenity Center
Commercial Remodel/Repair	1	\$10,000.00	\$2,616.10	Buhos/Ramos Remodel
Commrcial Sign	4	\$28,750.00	\$833.00	
Residential Driveway	1	\$4,000.00	\$95.00	
Residential Electrical	13	\$262,902.00	\$1,391.00	
Residential Foundation Repair	2	\$5,400.00	\$194.00	
Residential Irrigation	45	\$11,799.18	\$4,990.00	
Residential Mechanical/HVAC	3	\$22,945.00	\$321.00	
Residential New	104	\$33,152,929.70	\$632,415.00	
Residential Plumbing	3	\$2,000.00	\$321.00	
Residential Remodel/Repair	2	\$108,000.00	\$172.00	
<b>Totals</b>	<b>183</b>	<b>\$39,350,075.88</b>	<b>\$692,652.10</b>	

Total Certificate of Occupancies Issued: 41

Total Inspections(Comm & Res): 2,346

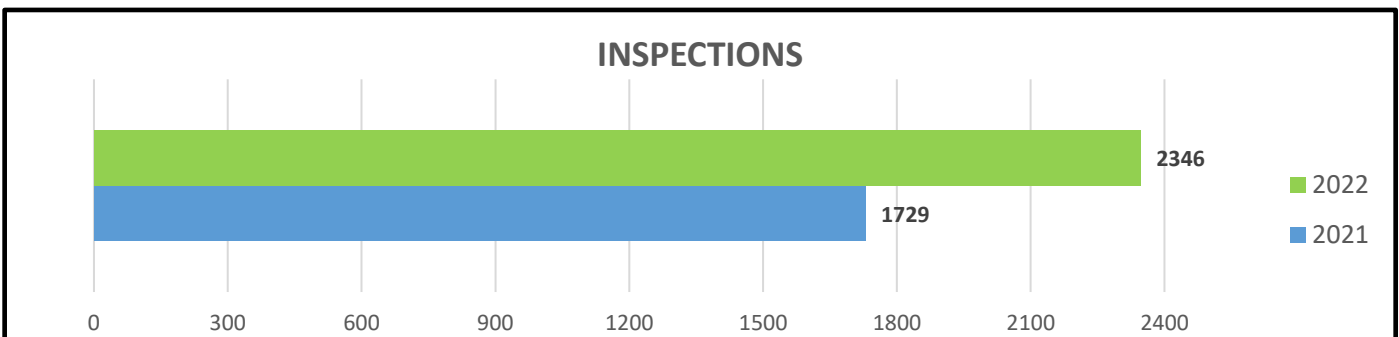
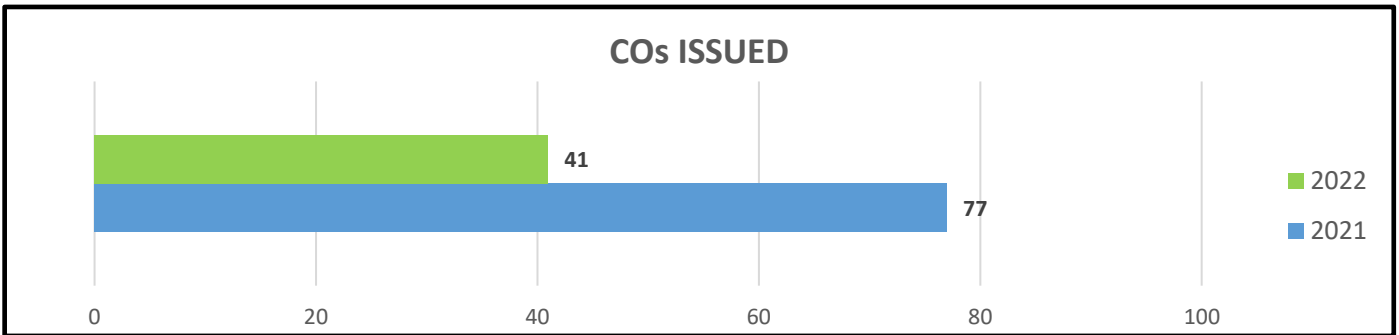
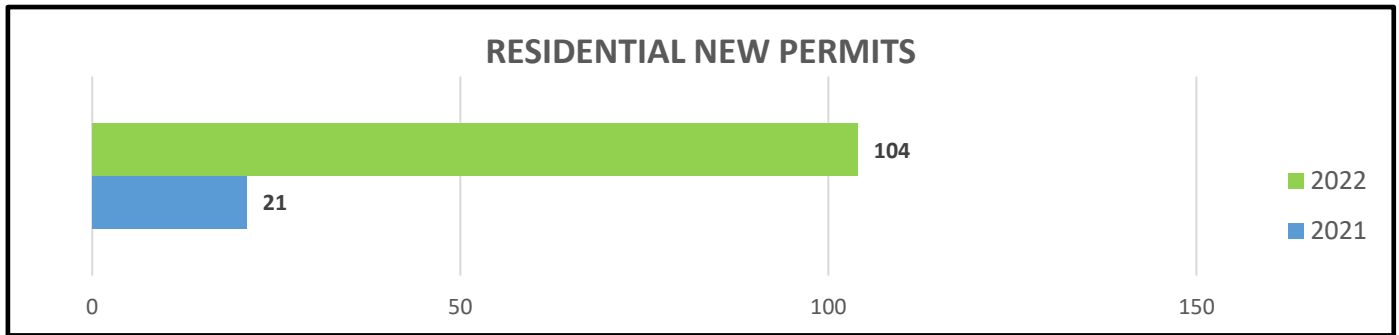
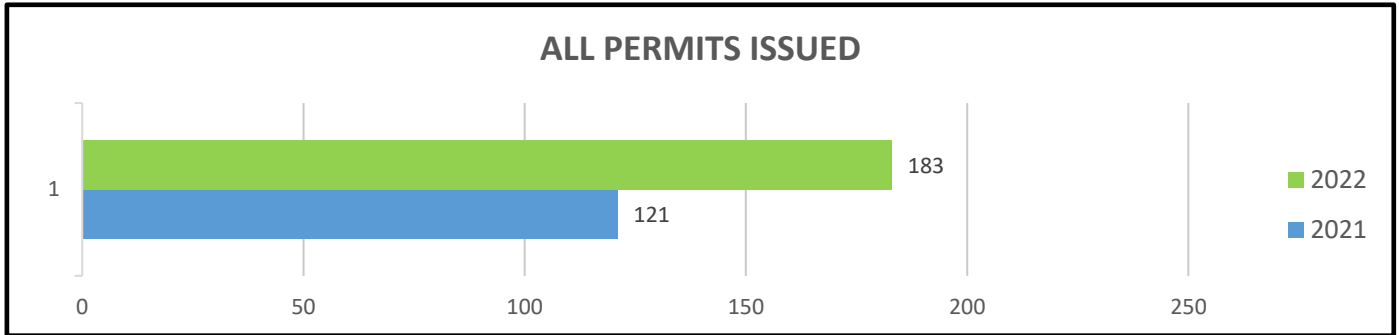
*Scott Dunlop, Interim City Manager*





# March 2022

DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR



\*Charts displayed at different scales



# MEMO

To: Mayor and City Council Members  
From: Debbie Charbonneau, Heritage & Tourism Manager  
Date: April 20, 2022  
RE: **April & May 2022**

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## COMMUNITY MEETINGS

- Chamber of Commerce April Board of Directors Meeting – Monday, April 4, 2022
- Chamber of Commerce Monthly Meeting – Thursday, April 14, 2022
- Chamber of Commerce Membership & Retention Committee Meeting – Wednesday, April 23
- Chamber of Commerce Events Committee Meeting – Monday, April 11, 2022
- ManorPalooza Meeting – Thursday, February 24, 2022
- City Council Meeting – Wednesday, March 16, 2022
- Texas Downtown Association Meeting – Tuesday, March 22, 2022
- Keep Manor Beautiful Board Meeting – Monday, March 21, 2022

## BUSINESS CONTACTS/VISITS

- I made twenty 32 business contacts/visits for the months of March & April 2022
- Hill Country Cricket Association Meeting – Wednesday, March 16, 2022
- Small Business Coffee – Wednesday, March 23, 2022
- Chamber of Commerce Ribbon Cutting Aristoi – Wednesday, March 30, 2022
- Business Review Interview – Tuesday, April 5, 2022
- Waste Connections Meeting – Wednesday, April 6, 2022

## EVENTS

### LEADERSHIP MANOR – CLASS #2 – THE SESQUICENTENNIAL CLASS

The last class will be Wednesday, April 13, 2022, where the class will finalize their project to present to City Council.  
Graduation will be Wednesday, May 9, 2022, in the Council Chambers at City Hall. Lunch will Be provided.



# MEMO

## SESQUICENTENNIAL 2022

The Steering Committee Members are:

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

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

Samsung	Water Tower Sponsor	\$25,000.00
Frontier Bank	James Manor Sponsor	\$10,000.00
Applied Materials	James Manor Sponsor	\$10,000.00
Bluebonnet	Timmerman Park Sponsor	\$ 5,000.00
Greater Texas Federal Credit Union	Jennie Lane Sponsor	\$ 2,500.00
Whiskey Girls	Jennie Lane Sponsor	\$ 2,500.00
Cap Metro	Jennie Lane Sponsor	\$ 2,500.00
Thomas Bolt & Dr, Dustin Welch	Marnos Art Park Sponsor	\$ 1,000.00
AustiNuts	Manor Art Park Sponsor	\$ 1,000.00
Modisett & Sons	Manor Art Park Sponsor	\$ 1,000.00
Southside Market	Manor Art Park Sponsor	\$ 1,000.00
Good Luck Grill	Manor Art Park Sponsor	\$ 1,000.00
American Contractors	Manor Art Park Sponsor	\$ 1,000.00
Thomas Bolt & Dr. Dustin Welch	Manor Art Park Sponsor	\$ 1,000.00
Café 290	Manor Art Park Sponsor	\$ 1,000.00
Compass Rose	Manor Art Park Sponsor	\$ 1,000.00



# MEMO

2022 Sesquicentennial Golf Tournament Meeting – Wednesday, March 30, 2022  
2022 Sesquicentennial Golf Tournament – Thursday, April 21, 2022  
2022 Sesquicentennial Monthly Meeting – Tuesday, April 12, 2022  
Sesquicentennial Meeting with Lions Club for Event in June 2022 – Wednesday, March 23, 2022  
Major League Meeting Marketing and Publicity Meeting – Wednesday, April 6, 2022

## **MANORPALOOZA 2022 – MAY 6 & 7, 2022**

Monthly meeting on Thursday, March 3, 2022.  
Monthly and Logistics Meeting on Friday, April 1, 2022

## **OTHER DUTIES**

Qwally Meeting – Monday, March 14, 2022  
Qwally Meeting – Monday, April 11, 2022





Sesquicentennial

# GOLF TOURNAMENT



**APRIL 21, 2022**

**SHADOW GLEN GOLF COURSE**

1st Place Trophy

2nd Place Trophy

Prizes: Longest Drive, Closest to Pin and  
Hole in One, Raffle Baskets

## EARLY BIRD PRICING

*Ends March 31, 2022*

35 Teams Maximum

\$125.00/Player

\$400.00/Team of 4

 **Hole Sponsorships**

 **Mulligans**

 **Raffle Tickets**

11:30am Registration

12:00pm Lunch

1:00pm Shotgun Start

6:00pm Dinner & Awards

## SIGN UP ONLINE

<https://app.eventcaddy.com/events/manor-150th-golf-tournament/register>

Contact: Michelle Anderson

Mmanderson2014@icloud.com

512-964-5027

 [facebook.com/cityofmanor](https://facebook.com/cityofmanor)

**MANOR, TX**

**CITYOFMANOR.ORG**

CITY OF MANOR & FRIENDS OF MANOR PARKS PRESENT

# MANOR PALOOZA

Item 12.

MAY 6-7 | DOWNTOWN MANOR

**COME JOIN US!**

Sausage Eating Contest, Live Music, Food Trucks,  
Carnival, Beer & Wine Tent and Fireworks



More info at:  
**CITYOFMANOR.ORG**

**SAMSUNG**



Frontier Bank  
of Texas

**APPLIED MATERIALS**



**GREATER TEXAS CREDIT UNION**  
**CapMetro**

**WHISKEY GIRLS RESERVE**

178

dcharbonneau@cityofmanor.org

facebook.com/cityofmanor



**AMERICAN CONSTRUCTORS**



**SOUTHERN MARKET**



**CITY OF MANOR**  
EST. 1872  
TEXAS

FRIENDS  
MANOR PARKS



# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 4/20/2022

March 2022

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	2136	1453	47↑	<b>Patrol Car Rental</b> Last Month      \$420 YTD                \$3,953
Average CFS per day	68.9	46.8	47.2↑	
Open Cases	60	27	122.2↑	
Charges Filed	79	32	146.8↑	
Alarm Responses	49	52	5.8↓	
Drug Cases	2	5	60↓	
Family Violence	5	7	28.6↓	
Arrests FEL/MISD	12Fel/67Misd	10Fel/22Misd	20 ↑ Fel chg/ 204.5 ↑Misd	
Animal Control	40	14	185.7↑	
Traffic Accidents	64	50	28↑	
Impounds	69	31	122.6↑	
DWI Arrests	12	8	60↑	
Traffic Violations	785	311	152.4↑	
Ordinance Violations	105	5	2000↑	
Victim cases	37	37	0	
Total Victims served	51	18	183.3↑	
Laboratory Submissions	4	0	100↑	

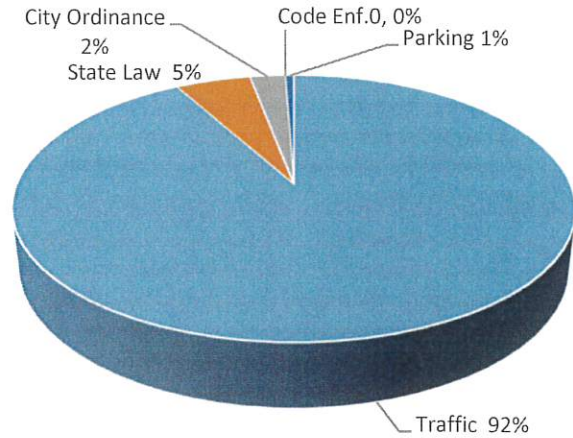
Notes:

\*DNA- DATA NOT AVAILABLE

## City of Manor Municipal Court MARCH 2022

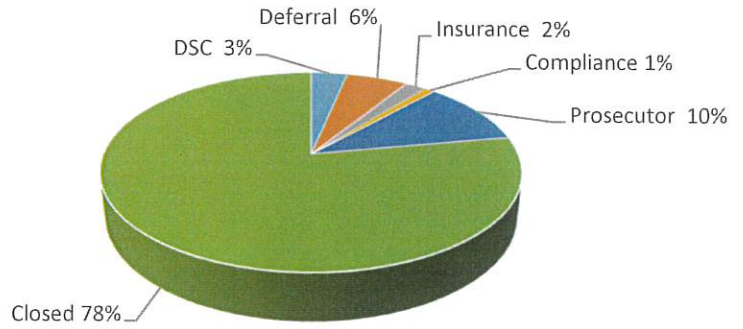
Violations Filed	Mar-22	Mar-21
Traffic	305	95
State Law	17	6
City Ordinance	8	12
Code Enforcement	0	4
Parking	2	0
<b>Total</b>	<b>332</b>	<b>117</b>

**PERCENTAGE OF VIOLATIONS**



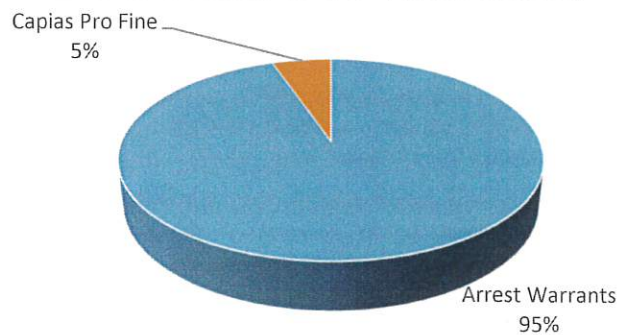
Dismissals	Mar-22	Mar-21
DSC	7	1
Deferral	12	24
Insurance	4	0
Compliance	2	0
Prosecutor	22	20
Closed	165	181
<b>Total</b>	<b>212</b>	<b>226</b>

**PERCENTAGE OF DISMISSALS**



Warrants	Mar-22	Mar-21
Arrest Warrants	89	0
Capias Pro Fine	5	0
<b>Total</b>	<b>94</b>	<b>0</b>

**PERCENTAGE OF WARRANTS**



**Money Collected in March 2022**

Kept By City	\$36,320.62
kept By State	\$17,873.05
<b>Total</b>	<b>\$54,193.67</b>

**Money Collected in March 2021**

Kept By City	\$37,194.07
Kept By State	\$13,848.72
<b>Total</b>	<b>\$51,042.79</b>



# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: April 20, 2022  
**RE: March Monthly Report**

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## **Public Works Department**

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

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

### **Water and Wastewater Department**

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

### **Water Production & Purchase**

In March, 32 % of the water we supplied to our residents was from our wells, and we purchased 68 % from EPCOR and Manville WSC.

### **Population**

City of Manor- 17,228

Shadowglen- 5,990

### **Subdivision Inspections**

- Street Inspections- 31
- MS4 – 20 Inspection per working day.
- Water Inspections- 18
- Wastewater Inspections- 2



# MEMO

CITY OF MANOR  
 CAPITAL PROJECT STATUS REPORT  
 PUBLIC WORKS DEPARTMENT  
 April 2022

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Project closeout	100%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Carrie Manor Lift Station - Station energized, startup testing scheduled for the 13th	99%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Project closeout	100%
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Equipment installation and startup scheduled for the 20th	95%
Cottonwood Creek Wastewater Collection System Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Construction is at approximately 90%. Contractor has been delayed by shortages of lift station equipment. The contract completion date of January 8 is expected to be extended into April.	90%
FM973 Water & WW Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Water installation and testing has been completed; installation of wastewater began week of February 7 <sup>th</sup> .	Construction Phase – Construction approx. 75% complete. Received final easement. Wastewater installation started back up 2/28/22
Bastrop/Parsons Gravity Main	12" gravity wastewater main	Wastewater improvements have been installed and are in service. Contractor has completed paving repairs	90%



# MEMO

CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Construction contract was approved for award at 10/20/21 Council meeting	Council voted to start condemnation procedure for final easement. Construction began 3/7/2022
Pavement Management Program	Pavement Assessment and Management Program	Began working on Phase 2.	Phase 2 – 10% complete
I&I Program	Phase 1 and Phase 2 Inflow and Infiltration Program	Provided City Staff draft report for review. Final report to be presented to Council at April 6 meeting.	Phase 1 – complete Phase 2 – 95% complete
Cottonwood Creek Phase 2 Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Construction contract awarded, precon being scheduled	Construction Phase
Manor Commercial Park WW Collection System	Phased wastewater collection system improvements for Beltex area	Working on ROEs and preliminary engineering	Preliminary Engineering
Gregg Manor Road GST and Pressurization Facilities	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Project kickoff meeting to be held week of March 21; survey scope established	Preliminary Engineering
FM 973 and US 290 Water Lines, CIP W-15 & W-16	Water line extensions along FM973 and US 290	Working on ROEs and preliminary engineering	Preliminary Engineering
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Preliminary Engineering under way, submittals under City Review	Preliminary Engineering
FY 2021 Paving Improvements Project	Capital Metro BGA and City-Funded paving improvements	Project bid on March 15, 2022; contract to be awarded at April 6 Council Meeting.	Construction plans and specifications 100% complete.
Cottonwood Creek West Tributary WW Improvements	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Working on ROEs and preliminary engineering	Preliminary Engineering
Cottonwood Creek Grant Project	Grant funded expansion of the Cottonwood Wastewater Treatment Plant	Grant application forms completed. Waiting for CAPCOG and EDA schedule.	Preliminary Engineering

## **Streets and Parks Monthly Report March 2022**

### **Daily Duties and Projects 3-1-2022 / 3-31-2022**

Street Maintenance- repaired and replaced 35 mph sign on Samuel Welch Way.

Street Maintenance – repaired Stop signs at W. Parsons,& Bastrop St.

Street Maintenance – crack sealed Carrie Manor, Abernathy,

Streets Maintenance – placed cemetery signs at cemetery.

Streets Maintenance – pothole repairs Jessie St, Johnson RD, Tower Rd, Bois D Arc, Wheeler, Caldwell, Llano, N. Bastrop, Browns Boro, Greg Manor

Street Maintenance- Added base on Alley @ S. Caldwell & Parsons St.

Parks Maintenance – cut and trimmed trees at water wells.

Parks Maintenance – cut and trimmed trees on ROW near Jessie St.

Parks Maintenance – Trimmed trees near Art Park in City ROW.

Parks Maintenance – installed new mulch at Jennie Ln Park playscape.

Parks Maintenance – Cleaned up debris dumped behind fences at Hamilton Point Park.

Parks Maintenance – Put out pre-merge at City hall, Jenny Ln Park Public Works.

Parks Maintenance- Planted 8 Monterey Oak trees at Public Works.

Weekly irrigation checks.

Playground and play scape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.



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

- 29 locations inspected once a day.
- 2 MS4 reports submitted this month as required by TCEQ.

### **Concrete Pre pour Inspection**

- Logos Phase 4 & 5 – 5 inspections
- Manor Heights Phase 2 – 2 inspections
- Manor Heights Phase 3 – 1 inspection
- Manor Heights Phase 6 – 1 inspection
- Logos Village Clusters – 0 inspections
- Presidential Heights Phase 6 – 0 inspections
- Stonewater Phase-3 – 0 inspections

### **Density Test**

- Lagos Phase 4 & 5 - 0 inspections
- Manor Heights Phase 2 Sec 2 – 0 inspection
- Presidential Heights Phase 6 – 0 inspection
- Shadowview Sec 3 Hill Ln – 0 inspections
- Stonewater Phase-3 – 0 inspections
- Manor Commands Phase 2- 6 inspections
- Manor Commands Phase 3- 4 inspections
- Manor Commands Phase 4&5- 2 inspections

### **Proof Rolls**

- Lagos Phase 4 & 5 – 0 inspections
- Manor Heights Phase 6 – 0 inspections
- Manor Heights Phase 2 sec 2 – 0 inspections
- Manor Heights Phase 3 – 3 inspections
- Shadowview Sec 3 Hill Ln – 0 inspections
- Stonewater Phase-3 – 0 inspections

### **Pre-Pave Inspections**

- Logos Phase 3 – 0 inspections
- Manor Heights Phase 2 Sec 2 – 0 inspection
- Manor Heights Phase 6 – 0 inspection
- Presidential Heights Phase 6 – 0 inspection

### **Storm Sewer Inspections**

- Manor Heights Phase 3 – 0 inspections
- Gregg Manor Rd – 0 inspections
- Shadowview Sec 3 Hill Ln – 0 inspections
- Village of Manor Commons Phase 2 – 0 inspections
- Manor Commands Phase 2- 2 inspections

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

Presidential Heights Phase 3 – homes are still being built.

Presidential Heights Phase 6 – home are being built.

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs.  
October 2021 still waiting.

Presidential Heights Phase 5 – 1 -year walkthrough has been done, contractor in process of repairs.  
September 2021 still waiting.

Presidential Heights Phase 4 – 2 years walkthrough has been done, contractor in process of repairs.  
November 2021 still waiting.

Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April  
2021 still waiting.

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

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

Manor Heights – Phase I Sec. 1 – homes are being built.

Manor Heights – Phase I Sec. 2 – homes are being built.

Manor Heights Phase 1 Sec 1 – 1-year walkthrough has been done, contractor in process of repairs.  
November 2021 still waiting.

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

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

Manor Heights – Phase II Sec. 1 & 2 Contractor in building process.

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

Manor Heights Phase III Sec. 2 – development process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Logos Phase 4 and 5 walkthrough punch list prebuilding February 2022

Lagos Phase 2- homes are being built.

Logos Village Clusters in building process.

Shadowglen Phase 2 Sec 22 & 23A walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 & 26 walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 27A & 27B walkthrough punch list September 2021 still waiting.

Shadowglen Phase 2 Sec 17 2-year walkthrough has been done, contractor in process of repairs.  
November 2021 still waiting.

Shadowglen Phase 2 Sec 21A & 21B walkthrough punch list. January 2022 still waiting.

## Water Monthly Report March 2022

For the month of March, the Water Department had 22 service calls, 4 repair jobs, 7 maintenance jobs and 18 inspections.

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

### Repairs:

11601 Liberty- repaired a 1"-meter curb stop.

11901 South Bastrop - repaired a 1"-meter curb stop.

416 Gregg St curb stop has been repaired.

West Elevated Storage Tank -replaced pilot on 16" clay valve by Fluid meter service.

### Maintenance

Aqua Tech Lab -took first set of five Bac T samples and dropped off at Aqua Tech Lab for testing on 3-9-22 samples passed.

Data Flow Systems - sent in a spare TCU unit due to the screen flashing on and off, to be repaired TCU.

307 West Wheeler- locate utilities for property owner marked water main and service with blue paint and flags notified customer.

Aqua Tech Lab -took second set of five Bac T samples and dropped off at Aqua Tech Lab for testing on 3-15-22 samples passed.

11957 Johnson Rd Wastewater transport cleaned grease and rags out of lift station.

**Education** – Daniel Dale - signed up on TCEQ web page application to take a Grade C Distribution Exam on 3-10-22 once application has been approved will schedule a testing date by DD Lagrange and Lane in alley - leveled to water valve to ground level and painted valve cover blue.

### Inspections

Manor Heights Phase 3 section 2 - pressure test water main 200 psi for 15 minutes and 150 psi for one hour. Both passed.

New Tech HS - test hydrant on Old Hwy 20 by Joyce Turner Dr- flow test fire hydrant with Capital Hydrant LLC.

Ring Rd east side of 973-flow test fire hydrant with Capital Hydrant LLC.

Manor Heights Phase section 1 and 2 - pressure test wastewater mains and pulled mandrels both passed.

Manor Heights Phase 4 Precon meeting with JL Gray Construction.

High pressure main test for wastewater on Hill lane.

Black rock construction water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Manor heights water main and services being installed check for proper bedding, cover ,marking tape, restraints and thrust blocking.

De Guerera water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Lagos water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Shadowview off Hill Ln and Gregg LN water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Cash construction look at fire hydrants and determine they need to be raised.

Manor Heights repaired fire hydrant by JL Gray.

Black rock construction water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Manor heights water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

De Guerera water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Lagos water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

Shadowview off Hill Ln and Gregg LN water main and services being installed check for proper bedding, cover, marking tape, restraints and thrust blocking.

## Wastewater Monthly Report March 2022

For the month of March, the Wastewater Department had 4 service calls, 8 repair jobs, 2 maintenance jobs and 2 inspections.

### Service Calls

103 East Brenham - possible sewer clog - checked city side and customer side service no clogs found on customer or city side of service notified customer.

16800 Hamilton Point - jetted city side clean out and cleared also called locates to make repairs where city side meets customer side service.

307 E Carrie manor- sewer clog- issue was on city side service. Hydro jet city side service and cleared customer was notified.

13349 Indian Oak Bend Customer called to report she has roots in her line. Plumber said it was on city side. we will be checking line with cameras and determine if repair will be needed.

### Repairs

12400 Waterford Run - replaced a broken clean out cap and lid.

Wilbarger Plant Bisulfite chemical room - replaced switch on exhaust fan fan is back in operation.

16800 Hamilton Point - made repairs where city side meets customer side of service and installed a new clean out cap and lid.

16613 Jaron Drive -made repairs where city side meets customer side of service and installed a new clean out cap and lid.

17212 Hamilton point circle sewer service has been repaired.

12725 St. Mary sewer service has been repaired.

13349 Indiana Oak sewer service has been repaired.

16804 Hamilton sewer service has been repaired.

**Maintenance**

Stonewater Lift Station - cleaned wet well of grease ,rags etc. by Wastewater Transport.

Ordered a truck load of alum 4,500 gallons from Brenntag.

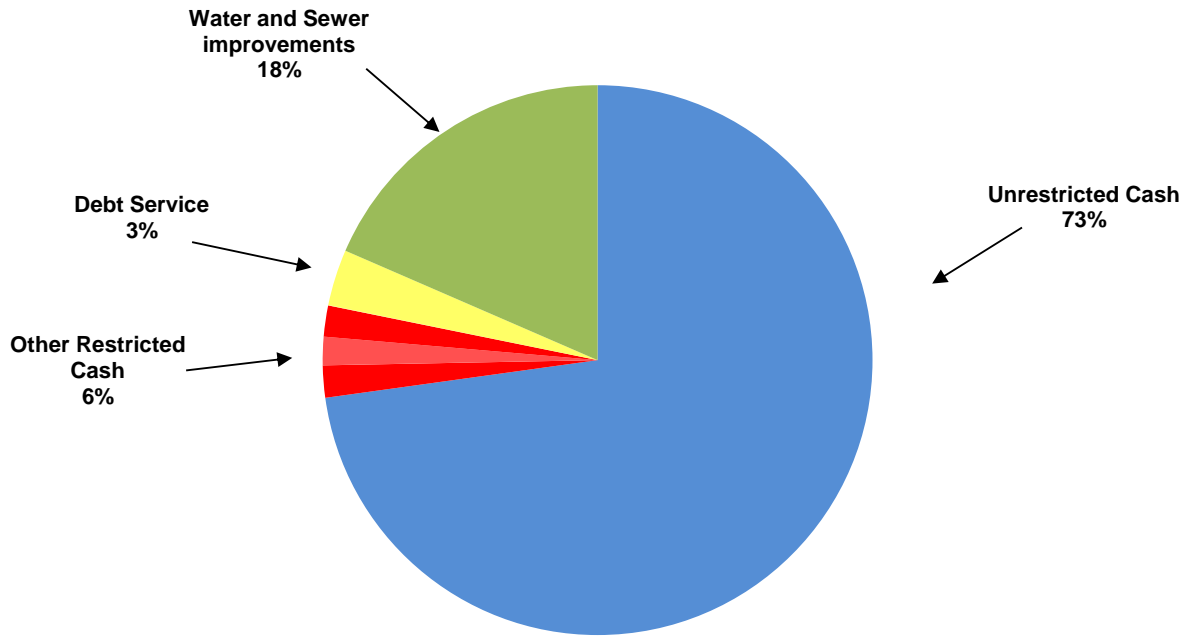
**Inspections**

Manor Commons Phase 4 and 5 - pressure test mains and vacuum test manholes all passed by DD 3-1-22

Manor Heights Phase 3 section 1 and 2 - pulled mandrels through wastewater main passed inspection by RM,JB 3-9-22

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of March, 2022**

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	\$ 20,731,442	\$ 10,008,615			\$ -	\$ 30,740,057
Restricted:						
<b>Tourism</b>				796,208		796,208
<b>Court security and technology</b>	1,861					1,861
<b>Rose Hill PID</b>				702,372		702,372
<b>Customer Deposits</b>		771,138				771,138
<b>Park</b>	8,936					8,936
<b>Debt service</b>			1,394,287			1,394,287
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		-		7,804,685		7,804,685
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 20,742,240</b>	<b>\$ 10,779,753</b>	<b>\$ 1,394,287</b>	<b>\$ 9,303,265</b>	<b>\$ -</b>	<b>\$ 42,219,546</b>



**Overview of funds:**  
 \$155,816.34 sales tax collected  
 GF is in a favorable status.  
 UF is in a favorable status  
 DSF is in a favorable status  
 CIP Fund is in a favorable status



# MEMO

To: Mayor and City Council Members  
 From: Tracey Vasquez, Human Resources Manager  
 Date: April 20, 2022  
 RE: **March 2022**

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**Meetings and Events:**

***Manor Sesquicentennial Committee Meetings***

March 15, 2022  
 March 30, 2022- Golf Tournament

***Manorpalooza Committee Meetings***

March 3, 2022

***City Council Meetings***

March 1, 2022  
 March 16, 2022

***Special Session Executive Session***

March 1, 2022  
 Interview and consider the appointment of an applicant to the position of City Manager.  
 March 16, 2022  
 Interview and consider the appointment of an applicant to the position of City Manager.

***HR Workshop Roundtable Meeting***

March 3, 2022  
 March 17, 2022  
 March 31, 2022





# MEMO

## March 2022

- New hire and onboarding of the IT Director position.
- New hire and onboarding of two Police Officer positions.
- New hire and onboarding of the Economic Development Director position.
- Interviewed two Utility Crewman positions.
- Interviewed one Parks Foreman position.
- Records management meeting for the Public Information Act.
- Retirement and exit interviews with three outgoing employees.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



# MEMO

To: Mayor and City Council Members

From: Phil Green

Date: April 20, 2022

RE: **March Monthly Report**

---

I have been busy getting a handle on all that is the City of Manor network. Part of that discovery is many opportunities for improvement/repairs. We have had multiple outage due to out-of-date equipment and poor configurations. Below is a list of the things I have worked on and have planned to work on for the following few months:

1. Started to enable Backups on servers once again and clean up unneeded ones.
2. Started regular updates to servers for critical and recommended updates. - Ongoing
3. Researched what resources are on which devices and their uses.
4. Working to update licenses on devices and software that the city uses.
5. Changing customer contacts with vendors. - ongoing
6. Implemented admin password management.
7. Engaging vendor for general network improvements and upgrade.
8. Installed Cellular booster at City Hall and PD for improved cell phone reception.
9. Installed additional Wireless Access Point at City Hall to improve WiFi.
10. One of the main servers that hosted the Primary Domain Controller died and won't reboot. We were able to move those services to another machine but lost all the data on that server. There is no active service contract on it.
11. Working to find a Multi Factor Authentication service for the City to become compliant with Texas Law Enforcement Telecommunications System and other agencies.
12. Working on secure Virtual Private Network to the network for compliance with TLETS
13. Started researching Data Loss Prevention for the city. This is Anti-Virus/Anti-Malware, etc.
14. Resynchronizing the Active Directory with the cloud.
15. Daily reboots and repairs of the aging equipment and software we have. Developing a plan to replace aged and end of life hardware.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).

**Applicant:** Wenkai Chen

**Owner:** Wenkai Chen

**BACKGROUND/SUMMARY:**

This property is located at the intersection of N. Caldwell St and W. Lane Ave, and it takes access from those two streets. It is located behind the Chamber of Commerce and other business on W. Murry Ave that are zoned C-1 and across W. Lane Ave from 709 N. Lexington (Bloor House) which is zoned NB. The properties to the east and west are zoned SF-1 Single Family. Typically, commercial zoning, C-1 or NB, is promoted along properties that directly access from Murray or Lexington as those are main roads and TxDOT ROW. This request would bring commercial zoning more into the residential neighborhood that directly abuts those commercial rights-of-way. Non-residential zoning requests not along Murray, Lexington, or in the downtown area have typically not been supported

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Letter of Intent
- Ordinance
- Survey
- Labels
- Notice

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council deny an ordinance rezoning 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).

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

# Letter of Intent

Item 13.

February 14, 2022

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

Re: **109 W Lane, Manor TX 78653 - Rezoning**

**Dear Mr. Dunlop,**

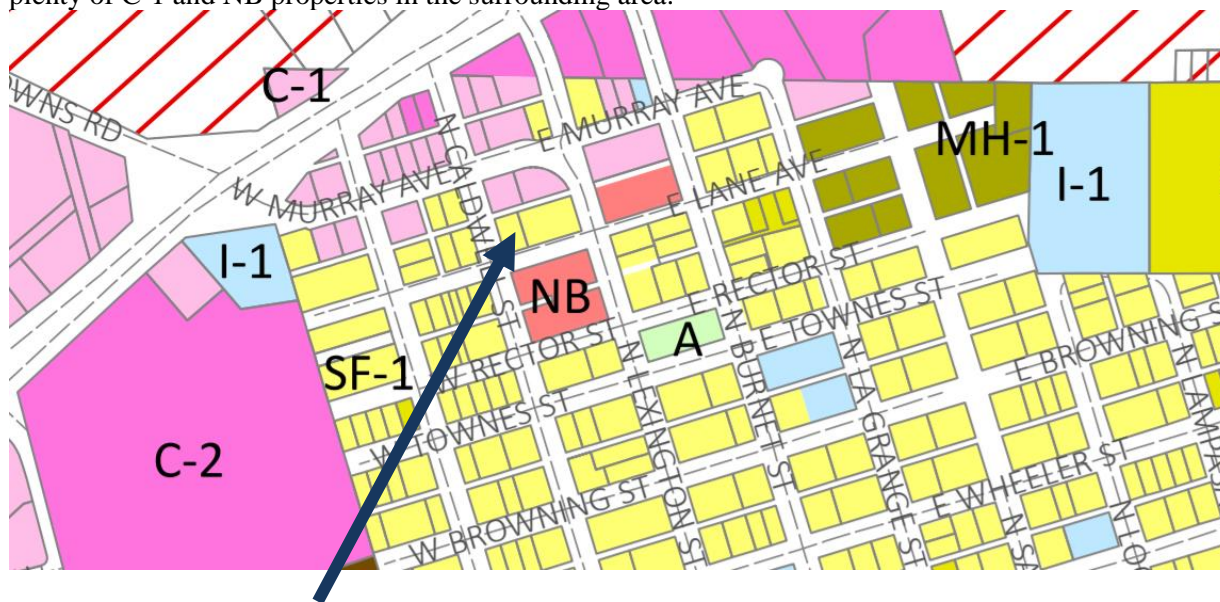
The subject property 109 W Lane, Manor TX 78653 is currently zoned as Single Family Residential (R-1). Requesting rezone the property to Neighborhood Business (NB).

### Physical and Natural Features:

The subject property is currently under remodel and expected to be completed in March 2022 as R-1. The property is a one story 1525 sqft single family residential with 3 bedrooms, 1 ADA accessible bathroom and three car parking spaces facing W Lane Ave. The lot size is 8625 sqft and locates at the intersection of W Lane Ave and N Caldwell St.

### Surrounding Properties:

The property is immediately adjacent with a C-1 property on north and a NB property on south. There are plenty of C-1 and NB properties in the surrounding area.



Subject Property: 109 W Lane, Manor TX 78653

### Proposed zoning:

We are requesting rezone the property to NB in support the growth of Manor TX.

Respectfully,

Wenkai Chen  
Owner of the property

**ORDINANCE NO.****AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO 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 Single Family Suburban (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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the \_\_\_ day of \_\_\_ 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

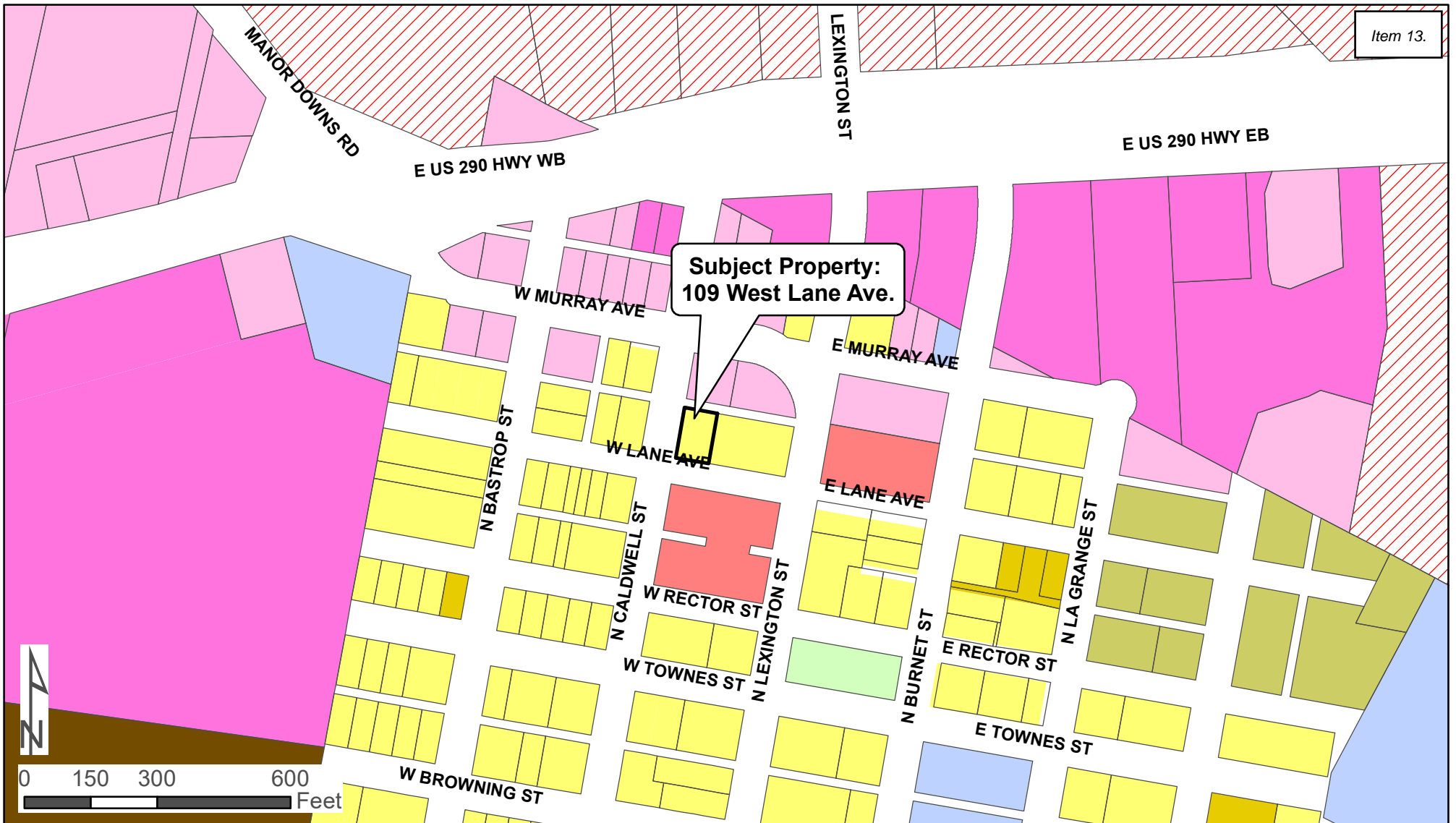
**ORDINANCE NO.**

**Page 3**

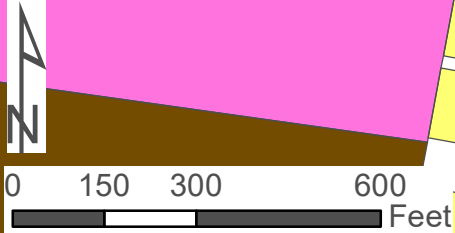
**EXHIBIT "A"**

Property Address:  
109 West Lane Avenue, Manor, TX 78653

Property Legal Description:  
Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition



**Subject Property:  
109 West Lane Ave.**



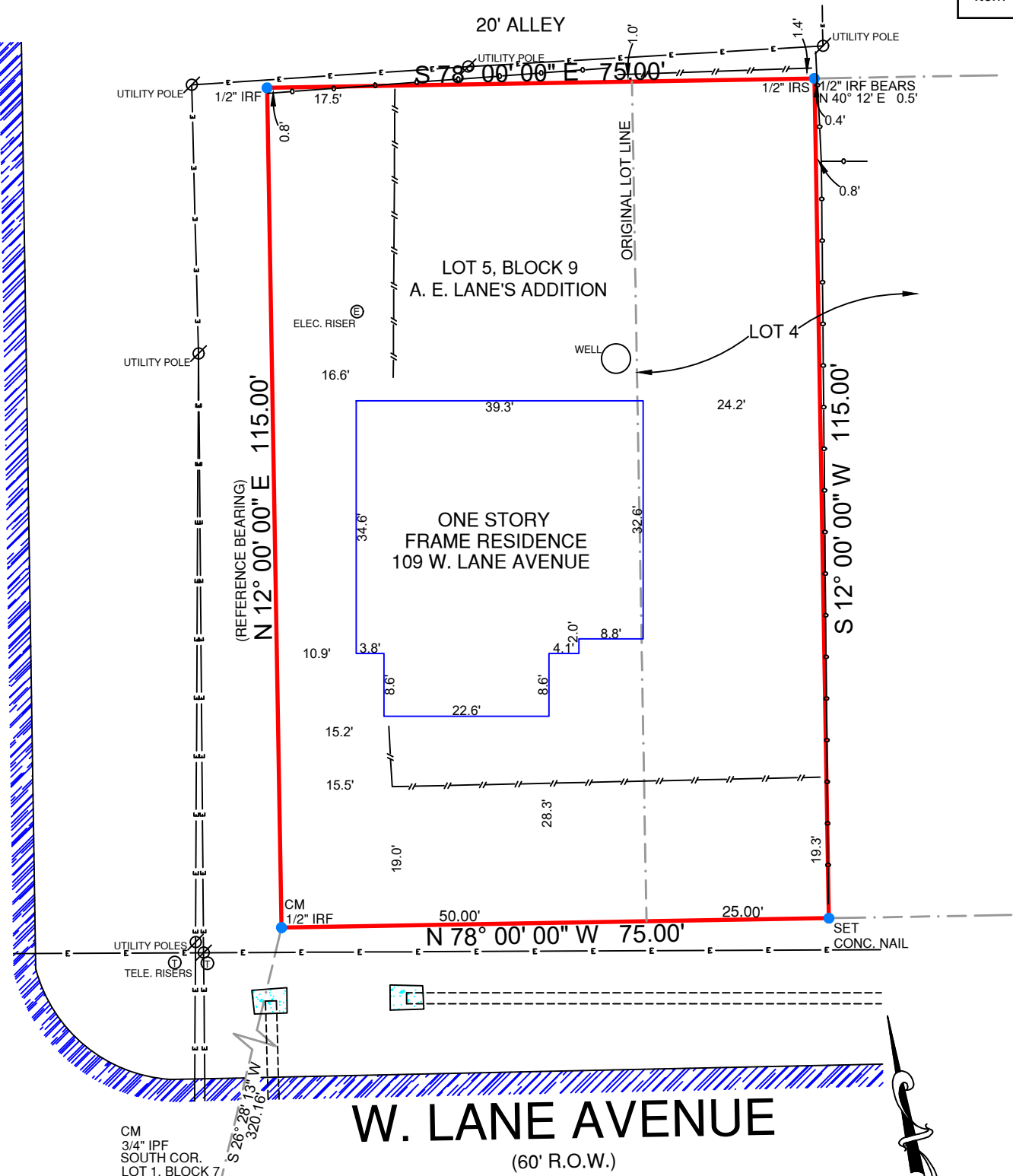
**Current:  
Single Family Suburban (SF-1)**

**Proposed:  
Neighborhood Business (NB)**

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



N. CALDWELL STREET  
(80' R.O.W.)



**LEGEND:**

—x—x—	BARBWIRE FENCE	ASPHALT	
—o—o—	CHAINLINK FENCE	CONCRETE	
—□—□—	WROUGHT IRON FENCE	GRAVEL	
—//—//—	WOOD FENCE	TILE	
—v—v—	VINYL FENCE	WOOD	
—E—E—	ELECTRIC LINE	BRICK	
—G—G—	GAS METER	STONE	
—EM—EM—	ELECTRIC METER	(WOOD) RAILROAD TIE	
—IPF—IPF—	IRON PIPE FOUND		
—IRS—IRS—	IRON ROD SET WITH "PREMIER" CAP		
—IRF—IRF—	IRON ROD FOUND		
—CM—CM—	CONTROLLING MONUMENT		

NOTES:  
BEARINGS ARE BASED ON THE RECORDED PLAT.



**LEGAL DESCRIPTION:**  
BEING LOT 5 AND THE WEST 1/2 OF LOT 4, BLOCK 9, A.E. LANE'S ADDITION, AN ADDITION TO THE TOWN OF MANOR, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 223, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

**SURVEYOR'S CERTIFICATION:**  
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY A TITLE COMPANY. THERE MAY BE EASEMENTS AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY SHOWN HEREON THAT ONLY A PROPER TITLE SEARCH WOULD REVEAL. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

TECH	TAG
FIELD	OR

**FLOOD INFORMATION:**  
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48453C0485 J, DATED AUGUST 18, 2014.

DATE: 12/21/20      JOB NO.: 20-09856  
FIELD: 12/16/20

109 W. LANE AVENUE, MANOR, TX 78653



Robert T. Paul, Jr.  
Registered Professional Land Surveyor

**Premier Surveying LLC**  
5700 W. Plano Parkway  
Suite 1200  
Plano, Texas 75093  
972-612-3601 (O) | 855-892-0468 (F)  
www.premiersurveying.com  
premierorders@premiersurveying.com

DATE: \_\_\_\_\_  
ACCEPTED BY: \_\_\_\_\_  
\_\_\_\_\_

**Premier Surveying LLC**  
5700 W. Plano Parkway  
Suite 1200  
Plano, Texas 75093  
Office: 972-612-3601  
Fax: 855-892-0468  
Firm Registration No. 10146200

201



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1414-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 0.198 acres, more or less, and being located at 109 West Lane Avenue, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 0.198 acres, more or less, Lot 5 and West ½ of Lot 4, Block 9, A.E. Lane Addition, and being located at 109 West Lane Avenue, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).**

***Applicant:* Wenkai Chen**

***Owner:* Wenkai Chen**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

ELIZONDO ROLANDO  
54 REGINA DR  
TAYLOR , TX 76574-5222

NASH HIAWATH JR & RUBY M  
900 CALDWELL ST  
MANOR , TX 78653-3317

JONSE JOHN A & MA  
DBA JONSE INSURANCE AGENCY  
14311 BOIS D ARC LN  
MANOR , TX 78653-3811

SALMELA PATRICIA  
101 W MURRAY ST  
MANOR , TX 78653-4141

JUAREZ MARIO  
3401 BRATTON RIDGE CROSSING  
AUSTIN, TX 78728-3677

BRYANT-WILLIAMS EVELYN MARIE &  
JAMES W WILLIAMS  
PO BOX 12  
MANOR , TX 78653-0012

WILLIAMS EARLENE  
809 CALDWELL ST  
MANOR , TX 78653-3318

GARCIA EDWARD  
PO BOX 452  
MANOR , TX 78653-0452

GOSEY BOBBY AND SHELDON LIVING  
TRUST  
7300 GILBERT RD  
MANOR, TX 78653-5083

LUNA BENITA GONZALEZ  
802 N BASTROP ST  
MANOR , TX 78653-5430

SEPECO  
PO BOX 170309  
AUSTIN , TX 78717-0019

TREJO GERARDO &  
JENNIFER I BARAHONA DE TREJO  
801 CALDWELL ST  
MANOR, TX 78653-3318

709 LEXINGTON LLC  
3571 FAR WEST BLVD #244  
AUSTIN, TX 78731-3064

LANE & RECTOR STREET  
PARTNERSHIP  
PO BOX 170309  
AUSTIN , TX 78717-0019

JACKSON BONNIE & VSYNTHIA  
%LENA MCCOY  
PO BOX 985  
MANOR , TX 78653-0985

SHAW HUGHIE L & RUBY L  
703 CALDWELL ST  
MANOR , TX 78653-3356



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

*Applicant: Duque States, LLC*

*Owner: Duque States, LLC*

**BACKGROUND/SUMMARY:**

This property was annexed in 2017 and received the default zoning of Agricultural (A) when the annexation was approved. The owner is requesting C-2 Medium Commercial which most of the commercial property along US 290 are zoned.

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

- Ordinance
- Map
- Notice
- Label

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

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

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

**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 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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

Property Address:  
15001 US Hwy 290 East, Manor, TX 78653

Property Legal Description:

**10.945 ACRES**

These notes describe that certain tract of land located in the **A. C. CALDWELL SURVEY, ABSTRACT NO. 154** situated in Travis County, Texas; said tract being a part of and out of a called "31.08 Acres" conveyed in a Warranty Deed from James V. Webb, et al to Eugene Juby, et ux dated 02-22-1982 and recorded in Volume 7689, Page 811 of the Deed Records of Travis County (DRTC) (title appears to now be vested in Shaunesse Louann Clark, independent executor of the estate of Frederick Eugene Juby, aka Gene Juby, deceased as trustee of the real estate testamentary trust created in the Last Will and Testament as recorded in Cause No. C-1-PB-19-000934, Probate Court No. 1, Travis County, Texas); subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 27, 2019 and being more fully described as follows:

**COMMENCING** at a found broken Texas Department of Transportation concrete monument being in the South right of way line of US Hwy 290 at station 382+05.28 (North = 10,102,877.330 feet, East = 3,196,156.152 feet) from which a found 3/4" iron pipe at the apparent Northeast corner of said "31.08 Acres" bears North 86° 50' 03" East a distance of 427.16 feet, same being the Northeast corner of a called "15.234 Acre" (Exhibit B) described in a Revocation of Special Warranty Deed from AAA Storage Hwy 290, LLC to JM Assets, LP dated 02-09-2017 and recorded in Document No. 2017023375, Official Public Records of Travis County (OPRTC); **THENCE South 86° 43' 52" West** along said right of way of US Hwy 290, also being the North line of said "15.234 Acres", passing a point for the Northeast corner of a called "5.091 Acres" (Exhibit A) described in a Revocation of Special Warranty Deed from AAA Storage Hwy 290, LLC to JM Assets, LP dated 02-09-2017 and recorded in Document No. 2017023375, at 299.13 feet (from which a found "Mag" Nail lies 0.58 feet left as measured in a perpendicular fashion) and continuing a total distance of **753.59 feet** to a found "Mag" Nail in concrete at the Northwest corner of a called "5.0 Acres" conveyed in a General warranty Deed from Eugene Juby, et ux to Centex Materials, LLC dated 10-06-2005 and recorded in Document No. 2005187180, OPRTC, same being the **PLACE OF BEGINNING** of this description;

**THENCE South 03° 20' 05" East** with the West line of said "5.0 Acres", generally along a chain link fence, passing a point at the said "5.0 Acres" approximate Southwest corner (not found) at 605.8', same being an exterior corner of aforementioned "5.091 Acres" and "15.234 Acres", and continuing with the lower West line of said "5.091 Acres" and "15.234 Acres" for a total distance of **833.24 feet** to a found iron rod (aluminum cap) at the Southwest corner of both "5.091 Acres" and "15.234 Acres" in the North line of a called "242.07 Acres" conveyed in a Warranty Deed from Don A. Stewart, et ux to Capital Area Youth soccer Association dated 01-27-2000 and recorded in Document no. 2000012678, OPRTC, same being the South line of aforementioned "31.08 Acres";

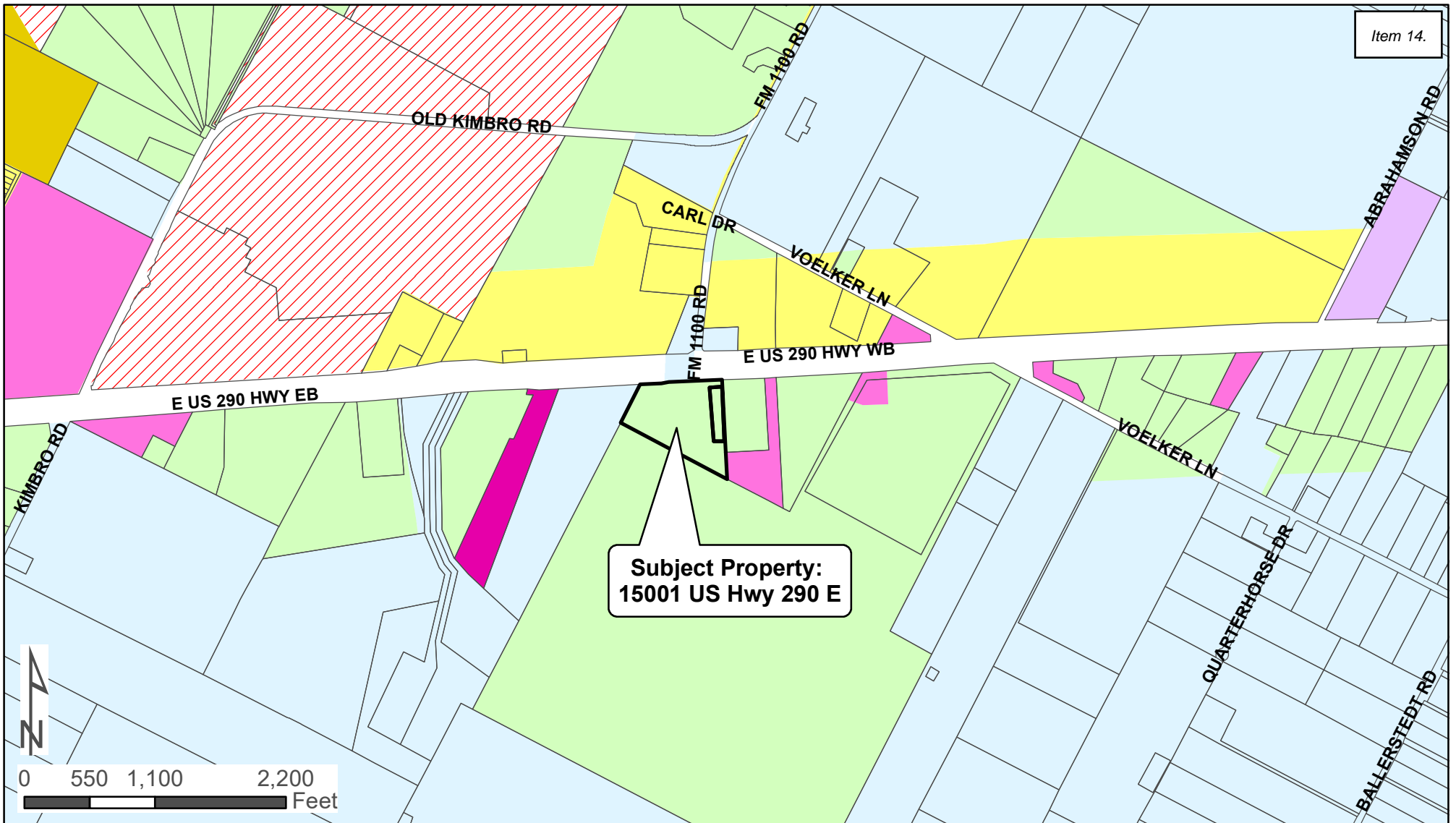
**THENCE North 63° 22' 19" West** with the common line of said "31.08 Acres" and "242.07 Acres", generally along a barbed wire fence (mostly lying on ground) a distance of **1015.48 feet** to a found ½" iron rod (capped) at an exterior corner of said "242.07 Acres", same being the Westernmost corner of said "31.08 Acres" in the East line of a called "22.78 Acres" conveyed in a General Warranty Deed from Mahnaz Bahrami to Krantz Properties, LLC dated 09-16-2008 of record in Document no. 2008155343, OPRTC;

**THENCE North 26° 47' 08" East** with the common line of said "31.08 Acres" and "22.78 Acres", a distance of **362.68 feet** to a set ½" iron rod (capped Bryan Tech Services) in the aforementioned South right of way line of U. S. Highway 290 at the Northeast corner of said "22.78 Acres" and the Northwest corner of said "31.08 acres"; found a "Mag" Nail in a creosote fence post for reference bearing South 26° 47' 08" West a distance of 3.23 feet; also, a found ½" iron rod (capped) in said South right of way line of U. S. Highway 290 (TXDOT Station 359+06.12) bears South 86° 46' 31" West a distance of 847.46 feet;

**THENCE** with said South right of way line of U. S. Highway 290, same being the North line of said "31.08 Acres" the following calls:

- **North 86° 46' 31" East 152.32 feet** to a found broken Texas Department of Transportation concrete monument (TXDOT Station 369+05.51),
- **North 79° 06' 42" East 100.17 feet** to a found broken Texas Department of Transportation concrete monument (TXDOT Station 370+06.50) and
- **North 86° 43' 52" East 446.13 feet** to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 10.945 Acres.
























**Subject Property:  
15001 US Hwy 290 E**



**Current:  
Agricultural (A)**

**Proposed:  
Medium Commercial (C-2)**

**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        |
|  TF - Two Family               |  C-1 - Light Commercial    |  IN-2 - Heavy Industrial        |
|  TH - Townhome                 |  C-2 - Medium Commercial   |  PUD - Planned Unit Development |
|  MF-1 - Multi-Family 15        |  C-3 - Heavy Commercial    |  ETJ                            |
|  MF-2 - Multi-Family 25        |                                                                                                                 |                                                                                                                      |



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1415-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 10.945 acres, more or less, and being located at 15001 US Hwy 290 E, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 10.945 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract No. 154, and being located at 15001 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**

***Applicant:* Duque States, LLC**

***Owner:* Duque States, LLC**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

MB & MS Enterprises Inc  
PO Box 82653  
Austin TX 78708-2653

Krantz Properties LLC  
% Krantz Enterprises  
14807 US Highway 290 E  
Manor TX 78653-4513

Centex Materials LLC  
3019 Alvin Devane Blvd Ste 100  
Austin TX 78741-7419

JKR Realty Partners LLC  
11215 S IH 35 Ste 120  
Austin TX 78747-1864

DINH Chau & ANH Kim Pham  
1201 Porterfield Dr  
Austin TX 78753-1617

Ynacio & Rosa Tabarez  
1221 Meadgreen Dr  
Austin TX 78758-4712

Herbert Guy Purtle  
13105 FM 1100  
Manor TX 78653-4528

Terry Lee Schultz  
15201 Voelker Ln  
Manor TX 78653-4521



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).

**Applicant:** BGE, Inc.  
**Owner:** Lane Ave Development, LLC

**BACKGROUND/SUMMARY:**

These lots total up to about 6.5 acres and are mostly zoned MH-1 Manufactured Home with 1 block of C-1 Light Commercial and 1 block of SF-1 Single Family. Half the area does not have streets constructed within the ROW areas so those lots never had developed properties. The N. San Marcos ROW extends N-S through the property but there is no roadway constructed there currently, so the access to these lots would be from East Lane Ave and East Rector Street. There is a request before the City Council to purchase the ROW within the development area to make 1 contiguous tract to develop. Presently they are proposing 70 – 80 townhome units.

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

- Letter of Intent
- Ordinance
- Map
- Survey
- Notice
- Labels

**STAFF RECOMMENDATION:**

It is City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).

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



February 24, 2022

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

Re: Rezoning Letter of Intent  
6.533 ac Manor Townhome Tracts  
East of the intersection of North La Grange and E. Lane Avenue, Manor, Texas

This letter of intent has been prepared on behalf of Mr. David Pikoff as a part of the Rezoning efforts for the Manor Townhome Tracts in Manor, Texas. The properties are comprised of total three tracts, totaling 6.533 acres and are currently zoned:

Single Family Suburban (SF-1),  
Light commercial (C-1), and  
Manufactured Home (MH-1)

*Please see attached exhibits for current zoning designations and Boundary survey.*

As a part of the proposed development, the Tracts will need to be rezoned to Townhome (TH) with maximum allowed 12 units/acre. This development is located within “Old Manor” and would promote the growth of Manor and revitalization of a currently under-utilized section of an existing neighborhood. The project will provide a desirable location due to its proximity to the Manor Senior High School north of US Hwy 290, the Manor Excel High School south of the development and ease of access onto US Hwy 290. The proposed development will include the completion of roadway infrastructure within existing street right-of-way. The project will be developed in accordance with the City of Manor Code of Ordinances such that there are minimal impacts to the surrounding tracts.

Should you have any further inquiries about the intent of the development or impacts on the surrounding community, please feel free to contact me at (210)-581-3600 and [mjphillips@bgeinc.com](mailto:mjphillips@bgeinc.com).

Sincerely,

A handwritten signature in blue ink that reads 'M. J. Phillips'.

Mary Jane Phillips, P.E.  
Director  
BGE, Inc.  
TBPE Firm #F-1046

# Legend

## Zoning Class

	A	Agricultural
	SF-E	Single Family Estate
	SF-1	Single Family Suburban
	SF-2	Single Family Standard
	TF	Two-Family Residential
	TH	Townhome
	MF-1	Multi-Family 15
	MF-2	Multi-Family 25
	MH-1	Manufactured Home
	MH-2	Manufactured Home Park
	OS	Open Space
	I-1	Institutional-Small
	I-2	Institutional-Large
	GO	General Office
	C-1	Light Commercial
	C-2	Medium Commercial
	C-3	Heavy Commercial
	IN-1	Light Industrial
	IN-2	Heavy Industrial
	NB	Neighborhood Business
	DB	Downtown Business
	PUD	Planned Unit Development
		City Limits
		E.T.J.
		Future Annexation Per Development Agreement



**Downtown Area**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS,  
AMENDING THE ZONING ORDINANCE BY REZONING A  
PARCEL OF LAND FROM MANUFACTURED HOME (MH-1),  
LIGHT COMMERCIAL (C-1), AND SINGLE FAMILY  
SUBURBAN (SF-1) TO TOWNHOME (TH); MAKING FINDINGS  
OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to zoning district Townhome (TH). The Property is accordingly hereby rezoned to Townhome (TH).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 4<sup>th</sup> day of May 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



**EXHIBIT "A"**

## Property Legal Description:

Lots 6 – 10, Block 15, Town of Manor  
 Lots 1 – 10, Block 17, Town of Manor  
 Lots 1 – 10, Block 18, Town of Manor  
 Lots 1 – 10, Block 19, Town of Manor  
 Lots 1 – 5, Block 20, Town of Manor  
 Lots 1 – 5, Block 74, Town of Manor

And

**0.397 ACRES**

**JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546  
 TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 0.397 ACRES (APPROXIMATELY 17,274 SQ. FT.) OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 0.40 ACRE TRACT OF LAND CONVEYED TO LANE AVE DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED, DATED NOVEMBER 12, 2021, RECORDED IN DOCUMENT NO. 2021250846 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND DESCRIBED IN VOLUME 8702, PAGE 813 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.397 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with "Chaparral" cap set in the northwest right-of-way line of a 17' wide alley, a public right-of-way dedicated to the City of Manor by plat recorded for A.E. Lane's Addition, a subdivision of record in Volume 2, Page 223 of the Plat Records of Travis County, Texas, for the northeast corner of said 0.40 acre tract and hereof, same being a point in the southwest line of the remainder of a called 58.134 acre tract of land conveyed to Austin Manor Investments in Volume 8623, Page 931 of the Real Property Records of Travis County, Texas, from which a 1/2" rebar found for the northwest corner of the Manor City Cemetery bears South 62°18'16" East a distance of 17.00 feet;

**THENCE South 27°12'37" West**, with the northwest right-of-way line of the alley, a distance of **139.00 feet** to a 1/2" rebar with "Chaparral" cap set for the southeast corner hereof, same being a northeast corner of Lot 7, Block 19, said A.E. Lane's Addition, from which a 1/2" rebar with "Chaparral" cap set for the southeast corner of Lot 10, said Block 19, bears South 27°12'37" West a distance of 208.91 feet;

**THENCE North 80°18'03" West**, with the northeast line of said Lot 7, a distance of **115.64 feet** to a cedar fence post found for the southwest corner hereof, same being an interior corner of Lot 7;

**THENCE North 27°18'09" East**, with the southeast lines of Lot 7 and Lot 6, Block 19, passing at a distance of 53.72 feet, the northeast corner of said Lot 6 and the southeast terminus of E. Lane Avenue, a 60' wide public right-of-way dedicated to the City of Manor by plat recorded for the Town of Manor, a subdivision of record in Book V, Page 796 of the Deed Records of Travis County, Texas, and continuing 62.36 feet, passing the northeast terminus of said E. Lane Avenue, same being the southeast corner of Lot 4, Block 20, A.E. Lane's Addition, and continuing 58.65 feet, for a total distance of **174.73 feet** to the northwest corner hereof, same being the northeast corner of Lot 5, said Block 20, from which a 1/2" rebar with "Waterloo" cap found for the southwest corner of said remainder tract of a called 58.134 acres and the southeast corner of Lot 7C2, Block A, Resubdivision of Lot 7B1, Amended Plat of Lots 7A and 7B, Resubdivision of Lot 7, Cottonwood Commercial South Section One and Lot 6B, Resubdivision of Lot 6, Cottonwood Commercial South Section One, a subdivision of record in Document No. 200900096 of the Official Public Records of Travis County, Texas, bears North 62°18'16" West a distance of 116.88 feet;

**THENCE South 62°18'16" East**, with the southwest line of the remainder tract of a called 58.134 acres, a distance of **110.00 feet** to the **POINT OF BEGINNING**, containing **0.397 acres** of land, more or less.

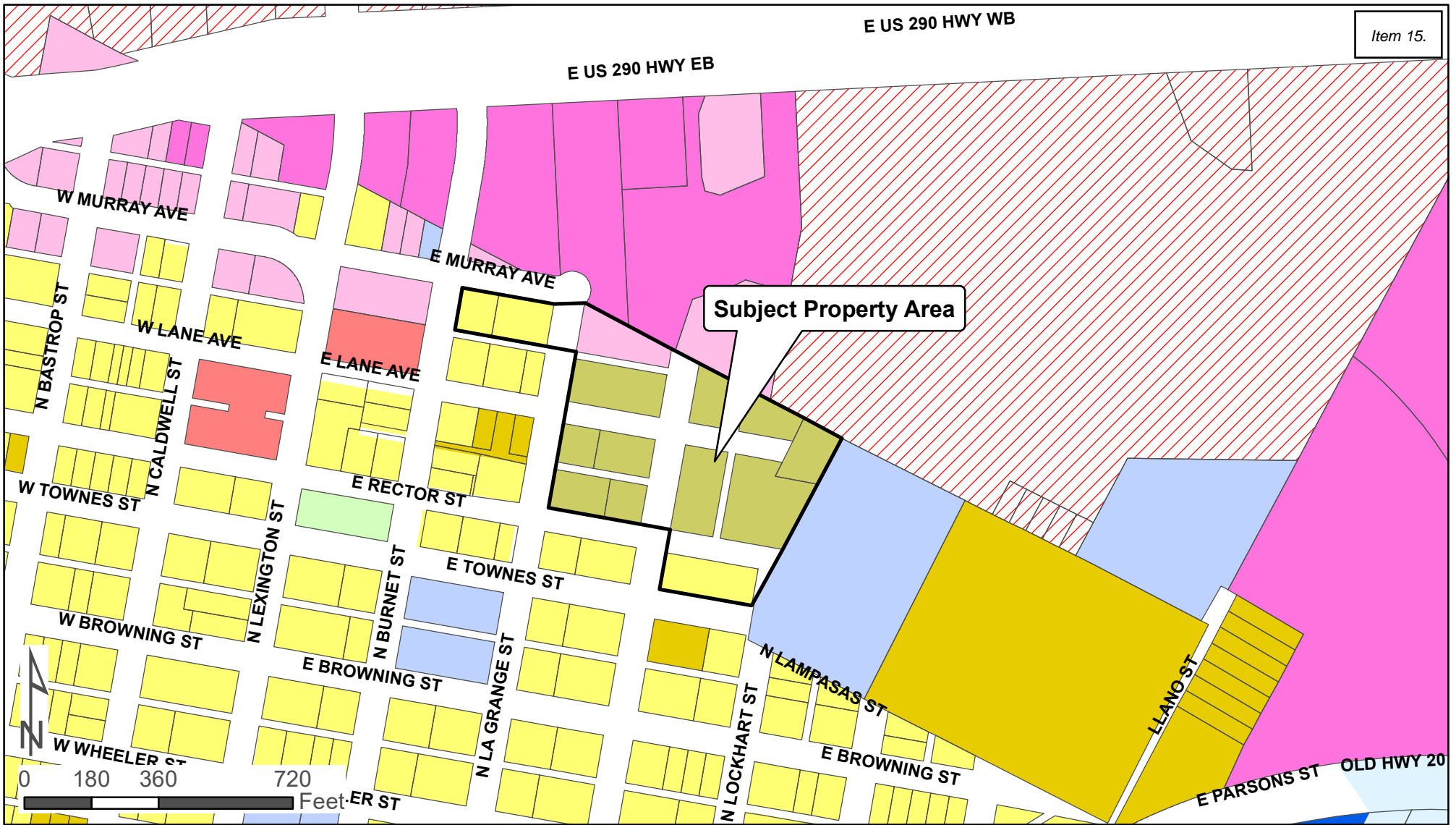
Surveyed on the ground February 8, 2022. Bearing basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User System (OPUS).

Attachments: 1890-001-BASE

*Paul J. Flugel 2-14-2022*

Paul J. Flugel  
Registered Professional Land Surveyor  
State of Texas No. 5096  
T.B.P.L.S. Firm No. 10124500
























Subject Property Area



Current:  
 Single Family Suburban (SF-1)  
 Light Commercial (C-1)  
 Manufactured Home (MH-1)

Proposed:  
 Townhome (TH)

**Zone**

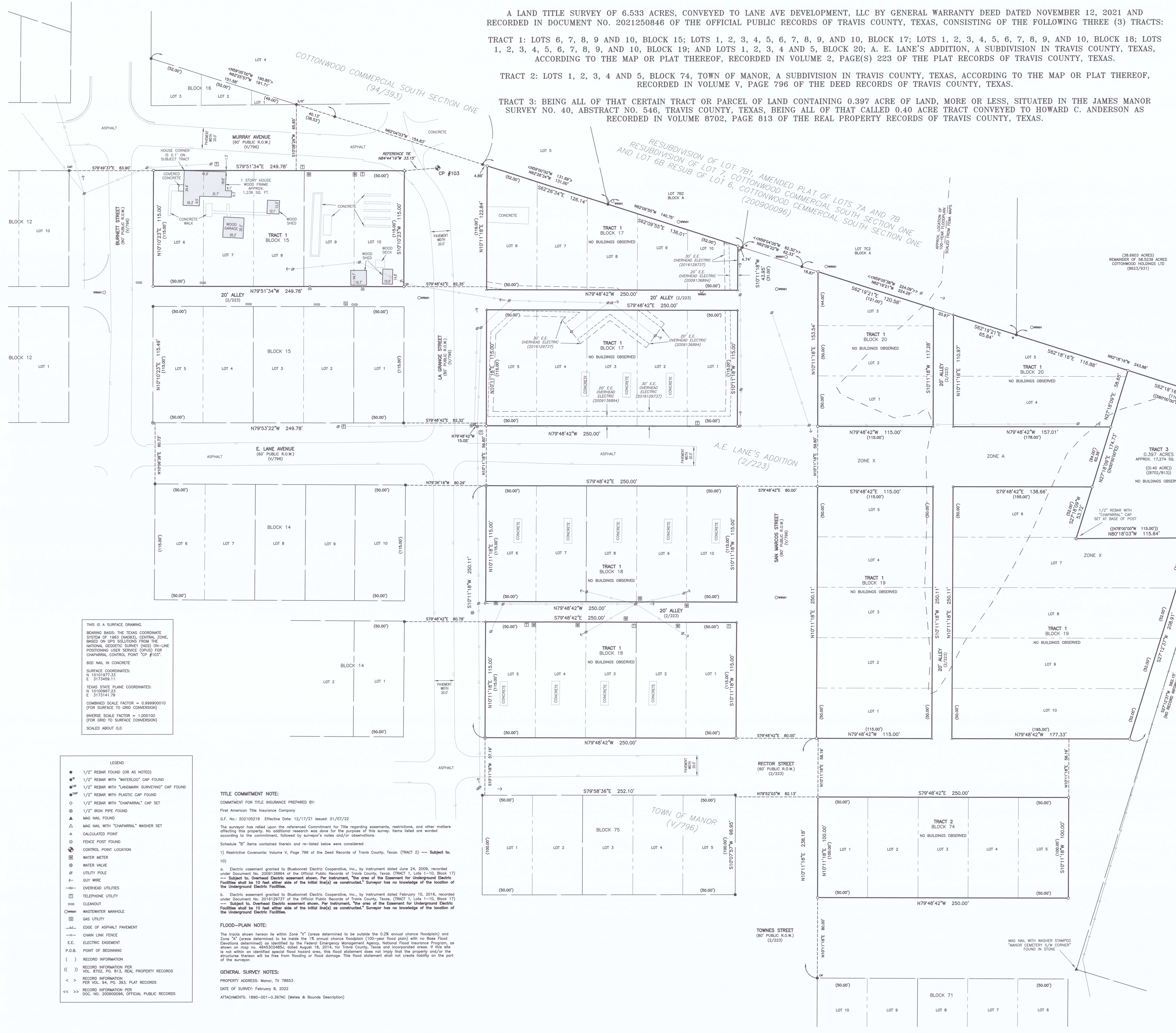
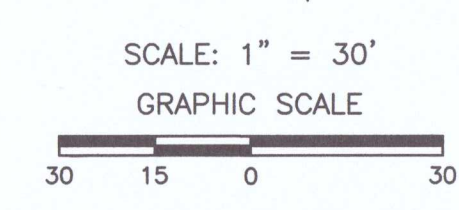
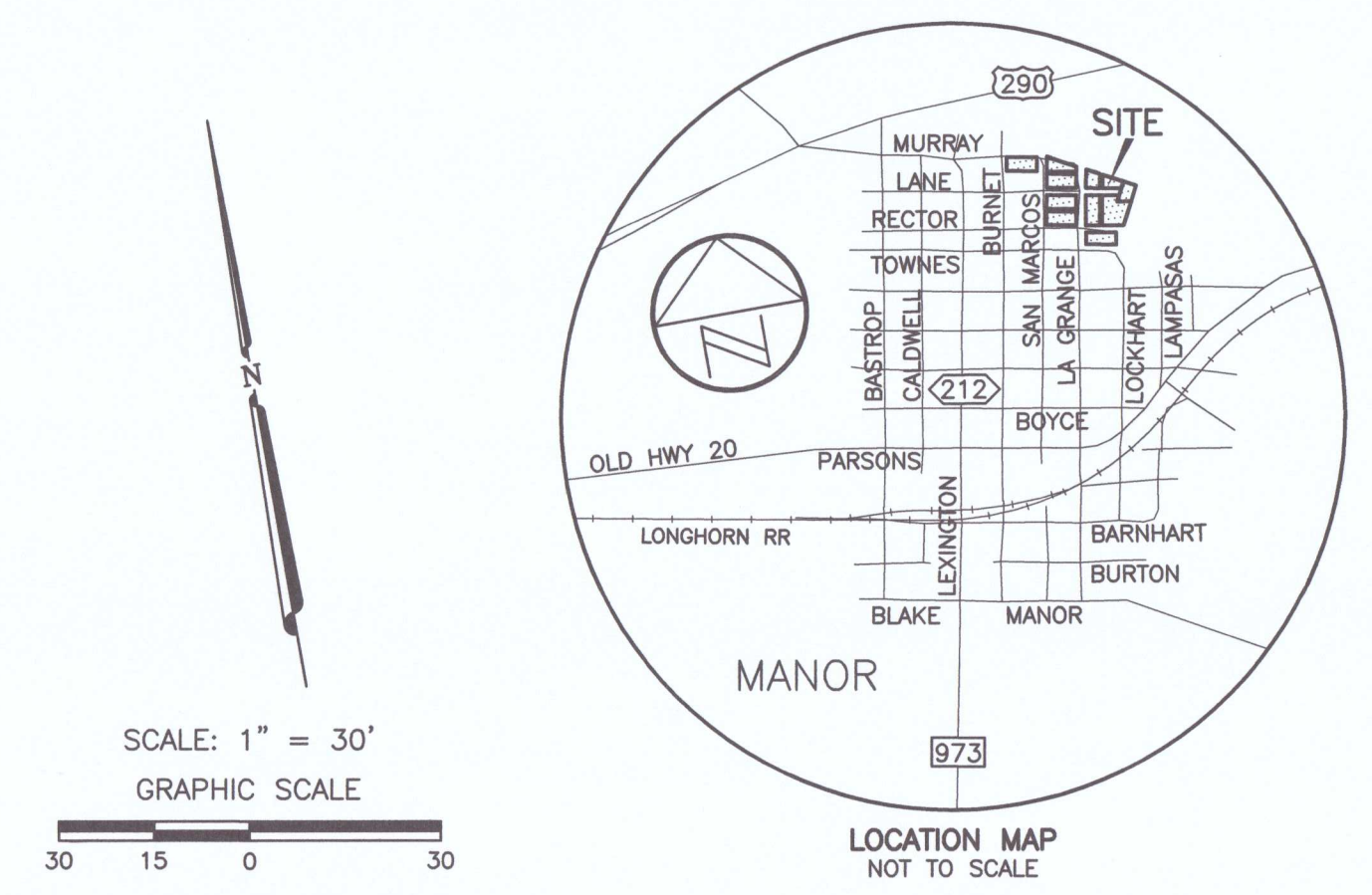
- |                                                                                                                     |                                                                                                                 |                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
|  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        |
|  TF - Two Family               |  C-1 - Light Commercial    |  IN-2 - Heavy Industrial        |
|  TH - Townhome                 |  C-2 - Medium Commercial   |  PUD - Planned Unit Development |
|  MF-1 - Multi-Family 15        |  C-3 - Heavy Commercial    |  ETJ                            |
|  MF-2 - Multi-Family 25        |                                                                                                                 |                                                                                                                      |

A LAND TITLE SURVEY OF 6.533 ACRES, CONVEYED TO LANE AVE DEVELOPMENT, LLC BY GENERAL WARRANTY DEED DATED NOVEMBER 12, 2021 AND RECORDED IN DOCUMENT NO. 2021250846 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONSISTING OF THE FOLLOWING THREE (3) TRACTS:

TRACT 1: LOTS 6, 7, 8, 9 AND 10, BLOCK 15; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 17; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 18; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 19; AND LOTS 1, 2, 3, 4 AND 5, BLOCK 20; A. E. LANE'S ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2, PAGE(S) 223 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2: LOTS 1, 2, 3, 4 AND 5, BLOCK 74, TOWN OF MANOR, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME V, PAGE 796 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 3: BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.397 ACRE OF LAND, MORE OR LESS, SITUATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CALLED 0.40 ACRE TRACT CONVEYED TO HOWARD C. ANDERSON AS RECORDED IN VOLUME 8702, PAGE 813 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.



THIS IS A SURFACE DRAWING. BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "CP #103".

TITLE COMMITMENT NOTE: COMMITMENT FOR TITLE INSURANCE PREPARED BY: First American Title Insurance Company. G.F. No.: 202105219 Effective Date: 12/17/21 Issued: 01/07/22. The surveyor has relied upon the referenced Commitment for Title regarding assessments, restrictions, and other matters affecting this property.

FLOOD-PLAIN NOTE: The tracts shown herein lie within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain) and Zone "A" (areas determined to be inside the 1% annual chance floodplain).

GENERAL SURVEY NOTES: PROPERTY ADDRESS: Manor, TX 78653 DATE OF SURVEY: February 8, 2022 ATTACHMENTS: 1890-001-0397AC (Metes & Bounds Description)

- LEGEND: 1/2" REBAR FOUND (OR AS NOTED), 1/2" REBAR WITH "WATERLOO" CAP FOUND, 1/2" REBAR WITH "LANDMARK SURVEYING" CAP FOUND, 1/2" REBAR WITH PLASTIC CAP FOUND, 1/2" REBAR WITH "CHAPARRAL" CAP SET, 1/2" IRON PIPE FOUND, MAG NAIL FOUND, MAG NAIL WITH "CHAPARRAL" WASHER SET, CALCULATED POINT, FENCE POST FOUND, CONTROL POINT LOCATION, WATER METER, WATER VALVE, GUY WIRE, OVERHEAD UTILITY, TELEPHONE UTILITY, CLEANOUT, WASTEWATER MANHOLE, GAS UTILITY, EDGE OF ASPHALT PAVEMENT, CHAIN LINK FENCE, E.E. ELECTRIC EASEMENT, POINT OF BEGINNING, RECORD INFORMATION, RECORD INFORMATION PER VOL. 8702, PG. 813, REAL PROPERTY RECORDS, RECORD INFORMATION PER VOL. 84, PG. 393, PLAT RECORDS, RECORD INFORMATION PER DOC. NO. 200900096, OFFICIAL PUBLIC RECORDS.

SURVEYOR'S CERTIFICATE: CERTIFIED TO: Lane Ave Development, LLC, a Texas limited liability company. I hereby certify that a survey of the property shown herein was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief, there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property does not adjoin a dedicated road right-of-way or access easement, unless noted hereon.

Paul J. Flugel, Registered Professional Land Surveyor, State of Texas No. 5096. Date: 2-11-2022.

Professional Land Surveying, Inc. logo and contact information: 3500 McCall Lane, Austin, Texas 78744, 512-443-1724. T.B.P.E.L.S. Firm No. 10124500. SHEET 01 OF 01.

Table with 5 columns: LOT 10, LOT 9, LOT 8, LOT 7, LOT 6. Row 1: BLOCK 71. Row 2: TRACT 2 BLOCK 74. Row 3: NO BUILDINGS OBSERVED.



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1416-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 6.533 acres, more or less, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 6.533 acres, more or less, Town of Manor, Block 15, Lots 6-10, Block 17, Lots 1-10, Block 18, Lots 1-10, Block 19, Lots 1-10, Block 20, Lots 1-5, Block 74, Lots 1-5, and 0.397 acres out of the James Manor Survey No. 40, Abstract 546, and being located near the intersection of N. LaGrange Street and East Lane Avenue, Manor, TX from Manufactured Home (MH-1), Light Commercial (C-1), and Single Family Suburban (SF-1) to Townhome (TH).**

**Applicant: BGE, Inc.**

**Owner: Lane Ave Development, LLC**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

PORRAS SIMON U JR & LILLIE  
PO BOX 406  
MANOR, TX 78653

PORRAS MARY HELEN &  
IRENE P BELLMAN & BILL BELLMAN  
PO BOX 807  
MANOR, TX 78653

SUAREZ JOSE JR  
501 N LOCKHART ST  
MANOR, TX 78653

ARELLANO LORENZO  
21007 VERNA ST  
MANOR, TX 78653

MONTES LUIS CARLOS PONCE &  
XOCHITL AIDHE REYES-PONCE  
305 E BROWNING ST  
MANOR, TX 78653

LEAVITT LUMBER COMPANY INC  
395 SOUTH 300 EAST  
PO BOX 96  
KAMAS, UT 84036

KREUZER CHANEL J &  
JOEL ANDREW KREUZER  
301 BROWNING ST  
MANOR, TX 78653

BENITES MELITON LOPEZ  
509 N LOCKHART  
MANOR, TX 78653

SUAREZ LUIS & YOLANDA M  
8604 SHOWERS DR  
ELGIN, TX 78621

BAKER RICHARD & HOLLY M  
PO BOX 1246  
MANOR, TX 78653

CASTILLO GEORGE A & ROSALIE  
PO BOX 733  
MANOR, TX 78653

MANOR UNITED METHODIST CHURCH  
MARY NELL CARLSON  
PO BOX J  
MANOR, TX 78653

DYE VALERIE ANN  
PO BOX 410  
MANOR, TX 78653

DYE MICHAEL E  
1318 SHOTGUN CT  
PFLUGERVILLE, TX 78660

PENA ARACELI U & JUANA D JARAMILLO  
7702 MULLEN DR  
AUSTIN, TX 78757

PENA ARACELI U & SAMUEL R DIAZ &  
JUANA D JARAMILLO  
7702 MULLEN DR  
AUSTIN, TX 78757

FLORES FRANCISCO JR &  
MARILU CALDERON URESTI  
9705 DALLUM DR  
AUSTIN, TX 78753

RANDIG WALTER D & LOIS K  
PO BOX 276  
MANOR, TX 78653

RANDIG WALTER  
21154 MELBER LN #1  
MANOR, TX 78653

DIAZ JUAN J  
7017 ALBACETE LN  
ROUND ROCK, TX 78681

GONZALEZ LEOPOLDO  
107 RECTOR ST  
MANOR, TX 78653

MORENO DANIEL & RUPERTA &  
MIGUEL SAVALZA SOLANO  
505 NORTH BURNET ST  
MANOR, TX 78653

DOVER OLIVER H JR & DORIS  
101 E RECTOR ST  
MANOR, TX 78653

MONDRAGON LIZETH  
PO BOX 1185  
MANOR, TX 78653

FONSECA JOSE LUIS  
PO BOX 1081  
MANOR, TX 78653

BURSE NICHOLE ELIZABETH  
6431 BRIDGEWATER DR  
AUSTIN, TX 78723

PORTALES MARIA E  
710 BURNETT DR  
MANOR, TX 78653

MALDONADO ALICIA & VALDMAR  
707 BURNET ST  
MANOR, TX 78653

JONES ROBERT A & BRENDA F  
PO BOX 943  
MANOR, TX 78653

FORSYTHE WILLIAM & CAROLYN  
PO BOX 139  
MANOR, TX 78653

MEJIA MARTINIANO P & BLANCA E  
BLANCA E MEJIA  
PO BOX 1082  
MANOR, TX 78653

TUMLINSON RANDALL C &  
FRANCES ANN TUMLINSON  
PO BOX 414  
MANOR, TX 78653

WILLIAMS GARY M  
P O BOX 480  
MANOR, TX 78653

GOSEY BOBBY AND SHELDON LIVING  
TRUST  
7300 GILBERT RD  
MANOR, TX 78653

BLUEBONNET ELECTRIC COPERATIVE  
P O BOX 729  
BASTROP, TX 78602

COTTONWOOD HOLDINGS LTD  
DWYER REALTY COMPANIES  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

KUSUM HOSPITALITY LLC  
11301 US HWY 290 E  
MANOR, TX 78653

COUPLAND STATE BANK  
PO BOX 616  
MCKINNEY, TX 75070

THOMASON ERIC & REBEKAH  
109 E MURRAY AVE  
MANOR, TX 78653

GLASS RETHANN  
17500B GLASS RD  
MANOR, TX 78653

SONIC DEVELOPMENT OF CENTRAL TEXAS  
AUSTIN SONIC  
PO BOX 17788  
AUSTIN, TX 78760

MKR PROPERTIES LLC SERIES 11211 US  
HWY 290  
5905 YORK BRIDGE CIR  
AUSTIN, TX 78749

MANOR VILLAGE CONDOMINIUMS LTD  
7500 W SLAUGHTER LN APT 8207  
AUSTIN, TX 78749



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).

**Applicant:** SEC Planning, LLC  
**Owner:** Manor 290 OZ Real Estate, LP

**BACKGROUND/SUMMARY:**

The applicant is requesting to zone 32.69 acres to C-2 Medium Commercial, 20.86 acres to MF-2 Multi-Family 25, and 30.74 acres to TH Townhome. The conceptual layout includes extending Carriage Hills Drive to US 290 to intersect with Bois D’Arc. 30 acres of C-2 could potentially accommodate 200,000 – 250,000 sf of commercial space, 21 acres of MF-2 could be up to 525 units, and 31 acres of TH could be up to 372 units. This plan supports the city’s request for substantial commercial acreage on US 290 and higher density residential to buffer between the commercial and single family.

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

- Ordinance
- Letter of Intent
- Map
- Boundary Map
- Notice
- Lables

**STAFF RECOMMENDATION:**

It is City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).

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





December 15, 2021

City of Manor Planning Department  
105 E. Eggleston Street  
Manor, TX 78653

Re: Ginsel Tract Letter of Intent

The Ginsel tract is a 82.5 acre tract of land located within the City of Manor at the Southeast corner of the intersection of US 290 and Bois-D-Arc Rd. It is the Applicant's intent and request to rezone the entire 82.5 acres with a mix of commercial and residential offerings. Please see the included Requested Zoning Exhibit for an illustrative depiction of the requested zoning districts.

This tract is conveniently located in the eastern portion of the City with convenient access fronting U.S. Highway 290. Along with strong access from this major roadway, the property is in close proximity to planned future commercial/mixed use development to the west, while creating a transitional development to the Existing Single Family to the south. The requested rezoning request will provide employment, retail and service opportunities of a destination variety along with various housing options all with strong vehicular accessibility from U.S. 290.

Current site conditions are also favorable for the vision of a higher intensity development. The property consists of gently sloping farm lands with pockets of tree coverage and existing drainage corridors which the applicant intends to preserve to the best of their ability.

Thank you for your consideration of this zoning change request. The Applicant believes this location has the potential to help meet the housing, service, and employment goals for Manor.

Sincerely,

Gary Jueneman  
Sr. Project Manager

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

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

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1", "A-2", and "A-3" (the "Property"), from the Single Family Suburban (SF-1) to zoning district Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH). The Property is accordingly hereby rezoned to Medium Commercial (C-2), Multi-Family 25 (MF-2), Townhome (TH).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A-1"**

## Property Legal Description Medium Commercial (C-2) Tract:

**ZONING EXHIBIT C-2  
32.6872 ACRES (1,423,853 SQ FT)  
SITUATED IN THE  
A.C. CALDWELL SURVEY, A-154  
TRAVIS COUNTY, TEXAS**

BEING 32.6872 acres (1,423,853 square feet) of land out of the remainder of a called 84.2717 acre tract conveyed to Manor 290 OZ Real Estate LP, by Warranty Deed recorded under Clerk's File No. 2021172435 of the Official Public Records of Travis County, Texas (O.P.R. T.C.T.), said 32.6872 acre tract lying within the A.C. Caldwell Survey, A-154, and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the west line of Lot 5 of Manor Commercial Park, according to the plat of same, recorded under Volume 87, Page 168A, of the Plat Records of Travis County, Texas (P.R. T.C.T.), for the northeast corner of Lot 68, Block D, of Carriage Hills, Section Three, according to the plat of same, recorded under Clerk's File No. 201000127 P.R. T.C.T., for the southeast corner of said 84.2717 acre tract;

THENCE North 72°55'20" West, with the common line between said Carriage Hills, Section Three and said 84.2717 acre tract, a distance of 1482.50 feet to a 5/8 inch iron rod found in the east line of Lot 20, of Block I, of Bell Farms Phase Two-A, according to the plat of same, recorded under Clerk's File No. 200700061 P.R. T.C.T., for the northwest corner of said Carriage Hills, and the southwest corner of said 84.2717 acre tract;

THENCE North 27°58'35" East, with the west line of said 84.2717 acre tract, at 165.99 feet, passing a 5/8 inch iron rod found for the northeast corner of said Bell Farms Phase Two-A, and the southeast corner of the called 30.8643 acre tract conveyed to Manor RV Park, LLC by Warranty Deed recorded under Clerk's File No. 2019179486 of the Official Public Records of Travis County, Texas, and continuing for a total distance of 1575.30 feet to a point for the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE North 27°58'35" East, with the west line of said 84.2717 acre tract, a distance of 837.17 feet to a concrete monument found in the south right of way (R.O.W.) line of Highway 290 East (R.O.W. varies) for an angle point;

THENCE North 56°26'17" East, with said south right of way line, a distance of 175.36 feet to a 5/8" iron rod with cap marked "CORE 6657" set for the northwest corner of the herein described tract;

THENCE North 85°55'19" East, continuing with said south right of way line, a distance of 1287.41 feet to a point for the northeast corner of the herein described tract, from which a found 5/8 inch iron rod bears North 80°47'35" East, a distance of 0.47 feet, and a found 5/8 inch iron rod bears North 84°12'31" East, a distance of 4.77 feet;

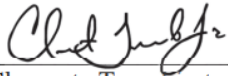
THENCE South 27°46'46" West, with the east line of said 84.2717 acre tract, a distance of 1483.40 feet to a point for the southeast corner of the herein described tract;

THENCE North 62°44'27" West, a distance of 630.82 feet to a point for a corner at the beginning of a curve;

THENCE in a southerly direction, 193.29 feet along a curve to the RIGHT, having a radius of 500.00 feet, a delta angle of 22°08'57", and whose long chord bears South 13°14'41" West, a distance of 192.09 feet to a point for corner of the herein described tract;

**ORDINANCE NO.**

THENCE North 61°47'14" West, a distance of 597.90 feet to the POINT OF BEGINNING and containing a computed 32.6872 acres (1,423,853 square feet) of land.



Clemente Turrubiarres Jr.  
RPLS No. 6657  
Job No. U21-00100  
Issue Date: March 28, 2022  
Revised:



**EXHIBIT "A-2"****Property Legal Description Multi-Family 25 (MF-2) Tract:**

**ZONING EXHIBIT MF-2  
20.8636 ACRES (908,817 SQ FT)  
SITUATED IN THE  
A.C. CALDWELL SURVEY, A-154  
TRAVIS COUNTY, TEXAS**

BEING 20.8636 acres (908,817 square feet) of land out of the remainder of a called 84.2717 acre tract conveyed to Manor 290 OZ Real Estate LP, by Warranty Deed recorded under Clerk's File No. 2021172435 of the Official Public Records of Travis County, Texas (O.P.R. T.C.T.), said 20.8636 acre tract lying within the A.C. Caldwell Survey, A-154, and is more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found in the west line of Lot 5 of Manor Commercial Park, according to the plat of same, recorded under Volume 87, Page 168A, of the Plat Records of Travis County, Texas (P.R. T.C.T.), for the northeast corner of Lot 68, Block D, of Carriage Hills, Section Three, according to the plat of same, recorded under Clerk's File No. 201000127 P.R. T.C.T., for the southeast corner of said 84.2717 acre tract;

THENCE North 72°55'20" West, with the common line between said Carriage Hills, Section Three and said 84.2717 acre tract, a distance of 835.67 feet to a point for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE North 72°55'20" West, a distance of 646.83 feet to a 5/8 inch iron rod found in the east line of Lot 20, of Block I, of Bell Farms Phase Two-A, according to the plat of same, recorded under Clerk's File No. 200700061 P.R. T.C.T., for the northwest corner of said Carriage Hills, and the southwest corner of said 84.2717 acre tract and the herein described tract;

THENCE North 27°58'35" East, with the west line of said 84.2717 acre tract, at 165.99 feet, passing a 5/8 inch iron rod found for the northeast corner of said Bell Farms Phase Two-A, and the southeast corner of the called 30.8643 acre tract conveyed to Manor RV Park, LLC by Warranty Deed recorded under Clerk's File No. 2019179486 of the Official Public Records of Travis County, Texas, and continuing for a total distance of 1575.30 feet to a point for the northwest corner of the herein described tract;

THENCE South 61°47'14" East, a distance of 597.90 feet to a point at the beginning of a curve, for the northeast corner of the herein described tract;

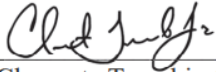
THENCE in a southerly direction, 33.98 feet along a curve to the RIGHT, having a radius of 500.00 feet, a delta angle of 03° 53' 37", and whose long chord bears South 26°15'58" West, a distance of 33.97 feet to a point;

THENCE South 28°12'46" West, a distance of 1126.05 feet to a point at the beginning of a curve;

THENCE in a southerly direction, 157.18 feet along a curve to the LEFT, having a radius of 800.00 feet, a delta angle of 11° 15' 26", and whose long chord bears South 22°35'04" West, a distance of 156.93 feet to a point;

**ORDINANCE NO.**

THENCE South 16°57'21" West, a distance of 136.83 feet to the POINT OF BEGINNING and containing a computed 20.8636 acres (908,817 square feet) of land.



Clemente Turrubiarres Jr.  
RPLS No. 6657  
Job No. U21-00401  
Issue Date: March 28, 2022  
Revised:



**EXHIBIT "A-3"**

Property Legal Description Townhome (TH) Tract:

**ZONING EXHIBIT TH  
30.7419 ACRES (1,339,118 SQ FT)  
SITUATED IN THE  
A.C. CALDWELL SURVEY, A-154  
TRAVIS COUNTY, TEXAS**

BEING 30.7419 acres (1,339,118 square feet) of land out of the remainder of a called 84.2717 acre tract conveyed to Manor 290 OZ Real Estate LP, by Warranty Deed recorded under Clerk's File No. 2021172435 of the Official Public Records of Travis County, Texas (O.P.R. T.C.T.), said 30.7419 acre tract lying within the A.C. Caldwell Survey, A-154, and is more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the west line of Lot 5 of Manor Commercial Park, according to the plat of same, recorded under Volume 87, Page 168A, of the Plat Records of Travis County, Texas (P.R. T.C.T.), for the northeast corner of Lot 68, Block D, of Carriage Hills, Section Three, according to the plat of same, recorded under Clerk's File No. 201000127 P.R. T.C.T., for the southeast corner of said 84.2717 acre tract;

THENCE North 72°55'20" West, a distance of 835.67 feet to a point for the southwest corner of the herein described tract;

THENCE North 16°57'21" East, a distance of 136.83 feet to a point at the beginning of a curve;

THENCE in a northerly direction, 157.18 feet along a curve to the RIGHT, having a radius of 800.00 feet, a delta angle of 11°15'26", and whose long chord bears North 22°35'04" East, a distance of 156.93 feet to a point;

THENCE North 28°12'46" East, a distance of 1126.05 feet to a point at the beginning of a curve;

THENCE in a northerly direction, 227.27 feet along a curve to the LEFT, having a radius of 500.00 feet, a delta angle of 26°02'34", and whose long chord bears North 15°11'29" East, a distance of 225.32 feet to a point for the northwest corner of the herein described tract;

THENCE South 62°44'27" East, a distance of 630.82 feet to a point for a northeast corner;

THENCE South 27°46'46" West, a distance of 16.80 feet to a point for an interior corner;

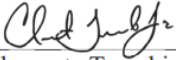
THENCE South 62°07'08" East, a distance of 273.68 feet to a point in the west line of said Manor Commercial Park for the northeast corner of the herein described tract;



**ORDINANCE NO.**

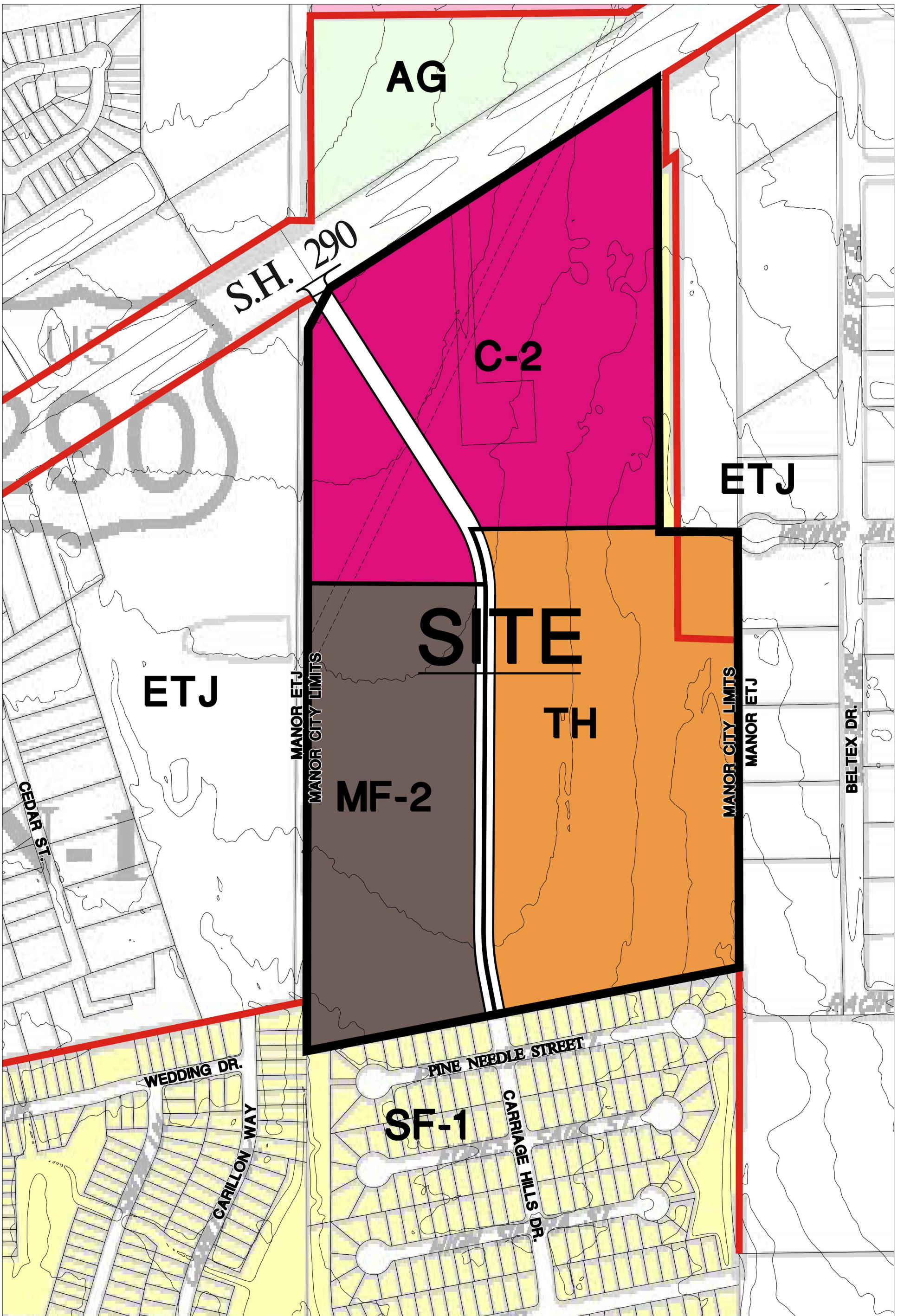
THENCE South 27°48'42" West, west line of Manor Commercial Park Plat, recorded under Volume 87, Page 168A P.R. T.C.T., a distance of 366.88 feet to a point for corner being in the west line of Lot 2 of said Manor Commercial Park, being an angle point of the herein described tract, from which a found 5/8 inch iron rod, bears North 26°59'33" West, a distance of 0.58 feet;

THENCE South 27°54'59" West, along said west line of said Manor Commercial Park, passing at a distance of 216.65 feet a found 5/8 inch iron rod, marking the common corner of Lots 2 and 3, passing at a distance of 736.79 feet a found 5/8 inch iron rod, marking the common corner of Lots 4 and 5, passing at a distance of 996.37 feet a found 5/8 inch iron rod and continuing for a total distance of 1102.98 feet to the POINT OF BEGINNING and containing a computed 30.7419 acres (1,339,118 square feet) of land.



Clemente Turrubiarres Jr.  
RPLS No. 6657  
Job No. U21-00401  
Issue Date: March 28, 2022  
Revised:





ZONING OPTION 3  
GINSEL TRACT



0 150' 300' 600'

Scale: 1" = 300'

North

Date: September 16, 2021



SEC Planning, LLC

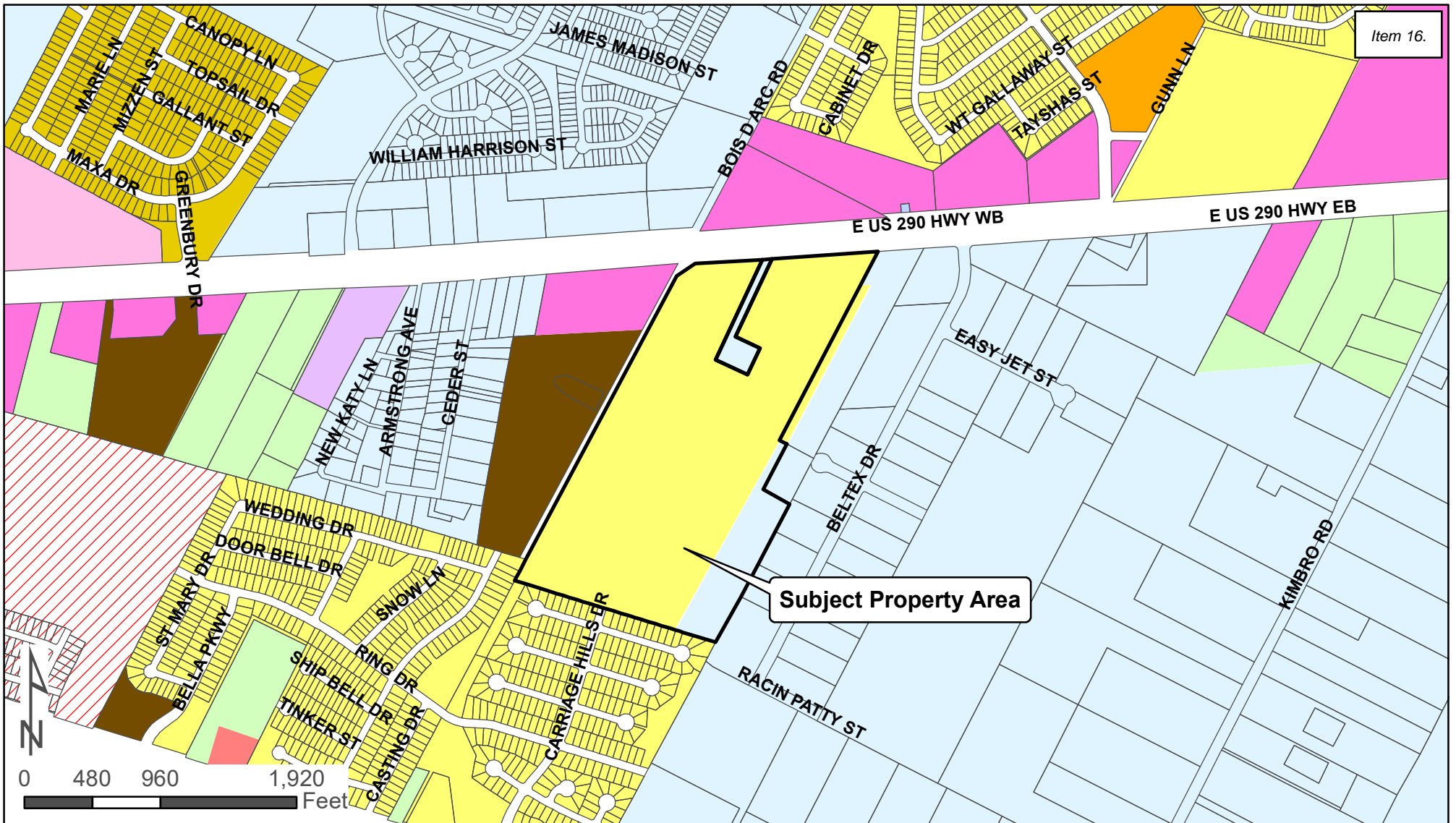
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS  
1.512.246.7003  
www.secplanning.com + info@secplanning.com

**MANOR OPPORTUNITY  
FUND LLC**  
MANOR, TEXAS

SHEET FILE: I:\210105-MAOF\Cadfiles\PLANNING\Submittals\Zoning Exhibits\Zoning Option 3.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



Current:  
Single Family Suburban (SF-1)

Proposed:  
Medium Commercial (C-2)  
Multi-Family 25 (MF-2)  
Townhome (TH)

**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        |
| TF - Two Family               | C-1 - Light Commercial    | IN-2 - Heavy Industrial        |
| TH - Townhome                 | C-2 - Medium Commercial   | PUD - Planned Unit Development |
| MF-1 - Multi-Family 15        | C-3 - Heavy Commercial    | ETJ                            |
| MF-2 - Multi-Family 25        |                           |                                |



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1404-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 86.05 acres, more or less, and being located at 13301 US Hwy 290 E, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 86.05 acres, more or less, out of the AC Caldwell Survey No. 52, Abstract 154, and being located at 13301 US Hwy 290 E, Manor, TX from Single Family Suburban (SF-1) to Medium Commercial (C-2), Multi-Family 25 (MF-2), and Townhome (TH).**

***Applicant:* SEC Planning, LLC**

***Owner:* Manor 290 OZ Real Estate, LP**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

MONTES PABLO & ANDREA MONTES  
12921 CARILLON WAY  
MANOR, TX 78653-5194

CASTRO JOHNNY C JR &  
MARIBEL CASTRO  
12925 CARILLON WAY  
MANOR, TX 78653-5194

PARRY BRANDON  
12929 CARILLON WAY  
MANOR, TX 78653-5194

AROS JOE & SUSIE  
12933 CARILLON WAY  
MANOR , TX 78653-5194

POWELL JUSTIN LEE  
12937 CARILLON WAY  
MANOR , TX 78653-5194

BAKER KELLY ANNE  
PO BOX 10933  
AUSTIN , TX 78766-1933

GONZALES-VALENCIA DAVID  
13005 CARILLON WAY  
MANOR , TX 78653-5195

VU IVY & PHINGA TA  
7906 ISAAC PRYOR DR  
AUSTIN, TX 78749-1753

ALBARRACIN STEVEN M & ZHANNA A  
13016 WEDDING DR  
MANOR, TX 78653-5189

UPSHUR DIONNE I & RALEIGH C  
13020 WEDDING  
MANOR , TX 78653-5189

MANOR RV PARK LLC  
460 N MAIN ST STE 304  
GLEN ELLYN, IL 60137-5176



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 6, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

**Applicant:** Metcalfe, Wolff, Stuart & Williams, LLP

**Owner:** Dwyer Realty Companies

**BACKGROUND/SUMMARY:**

This property is along the currently under construction Gregg Manor and will be across that road from the Lion’s Club. They are leaving a 1.6-acre tract as C-1 light commercial as well as extending Eggleston Street to connect to the new Gregg Manor Road. The property directly north is zoned MF-2, the properties west are zoned C-1 Light Commercial, and the properties along Parsons are zoned C-1 Light Commercial, Institutional, or SF-1 Single Family. Parson is considered a commercial corridor. West of the property is zoned SF-1 Single Family. The building setback for MF-2 to SF-1 is 80’ and of that 25’ is a bufferyard that only permits a solid wall and landscaping to provide a physical and visual buffer between the MF and SF. 9.8 acres of MF-2 can be up to 245 units.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Letter of Intent
- Ordinance
- Boundary Map
- Map
- Notice
- Labels

**STAFF RECOMMENDATION:**

It is City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

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



METCALFE WOLFF  
STUART & WILLIAMS, LLP

TALLEY WILLIAMS  
Partner

twilliams@mwswtexas.com  
512-404-2234

March 11, 2022

Mr. Scott Dunlop  
Interim City Manager  
105 E Eggleston St.,  
Manor, Texas 78653

**Via Online Submittal**

Re: Application for Rezoning; Approximately 13.95 acres within the Las Entradas South Project located along the future Gregg Manor Extension and North of Old Highway 20 in Manor, Texas (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Light Commercial (C-1) to Multi-family 25 (MF-2). The Property is located within the Las Entradas South Project located along the future Gregg Manor Extension and North of Old Highway 20 in Manor, Texas (see attached Location Map).

The Property is part of the Las Entradas South Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. The Property will provide a unique multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

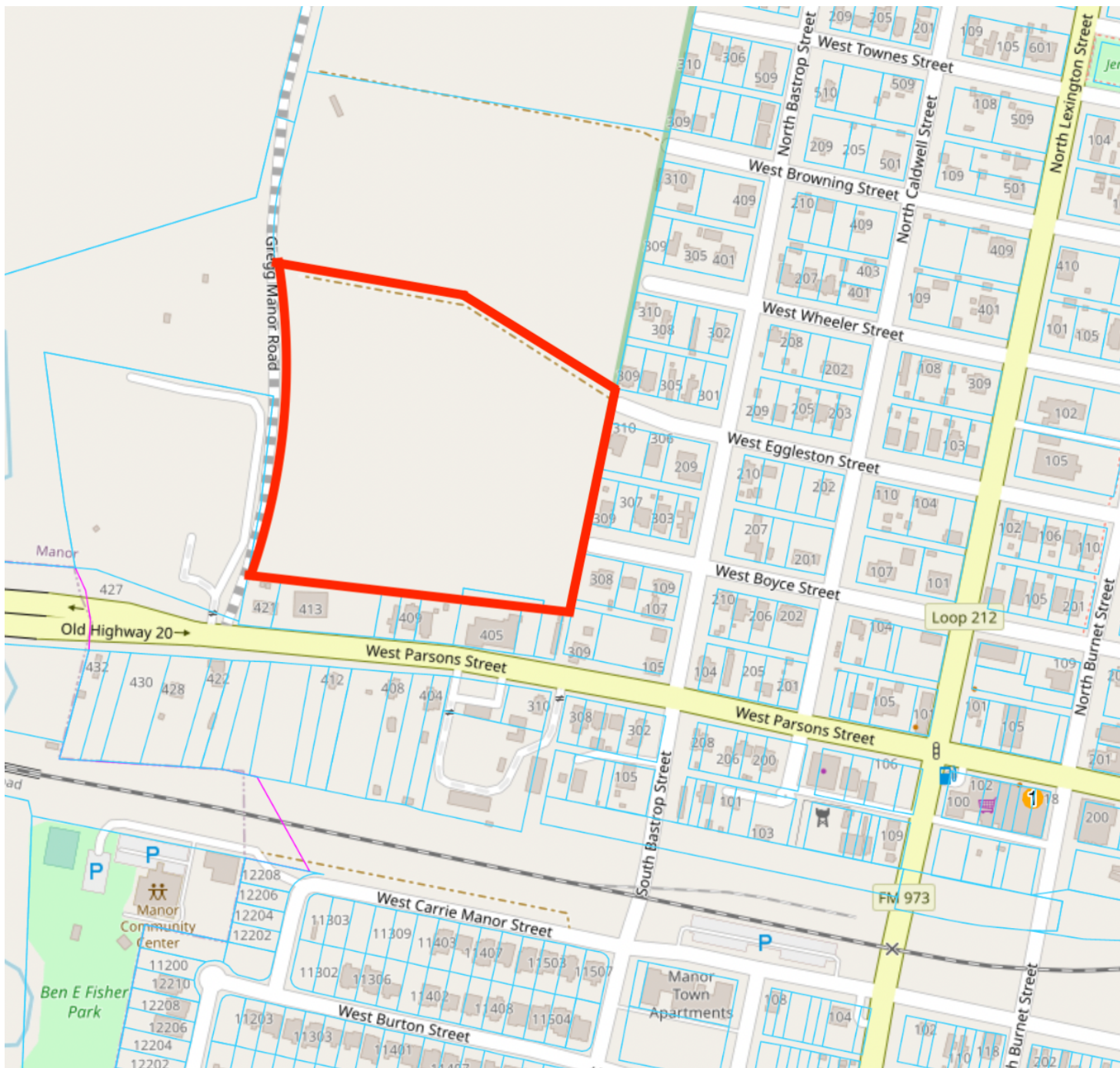
If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Sincerely,

A handwritten signature in blue ink that reads "Talley Williams".

Talley Williams

**ZONING EXHIBIT**





**ORDINANCE NO.**

**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 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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

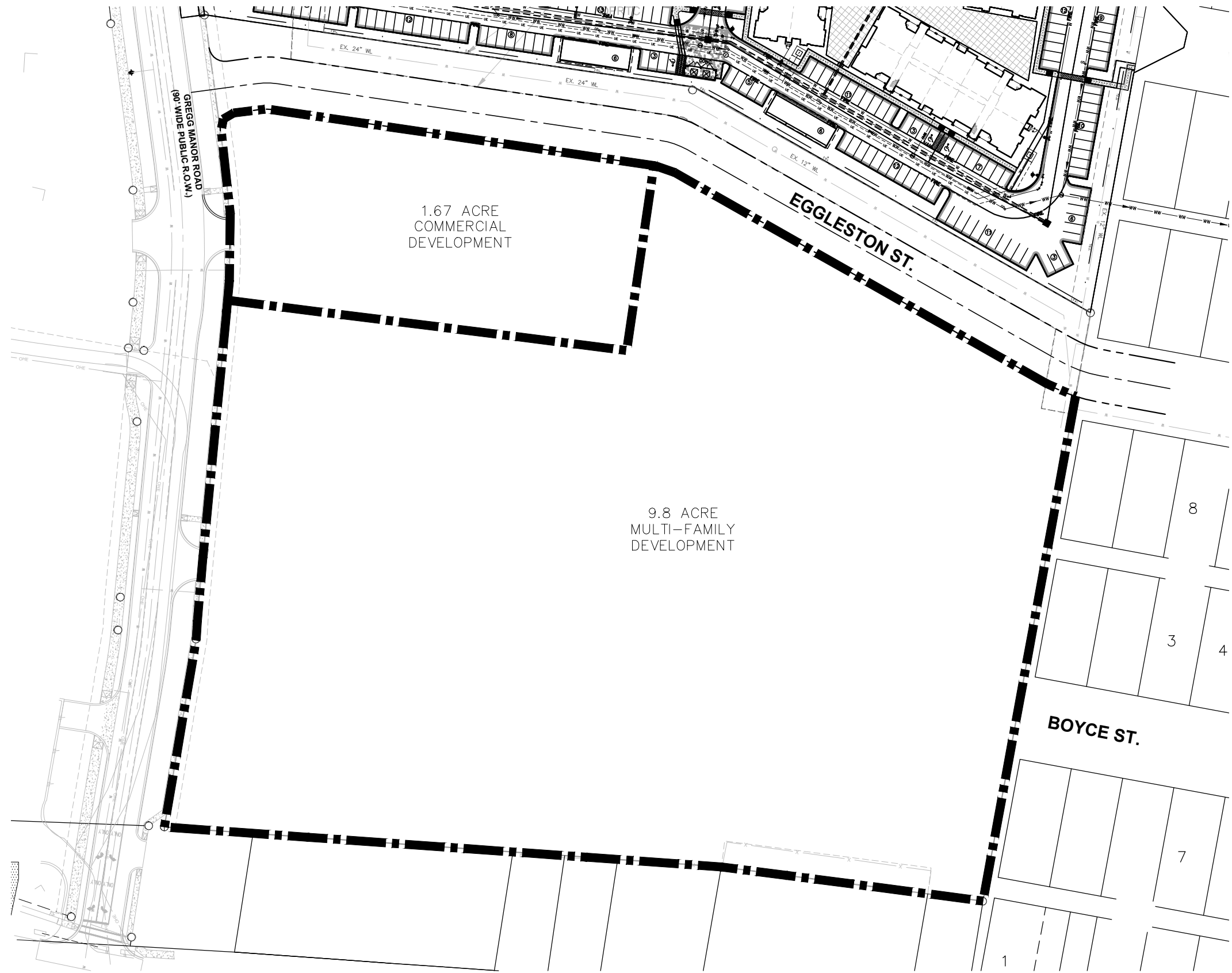
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Legal Description:

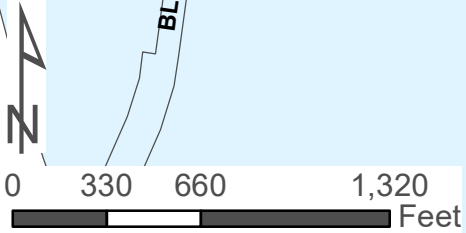
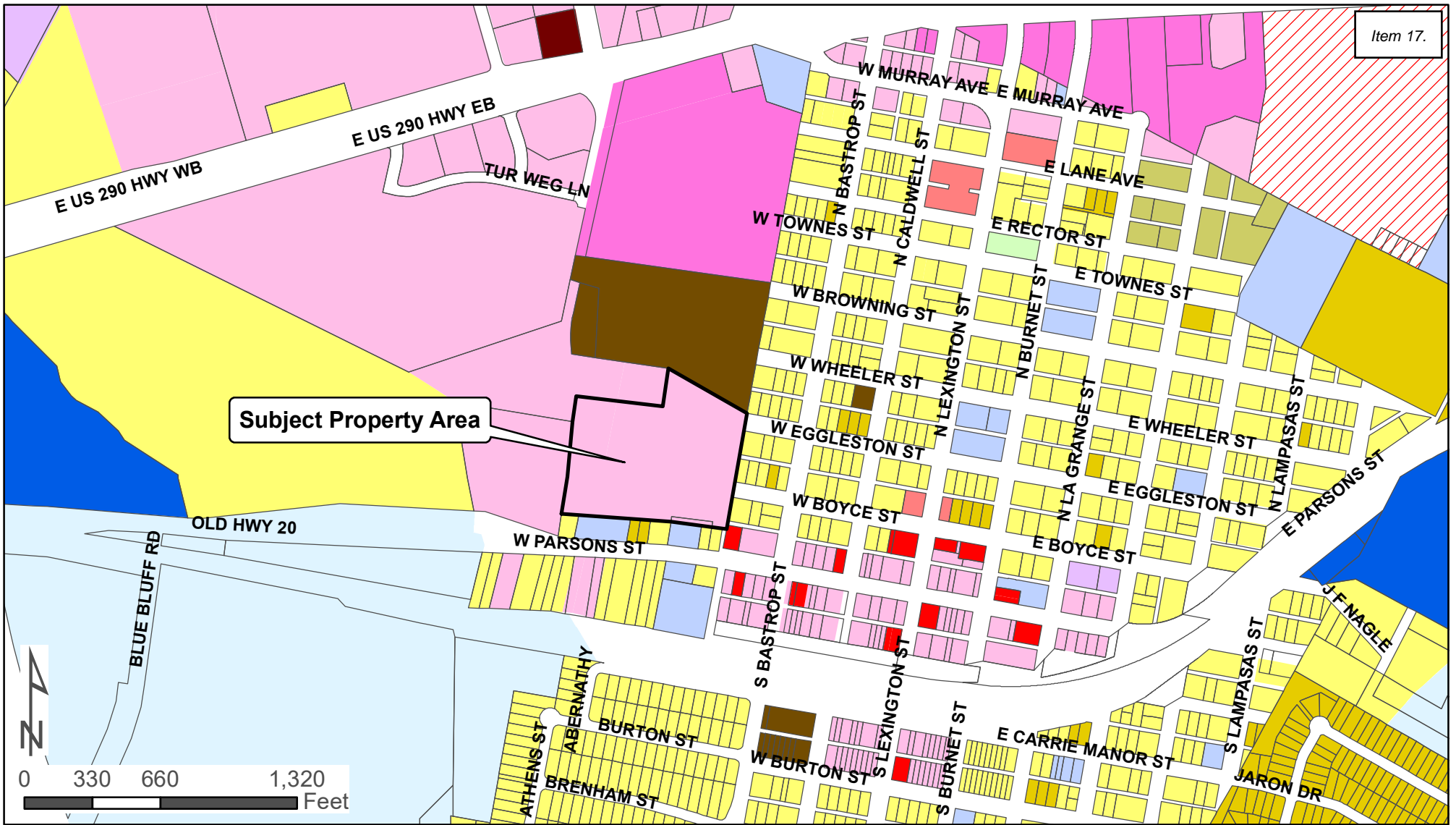


# "EXHIBIT A"

MULTI-FAMILY DEVELOPEMENT  
MANOR, TX

DEVELOPER:  
DD&B  
CONSTRUCTION  
17B FIRSTFIELD RD.  
GAITHERSBURG,  
MD 20878

## SITE PLAN



Current:  
Light Commercial (C-1)

Proposed:  
Multi-Family 25 (MF-2)

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



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1425-ZO

Case Manager: Scott Dunlop

Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 13.224 acres, more or less, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 13.224 acres, more or less, out of the James Manor Survey No. 40, Abstract No. 546, and being located near the intersection of East Parsons Street and Bastrop Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**

***Applicant:* Metcalfe, Wolff, Stuart & Williams, LLP**

***Owner:* Dwyer Realty Companies**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Newsome Florence Et Al.  
P.O. BOX 133  
Manor, TX 78653

Field Mary R Et. Al.  
P.O. BOX 184  
Manor, TX 78653

Duvall Novella P  
P.O. BOX 654  
Manor, TX 78653

Newsome Florence Et Al.  
P.O. BOX 133  
Manor, TX 78653

Taylor Floyd Roy Et. Al.  
7010 Blessing  
Austin, TX 78752

Herrera Juan Carlos & Maria D  
107 N Bastrop St.  
Manor, TX 78653

Garcia Epifanio Delgado  
5503 Hibiscus  
Austin, TX 78724

Cabello Pedro & Erica Cabello  
209 N Bastrop St.  
Manor, TX 78653

Desh Jr. LLC  
4419 Ramsey Ave.  
Austin, TX 78756

Wheeler Street Partnership  
P.O. BOX 170309  
Austin, TX 78717

Easley Lenora  
P.O. BOX 734  
Manor, TX 78653

Riojas Santiago & Irasema  
P.O. BOX 885  
Manor, TX 78653

Loggins Raydell  
P.O. BOX 47  
Manor, TX 78653

Easley Lenora  
307 W Boyce St.  
Manor, TX 78653

Crumbley Gilbert & Essie  
P.O. BOX 170309  
Austin, TX 78717

Bowen Bradley & Paula  
18109 Whitewater Cv.  
Round Rock, TX 78681

Bush Kaitanya L  
P.O. BOX 218  
Manor, TX 78653

Travis County Emergency  
P.O. BOX 846  
Manor, TX 78653

Bowen Bradley & Paula  
18109 Whitewater Cv.  
Round Rock, TX 78681

Guerrero Julio & Cynthia  
P.O. BOX 142265  
Austin, TX 78714

Travis County Emergency  
P.O. BOX 846  
Manor, TX 78653

Sepco  
P.O. BOX 170309  
Austin, TX 78717

Bowen Bradley & Paula  
18109 Whitewater Cv.  
Round Rock, TX 78681

Milligan Finish  
3811 Liberty Square Trail  
Fresno, TX 77545

Sepco  
P.O. BOX 170309  
Austin, TX 78717

Mims Michael L & Beverly R  
P.O. BOX 447  
Manor, TX 78653

Chavez Marcos A  
12555 Kimbro Rd  
Manor, TX 78653

AAA Fire & Safety Equipment Co. Inc.  
P.O. BOX 16401  
Austin, TX 78761

Davis Hattie Mae  
P.O. BOX 229  
Manor, TX 78653

Wilson Joetta  
411 W Parsons St.  
Manor, TX 78653

Burns Memorial Temple  
P.O. BOX 1061  
Manor, TX 78653

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Al Noor Muslim Community Center of  
Manor  
900 Low Brim Cv  
Pflugerville, TX 78660

Li Julie  
P.O. BOX 203731  
Austin, TX 78720

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Carbajol Felipe H & Isabel Ortuno  
P.O. BOX 214  
Manor, TX 78653

Lions Club of Manor Inc.  
P.O. BOX 68  
Manor, TX 78653

Burns Elbert R Et. Al.  
P.O. BOX 413  
Manor, TX 78653

Jones Samuel Dell Jr & Rachel  
P.O. BOX 416  
Manor, TX 78653

Manor Apartments LLC  
4600 Triangle Ave. #6102  
Austin, TX 78751

Smith Audrey B  
10304 Ivy Jade  
Schertz, TX 78154

Miramontes Manuel Torres & J  
19337 W T Gallaway St.  
Manor, TX 78653

Samudio Faustino  
P.O. BOX 28  
Manor, TX 78653

Okoro Chiamo  
3101 E. 12th St. Unit D-4  
Austin, TX 78702

Esparza Antonio  
16709 Hamilton Point Cir  
Manor, TX 78653

Salazar Jose Cipriano & Uganda  
P.O. BOX 164  
Manor, TX 78653

Okoro Chiamo  
3101 E. 12th St. Unit C4  
Austin, TX 78702

Habbit Ambus & Purinea  
432 W Parsons St.  
Manor, TX 78653

De Leon Carmen P  
P.O. BOX 81  
Manor, TX 78653

Casimiro Mildred  
412 W. Parsons St.  
Manor, TX 78653

Manor ISD  
P.O. BOX 359  
Manor, TX 78653

Reyes Mary A & Robert H  
P.O. BOX 344  
Manor, TX 78653

Montero Roberto  
709 Busleigh Cattle Way  
Pflugerville, TX 78660

Riojas Oralia Garza  
P.O. BOX 89  
Manor, TX 78653

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Al Noor Muslim Community Center of  
Manor  
900 Low Brim Cv  
Pflugerville, TX 78660





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

**Applicant:** Metcalfe, Wolff, Stuart & Williams, LLP  
**Owner:** Edward Butler

**BACKGROUND/SUMMARY:**

This 26 acres is directly south of the 40 acres that MISD is constructing their K-8 School. South of this property remains C-2 Medium Commercial. There is a planned roadway through the commercial tract that would provide this MF-2 tract with access to US 290 as well as FM 973. 26 acres of MF-2 could be up to 650 units, but they have proposed 600 units.

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

- Letter of Intent
- Ordinance
- Maps
- Survey
- Notices
- Labels

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).

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





METCALFE WOLFF  
STUART & WILLIAMS, LLP

TALLEY WILLIAMS  
Partner

twilliams@mwswtexas.com  
512-404-2234

March 11, 2022

Mr. Scott Dunlop  
Interim City Manager  
105 E Eggleston St.,  
Manor, Texas 78653

**Via Online Submittal**

Re: Application for Rezoning; Approximately 26.30 acres (designated as Lot 1, Block A) within the Butler-Manor Project located at E. US 290 and 13100 N. FM 973 (the "Property").

Dear Mr. Dunlop:

As representatives of the owner of the above stated Property we respectfully submit the attached Zoning Application to request a change from Medium Commercial (C-2) to Multi-family 25 (MF-2). The Property is located within the Butler-Manor Project located at E. US 290 and 13100 N. FM 973 and is currently undeveloped (see attached Location Map).

The Property is part of the Butler-Manor Project which is a mixed-use development that also includes commercial and residential uses as well as publicly accessible open space. The Property will provide a unique and highly amenitized multifamily development in this high quality, pedestrian oriented development of horizontal mixed use, which is desired by the City of Manor.

Attached to this application is a Microsoft Word document with the names and addresses of property owners within 300 feet of the Property, tax certificates and metes and bounds for the Property.

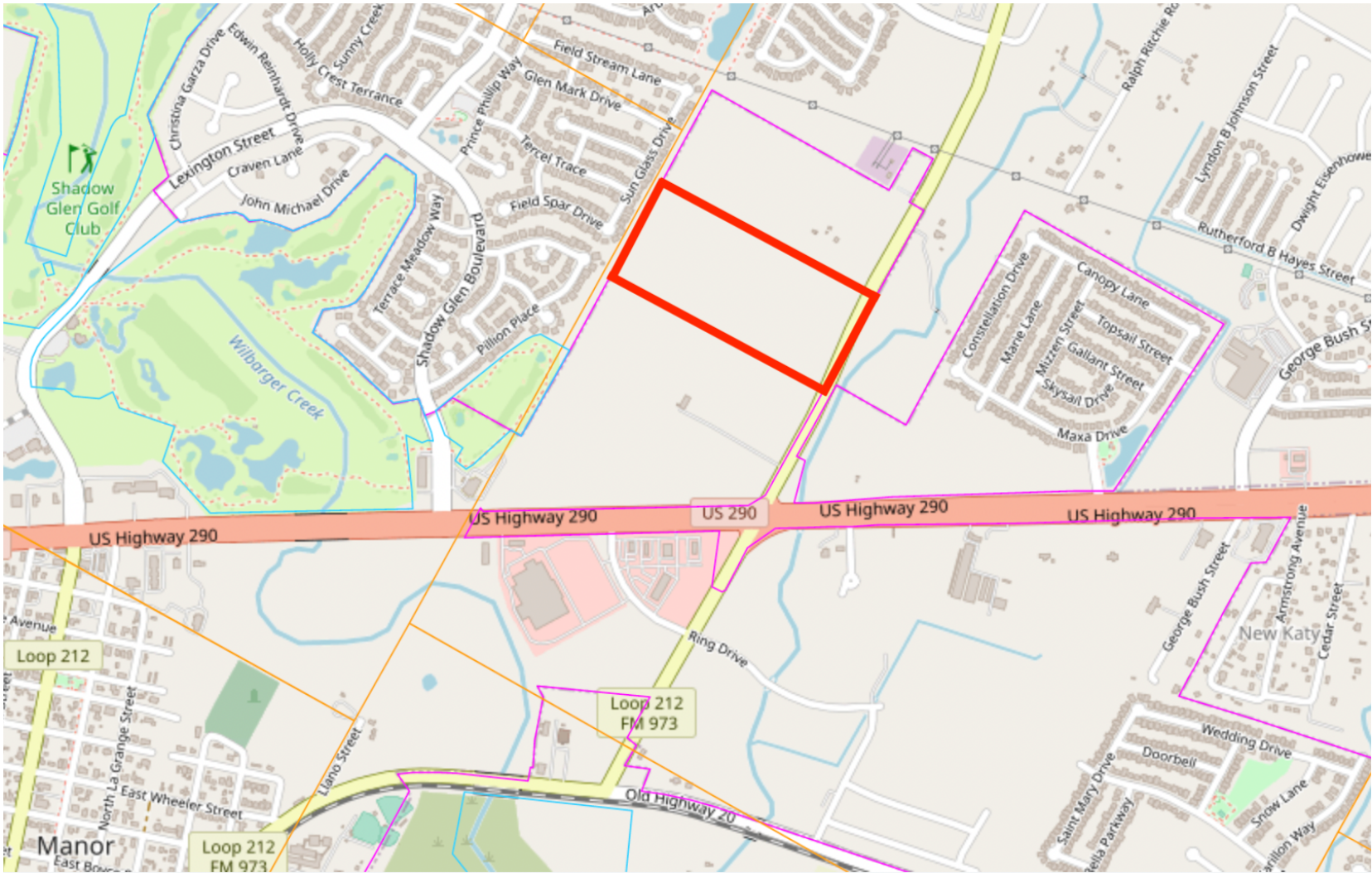
If you have any questions about the proposed Zoning Application or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

A handwritten signature in blue ink that reads 'Talley Williams'.

Talley Williams

**ZONING EXHIBIT**



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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM MEDIUM COMMERCIAL (C-2) 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 Medium Commercial (C-2) 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.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of \_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

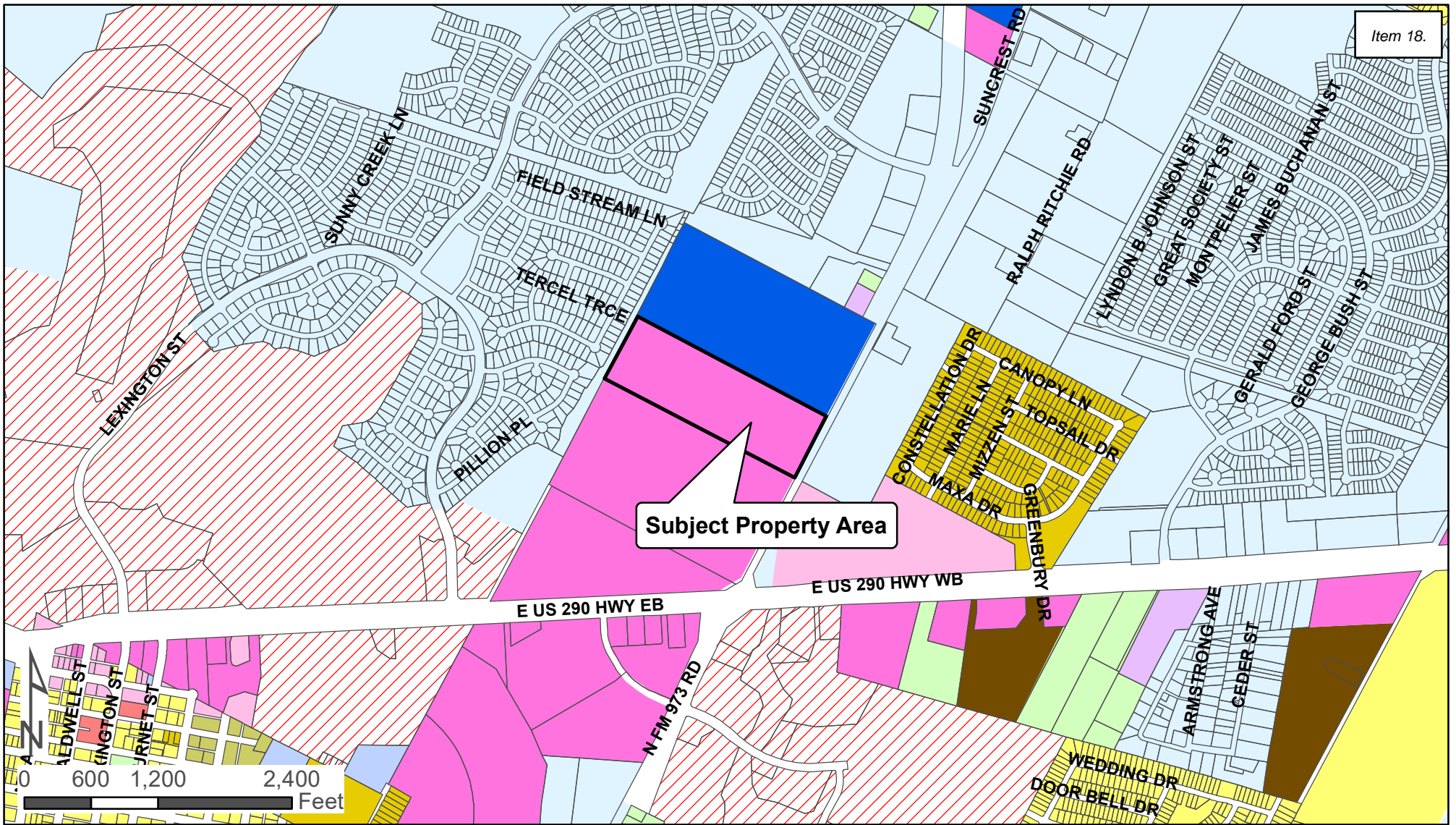
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Legal Description:



Current:  
Medium Commercial (C-2)

Proposed:  
Multi-Family 25 (MF-2)

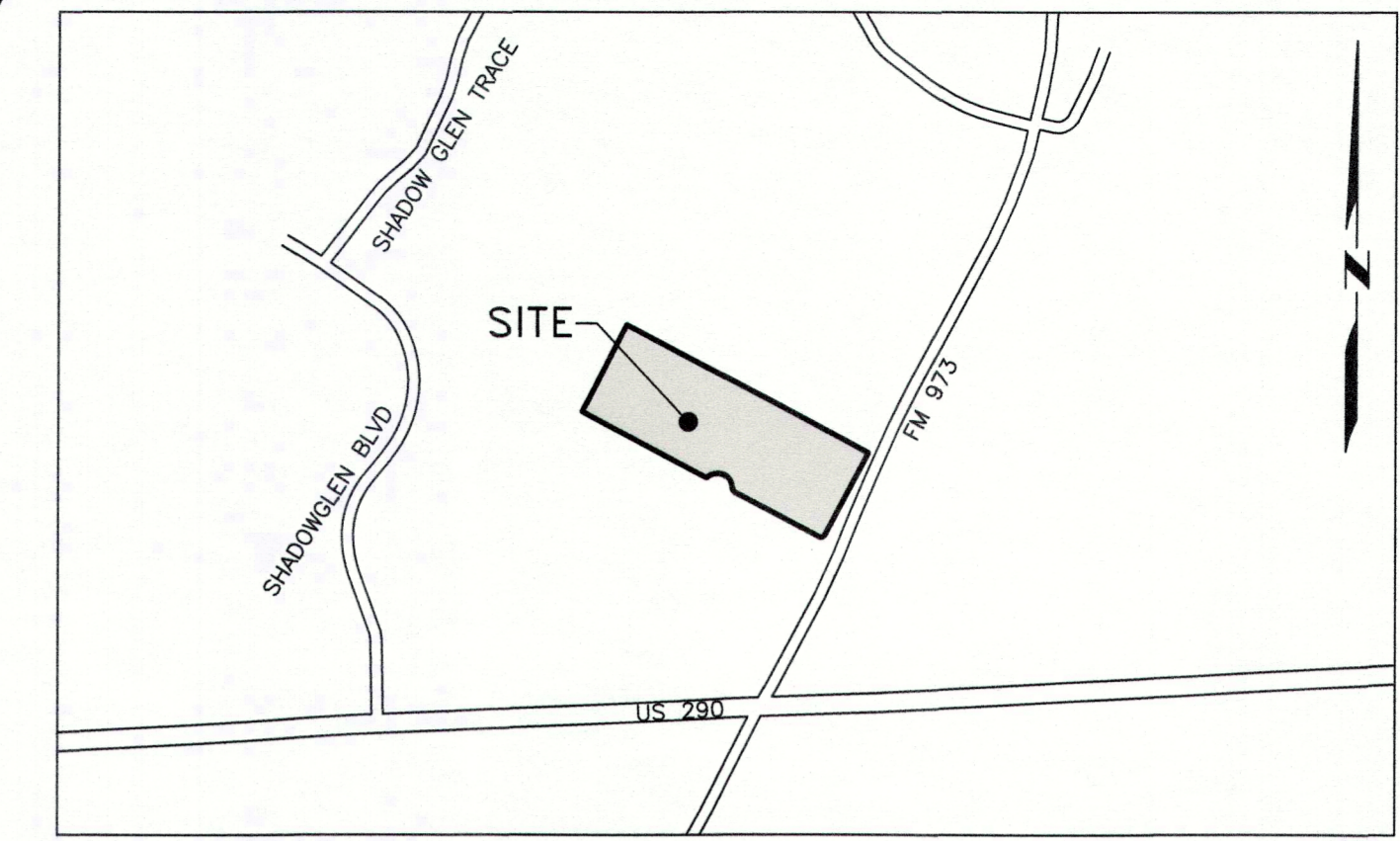
Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium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



BLUEBONNET FINAL PLAT DOC. NO. 200800197 O.P.R.T.C.T.

LOT 1, BLOCK 1

MICHAEL J. PAOLIK AND MICHAEL JAMES PAOLIK, JR. (1.062 ACRES) DOC. NO. 200596042 O.P.R.T.C.T.



VICINITY MAP (NOT TO SCALE)

COMMITMENT FOR TITLE INSURANCE PROVIDED BY: TITLE RESOURCES GUARANTY COMPANY OF NO. 2153735-00M EFFECTIVE DATE: OCTOBER 14, 2021 ISSUE DATE: OCTOBER 26, 2021

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: DOCUMENT NO. 2013089575, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

SCHEDULE B EXCEPTIONS:

- 10a EASEMENT: RECORDED: VOLUME 623, PAGE 322, DEED RECORDS, TRAVIS COUNTY, TEXAS. LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE (DOES NOT AFFECT)
10b EASEMENT: RECORDED: VOLUME 650, PAGE 212, DEED RECORDS, TRAVIS COUNTY, TEXAS. LOWER COLORADO RIVER AUTHORITY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE (MAY AFFECT, VAGUE DESCRIPTION)
10c EASEMENT: RECORDED: VOLUME 4822, PAGE 1615, DEED RECORDS, TRAVIS COUNTY, TEXAS. MANVILLE WATER SUPPLY CORP. PURPOSE: PIPELINE (MAY AFFECT, VAGUE DESCRIPTION)
10d ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)
10e RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY) (NOT A SURVEY MATTER)
10f RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NO ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.) (NOT A SURVEY MATTER)
10g ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED. (NOTED HEREON)
10h ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NOTED HEREON)
10i ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY. (NOTED HEREON)

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.0000755219. SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

FLOOD NOTE:

THE TRACT SHOWN HEREON DOES NOT APPEAR TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, IN A LETTER OF MAP CHANGE (LOMC) ACTION DATED JANUARY 15, 2020, WITH AN EFFECTIVE DATE OF JANUARY 23, 2020. CASE NUMBER 13-06-0041V FOR TRAVIS COUNTY, TEXAS, COMMUNITY NO. 481026.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ALTA/NSPS TABLE A NOTES:

- TABLE A ITEM 2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. ADDRESS UNKNOWN
TABLE A ITEM 6(a). IF SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, LIST THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR.
TABLE A ITEM 6(b). IF THE ZONING SETBACK REQUIREMENTS ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. A ZONING REPORT WAS NOT PROVIDED TO THE SURVEYOR.
TABLE A ITEM 7(a). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY, AT THE TIME OF FIELDWORK.
TABLE A ITEM 9. NUMBER AND TYPE (E.G. HANDICAPPED, MOTORCYCLE, REGULAR, ETC.) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. NO CLEARLY IDENTIFIABLE PARKING SPACES EXISTING ON THE SITE AT THE TIME OF THE SURVEY.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:

TO GO MULTI-FAMILY DEVELOPMENT, LLC AND TITLE RESOURCES GUARANTY COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 11, & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON SEPTEMBER 23, 2021.

DATE OF PLAT OR MAP: NOVEMBER 29, 2021.



11/29/2021 [Signature] TRAVIS S. TABOR REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6426

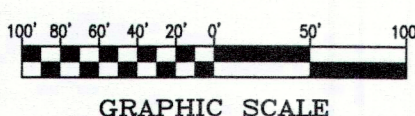
GREENBURY GATES SURVEY ABSTRACT NO. 315

BUTLER FAMILY PARTNERSHIP, LTD. TRACT 1 (116.45 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.

26.30 ACRES NO IMPROVEMENTS OBSERVED AT THE TIME OF THE SURVEY

BUTLER FAMILY PARTNERSHIP, LTD. TRACT 1 (116.45 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.

BUTLER FAMILY PARTNERSHIP LTD. TRACT 2 (26.136 ACRES) VOL. 12271, PG. 872 R.P.R.T.C.T.



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT (MUD) DRAINAGE AND WASTEWATER TREATMENT PLANT EXHAUSTION D.C. NO. 200494788 O.P.R.T.C.T.

- LEGEND: 1/2-INCH REBAR FOUND (OR AS NOTED), 1/2-INCH REBAR WITH CAP FOUND STAMPED "MOLT CARSON INCORPORATED" FOUND (UNLESS NOTED), 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, R.O.W., OVERHEAD ELECTRIC, POWER POLE, SIGN POST SIGN, REFLECTOR POST, WASTEWATER MANHOLE, BARBED WIRE FENCE, STORM LINE, TELEPHONE MARKER, FIBER OPTIC MARKER, TELEPHONE JUNCTION BOX, PAVEMENT

Curve Table with columns: Curve #, Radius, Length, Delta, Chord Bearing, Chord. Rows include C1, C2, and C3 with their respective measurements.

ASH 5687



March 31, 2022

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2022-P-1426-ZO

Case Manager: Scott Dunlop

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

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 26.30 acres, more or less, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 26.30 acres, more or less, out of the Greenbury Gates Survey No. 63 and James Manor Survey No. 40, and being located near the intersection of N. FM 973 and Shadowglen Trace, Manor, TX from Medium Commercial (C-2) to Multi-Family 25 (MF-2).**

***Applicant:* Metcalfe, Wolff, Stuart & Williams, LLP**

***Owner:* Edward Butler**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Wilken Walter William  
11625 Sun Glass Dr.  
Manor, TX 78653-3885

Ajai Akinyemi P  
11505 Sun Glass Dr.  
Manor, TX 78653

Gruza Agata & Eric Michael Daley  
13824 Long Shadow Dr.  
Manor, TX 78653

Waldon Charles L & Aursha R  
11621 Sun Glass Dr.  
Manor, TX 78653-3885

Phillips Todd Curtis  
11501 Sun Glass Dr.  
Manor, TX 78653

Gigl Michael William  
20417 Crooked Stick Dr.  
Pflugerville, TX 78660-8196

Itnyre Stephen C & Sandra L  
11617 Sun Glass Dr.  
Manor, TX 78653-3885

Bitra Aspazia  
13832 Field Spar Dr.  
Manor, TX 78653

Haney David L & Josie U  
13825 Tercel Trce.  
Manor, TX 78653

Spead Brent William & Shyla Anahita  
11613 Sun Glass Dr.  
Manor, TX 78653-3885

Prieto Daisy & Salvador U Flores  
13828 Field Spar Dr.  
Manor, TX 78653

Kendrick Willie & Carmen Maria  
13824 Tercel Trce.  
Manor, TX 78653

Holmes Charlie  
P.O. Box 27626  
Macon, GA 31221-7626

Benedetti Brett R  
13824 Field Spar Dr.  
Manor, TX 78653

Forsythe Stacia Kaye  
13816 Tercel Trce.  
Manor, TX 78653

Vandenberg Kristin L & Scott P  
11605 Sun Glass Dr.  
Manor, TX 78653-3883

Acosta Carmen & Rodolfo  
13820 Field Spar Dr.  
Manor, TX 78653

Jones Michael & Lindsay  
13821 Field Spar Dr.  
Manor, TX 78653

Bell-Sexton Coretta  
11601 Sun Glass Dr.  
Manor, TX 78653-3883

Curtis Sean & Summer  
913 N. Inyo St.  
Ridgecrest, CA 93555-3000

Kim Chae Kyung  
13817 Field Spar Dr.  
Manor, TX 78653

Lewis Gladys & Jeffrey  
11517 Sun Glass Dr.  
Manor, TX 78653-3883

Emamian Seyed-Amir & Priscilla  
13812 Field Spar Dr.  
Manor, TX 78653

Taylor Williams Wesley Jr.  
11733 Pillion Pl.  
Manor, TX 78653

Hernandez Mayra  
11513 Sun Glass Dr.  
Manor, TX 78653

Wood Terrence  
25551 SE 41st Ct  
Sammamish, WA 98029-7769

White Jennifer & Michael  
11509 Sun Glass Dr.  
Manor, TX 78653

Hernandez Alejandra & Carlos  
13825 Long Shadow Dr.  
Manor, TX 78653

Hayes Maura & Terrence III  
11737 Pillion Pl.  
Manor, TX 78653

Del La Garza Benjamin & Marisa  
11708 Pillion Pl.  
Manor, TX 78653

Suarez Humberto  
11717 Pillion Pl.  
Manor, TX 78653

Henry Daffney A  
13745 Shady Ridge Ln.  
Manor, TX 78653

Timmerman Commercial Investments LP  
501 Vale St.  
Austin, TX 78746-5732

Mullen Thomas & Amanda  
11713 Pillion Pl.  
Manor, TX 78653

Stiggers Gary L  
11729 Pillion Pl.  
Manor, TX 78653

Monroe Ozie SR Family Trust  
P.O. BOX 254  
Manor, TX 78653-0254

Hunt Anthony & Victoria  
11720 Pillion Pl.  
Manor, TX 78653

Mcarthur Marilyn D  
11725 Pillion Pl.  
Manor, TX 78653

Board of Trustees of the Manor  
Independent  
P.O. BOX 9190  
% Butler Family Partnership  
Austin, TX 78766-9190

Brown George Jr  
P.O. Box 1158  
Manor, TX 78653

Manker Michael & Lauren  
11721 Pillion Pl.  
Manor, TX 78653

Ambuhl Allen C & Debra K Young  
11712 Pillion Pl.  
Manor, TX 78653



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.

*Applicant: JAB Engineering, LLC*  
*Owner: Platinum 973, LLC*

**BACKGROUND/SUMMARY:**

This property was zoned C-2 Medium Commercial with the additional uses of Office, Showroom; Office, Warehouse; Product Development Services (general); and Research Services (general) on Feb. 2, 2022. In C-2 Medium Commercial Gas Stations require a Specific Use Permit. The property is directly south of the under-construction Compass Rose Charter School. The nearest existing gas station is the Chevron at N. FM 973 and Shadowglen Trace – approximately 750’ south of the subject property. There are no other Gas Stations on N. FM 973 from US 290 north to the city limits (Arnhamn Lane).


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

- Letter of Intent
- Map
- Location Map
- Plan
- Images
- Gas Station conditions
- Notice
- Labels

**STAFF RECOMMENDATION:**

It is City staff’s recommendation that the City Council approve a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.

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

**JAB ENGINEERING, LLC**

4500 Williams Dr., Ste 212-121  
Georgetown, TX 78633  
512-779-7414  
josh.baran@jabeng.com

February 14, 2021

City of Manor  
Planning Department  
105 E. Eggleston St.  
Manor, Tx 78653

**RE: 13801 N FM 973 RD  
Special Use Permit – Letter of Intent**

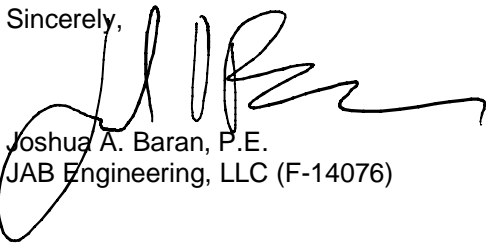
*Letter of intent (letter stating why you want to rezone the property in question or why you are requesting a variance to the requirements of the Zoning Ordinance)*

This Letter of Intent and application information are prepared by JAB Engineering, LLC. (the “applicant”) under the authorization of Platinum 973, LLC (the “owner”). The following detailed information is provided accordingly:

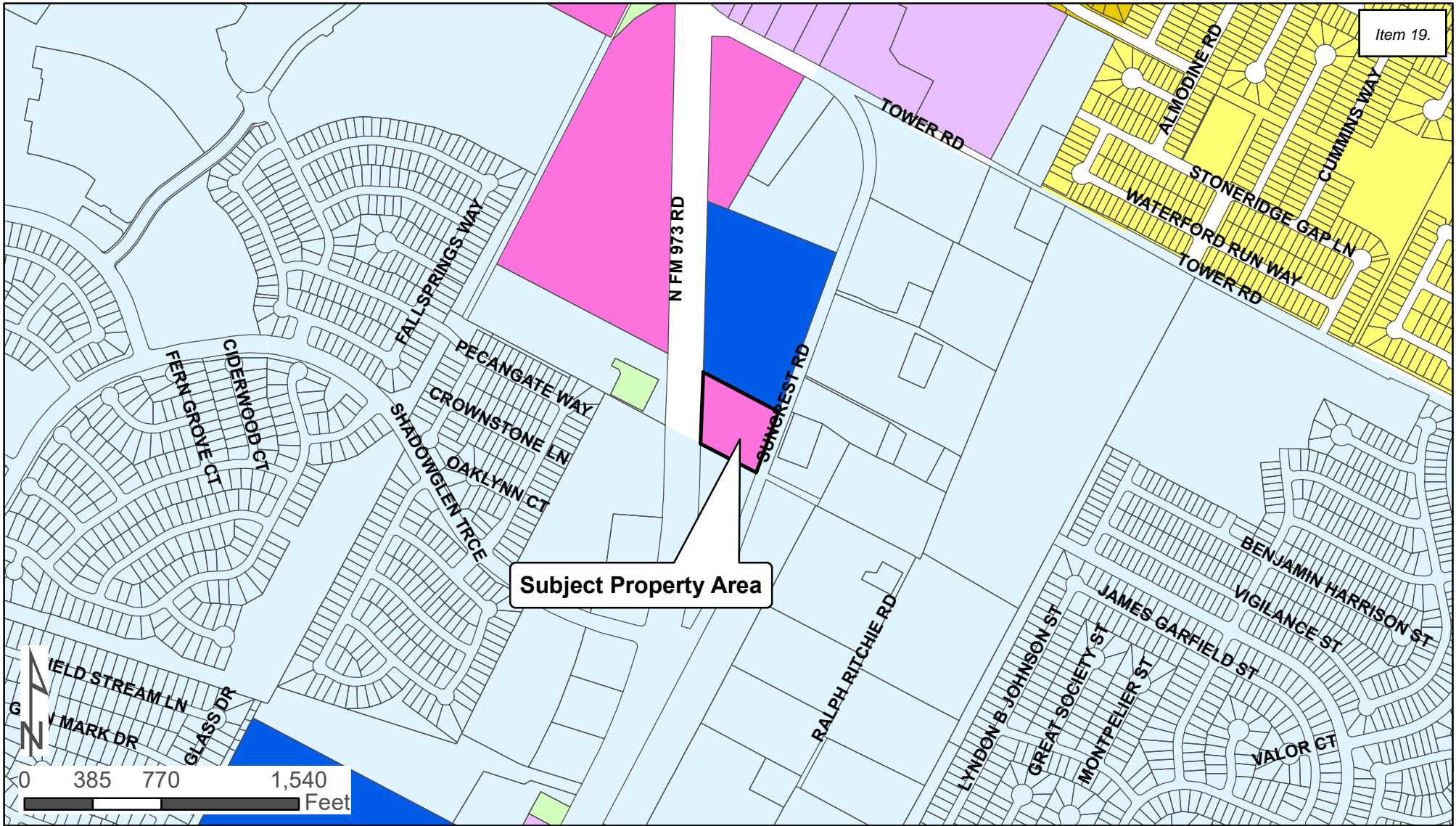
- The existing site is located in the full purpose jurisdiction with a base zoning of C-1.
- The proposed use is a mix of flex warehouse / retail uses previously approved as an exception by the city, as well as retail / fueling station.
- This property is ideally situated along FM 973 for mix of large-format commercial uses and light industrial uses and will serve as employment centers for the community and region.
- The property will have access directly to FM 973 and may take emergency or secondary access to Suncrest Road if necessary. Water and Sewer services are currently planned to be extended along the FM 973 right-of-way.
- The subject property is vacant.

Please accept this letter of intent and accompanying documents for the Rezone.

Sincerely,






















Joshua A. Baran, P.E.  
JAB Engineering, LLC (F-14076)



Subject Property Area

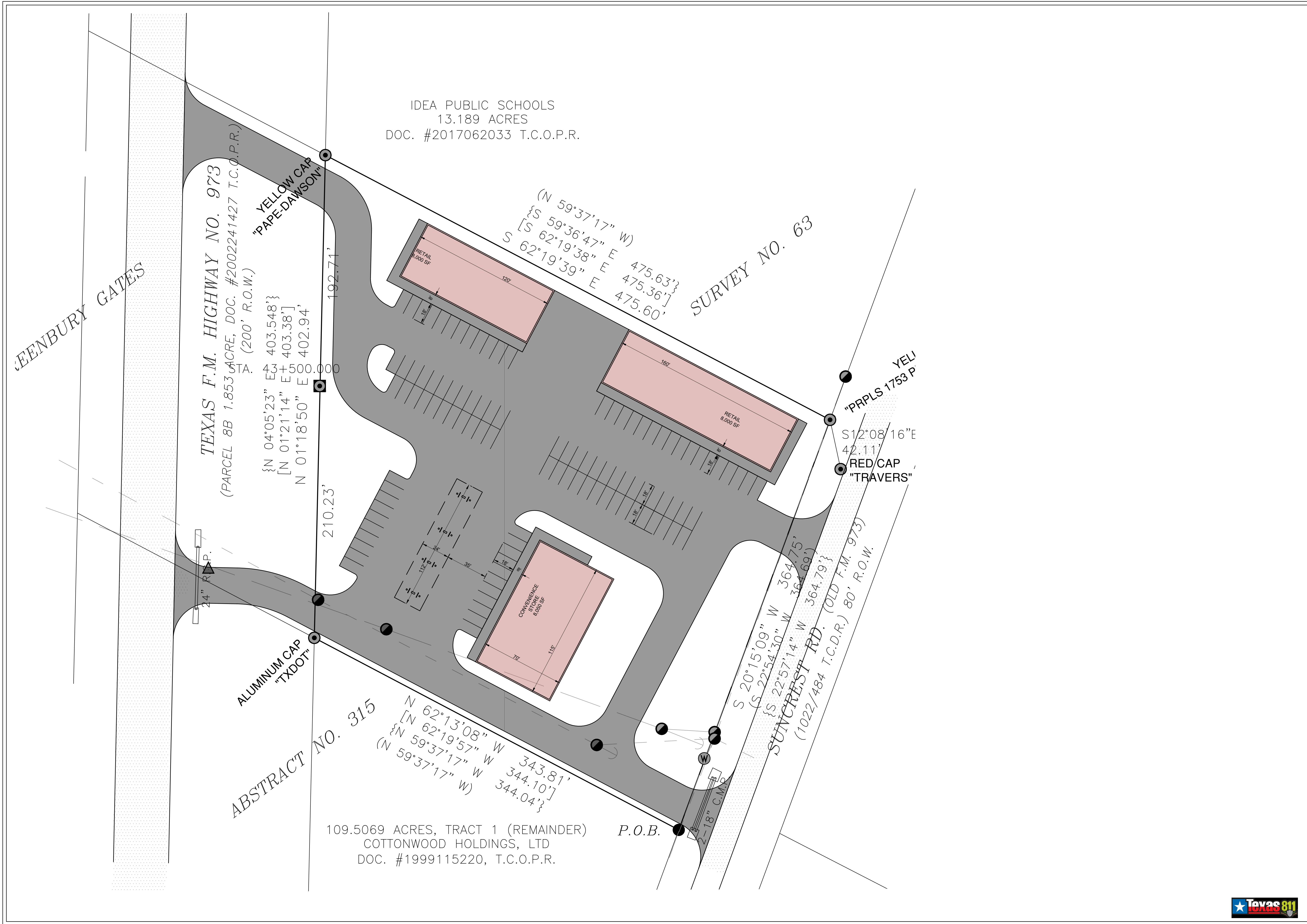


## Proposed Specific Use Permit: Gas Station

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
	TF - Two Family		C-1 - Light Commercial		IN-2 - Heavy Industrial
	TH - Townhome		C-2 - Medium Commercial		PUD - Planned Unit Development
	MF-1 - Multi-Family 15		C-3 - Heavy Commercial		ETJ
	MF-2 - Multi-Family 25				








109.5069 ACRES, TRACT 1 (REMAINDER)  
COTTONWOOD HOLDINGS, LTD  
DOC. #1999115220, T.C.O.P.R.

No.	Date	Revisions	App.

**JAB Engineering, LLC**  
(F-14076)  
4500 Williams Drive  
Suite 212-121  
Georgetown, TX 78633  
512-779-7414 (p)  
josh.baran@jabeng.com



**FM 973  
RETAIL PARK**  
13801 FM 973  
MANOR, TEXAS

**DIMENSIONAL  
SITE PLAN**

Project No.:	19010
Issued:	04/30/21
Drawn By:	JAB
Checked By:	JAB

**C.03**  
Sheet 3 OF 10  
2021- -SDP





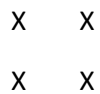




Gas Station, Limited

- Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
- Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
- Automotive repair and automobile washing facilities are prohibited.
- No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:
  - The property is located along and has direct access from US Highway 290 East.
  - The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
- In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).
- In the neighborhood business (NB) and light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions):

Acceptable Pump Arrangement



Unacceptable Pump Arrangement



- Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
- Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
- Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.



March 31, 2022

## City of Manor Development Services

# Notification for a Specific Use Permit Application

Case Number: 2022-P-1421-CU

Case Manager: Scott Dunlop

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

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Specific Use Permit Application on 3.40 acres, more or less, to permit a Gas Station Use and being located at 13801 N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Specific Use Permit Application for 3.40 acres, more or less, and being located at 13801 N. FM 973, Manor, TX to permit a Gas Station Use.**

***Applicant:* JAB Engineering, LLC**

***Owner:* Platinum 973, LLC**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

FM 973 BUILDING HOPE LLC  
211 E 7TH ST STE 620  
AUSTIN, TX 78701-3218

STEPHANIE L WARD  
13915 SUNCREST RD  
MANOR , TX 78653-3897

JEFFREY T & PAM MONTAGUE  
13909 SUNCREST RD  
MANOR , TX 78653-3897

CESAR CASIANO-JARAMILLO  
13901 SUNCREST RD  
MANOR , TX 78653-4156

RUPERTO NUNEZ & JULIA MARTINEZ  
13809 FM 973 N  
MANOR , TX 78653-3896

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

FLATS AT SHADOWGLEN CHL I LLC  
9900 HIGHWAY 290 EAST  
MANOR, TX 78653-9720

CLIDE R NICHOLS  
415 HONEYCOMB CIR  
DRIFTWOOD, TX 78619-5706

TIMMERMAN COMMERCIAL  
INVESTMENTS LP  
501 VALE ST  
AUSTIN, TX 78746-5732



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

*Applicant: Carlson, Brigance & Doering, Inc.*  
*Owner: KB Home Lone Star, Inc.*

**BACKGROUND/SUMMARY:**

This concept plan has been approved by our engineer. It consists of 380 residential lots, 26.59 acres of open space, 6.56 acres of parkland and 2.89 acres of landscape/drainage area. This subdivision is directly north of the Senior High School on N. FM 973. The property was zoned to SF-2 (60' wide lots) on 10/27/21.

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

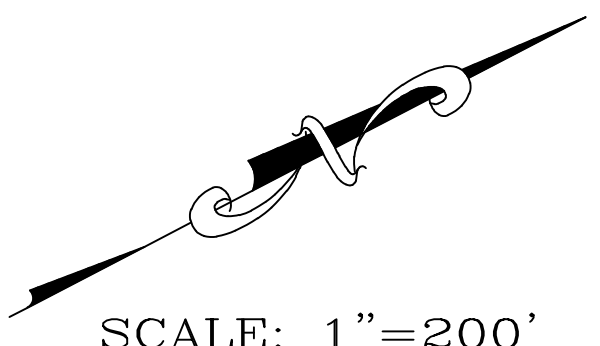
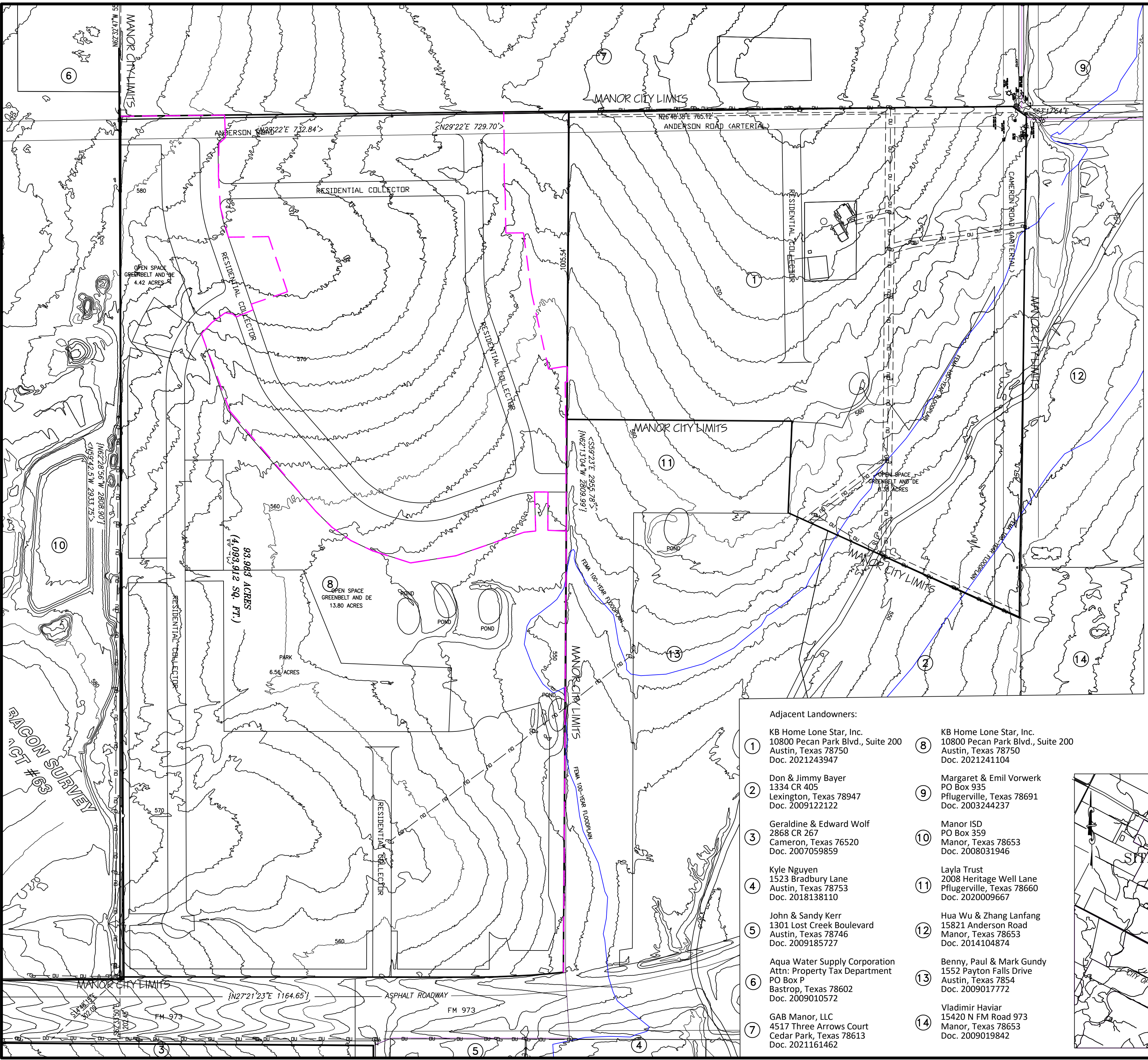
- Plan
- Engineer Comments
- Conformance Letter
- Notice
- Labels

**STAFF RECOMMENDATION:**

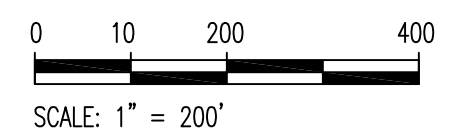
It is City staff's recommendation that the City Council approve a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.

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





SCALE: 1" = 200'



Date: November 1, 2021  
 Acreage: 136.92 Ac.  
 Residential Lot Acreage: 72.37  
 Open Space Acreage: 26.59  
 Park Acreage: 6.56  
 Landscape/Drainage Acreage: 2.89  
 Street Acreage: 28.51  
 Survey: Sumner Bacon Survey, A-63  
 Number of Residential Units: 380  
 Number of LUEs: 380  
 Owner/Developer:  
 KB Home Lone Star, Inc.  
 10800 Pecan Park Boulevard, Suite 200  
 Austin, Texas 78750  
 Engineer/Surveyor:  
 Carlson, Brigrance & Doering, Inc.  
 5501 West William Cannon Dr.  
 Austin, Texas 78749  
 Phone #: (512) 280-5160  
 Fax #: (512) 280-5165

NOTES:  
 1. This site is subject to the Holley/Smith Development Agreement as passed at the October 27, 2021 Manor City Council meeting.  
 2. Proposed Phasing: 3 Phases  
 Phase 1 - 2022  
 Phase 2 - 2023  
 Phase 3 - 2024  
 3. All Arterial and Residential Collector roadways shown are Proposed.

- Adjacent Landowners:
- |                                                                                                                         |                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| ① KB Home Lone Star, Inc.<br>10800 Pecan Park Blvd., Suite 200<br>Austin, Texas 78750<br>Doc. 2021243947                | ⑧ KB Home Lone Star, Inc.<br>10800 Pecan Park Blvd., Suite 200<br>Austin, Texas 78750<br>Doc. 2021241104 |
| ② Don & Jimmy Bayer<br>1334 CR 405<br>Lexington, Texas 78947<br>Doc. 2009122122                                         | ⑨ Margaret & Emil Vorwerk<br>PO Box 935<br>Pflugerville, Texas 78691<br>Doc. 2003244237                  |
| ③ Geraldine & Edward Wolf<br>2868 CR 267<br>Cameron, Texas 76520<br>Doc. 2007059859                                     | ⑩ Manor ISD<br>PO Box 359<br>Manor, Texas 78653<br>Doc. 2008031946                                       |
| ④ Kyle Nguyen<br>1523 Bradbury Lane<br>Austin, Texas 78753<br>Doc. 2018138110                                           | ⑪ Layla Trust<br>2008 Heritage Well Lane<br>Pflugerville, Texas 78660<br>Doc. 2020009667                 |
| ⑤ John & Sandy Kerr<br>1301 Lost Creek Boulevard<br>Austin, Texas 78746<br>Doc. 2009185727                              | ⑫ Hua Wu & Zhang Lanfang<br>1552 Payton Falls Drive<br>Manor, Texas 78653<br>Doc. 2014104874             |
| ⑥ Aqua Water Supply Corporation<br>Attn: Property Tax Department<br>PO Box P<br>Bastrop, Texas 78602<br>Doc. 2009010572 | ⑬ Benny, Paul & Mark Gundy<br>1552 Payton Falls Drive<br>Austin, Texas 7854<br>Doc. 2009017772           |
| ⑦ GAB Manor, LLC<br>4517 Three Arrows Court<br>Cedar Park, Texas 78613<br>Doc. 2021161462                               | ⑭ Vladimir Haviar<br>15420 N FM Road 973<br>Manor, Texas 78653<br>Doc. 2009019842                        |

VICINITY MAP



Item 20.

Carlson, Brigrance & Doering, Inc.  
FIRM ID #13791

Call Engineering  
5501 West William Cannon  
Austin, Texas 78749  
Phone No. (512) 280-5160  
Fax No. (512) 280-5165

**CBD**

CONCEPT PLAN (1" = 200')

SHEET	DESIGNED BY: CCB	DATE: OCT 2021
JOB NAME	JOB NUMBER	
HOLLEY SMITH MANOR TRACT	5411	
PROJECT	SHEET	
PRELIMINARY CONCEPT	1	OF 273



Texas Engineering Firm #4242

Date: Tuesday, December 7, 2021

Geoff Guerrero  
 Carlson, Brigance & Doering, Inc.  
 5501 West William Cannon  
 Austin TX 78749  
 geoff@cbdeng.com

Permit Number 2021-P-1379-CP  
 Job Address: 15200 N FM RD 973, Manor, TX. 78653

1500 County Road 269  
 Leander, TX 78641

PO Box 2029  
 Leander, TX 78646-2029

Dear Geoff Guerrero,

The first submittal of the KB Homes Subdivision Concept Plan (*Concept Plan*) submitted by Carlson, Brigance & Doering, Inc. and received on January 25, 2022, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@gbateam.com.

1. Provide the location map at a scale of 1" = 2000' showing the area within 1 mile of the development per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(3).
2. Please provide the boundary of the proposed tract being developed in darker or thicker lines so they stand out from other elements per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(4).
3. Provide the property lines for surrounding properties as well as the deed or plat reference for those properties on this plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(5).
4. Please label the contours provided on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(6).
5. Provide the acreages of the residential areas of the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(7).
6. Provide the proposed number and types of residential lots and the estimated number of LUE's required for each category of lot per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(8).
7. Provide labels for existing and proposed streets on the plan.
8. Provide significant drainage features and structures along with an regulatory one hundred year floodplains on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(11).
9. Provide a significant features within 200 feet of the property such as roads, buildings and utilities per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(12).

10. Provide boundaries and proposed timing of any phasing on the project per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(13).
11. Identification of known exceptional topographical, cultural, historical, archaeological, hydrological and other physical conditions of the property to be developed, or existing within 200 feet of the property which will require establishment of reasonable design standards in excess of the established minimum standards or require a variance from those minimum standards per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(14).
12. Please revise the Manor City Limit Boundary as shown on the plan to reflect the current City ETJ and City Limit boundary. The boundary shown does not reflect the City Limit map on the City's Website.
13. Questions regarding these review comments should be directed to A.J. Girondo (agirondo@gbateam.com).

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA

**\*\*NOTE: COMMENT RESPONSES ARE ITALICIZED IN BLUE\*\***



Texas Engineering Firm #4242

Date: Tuesday, December 7, 2021

Geoff Guerrero  
Carlson, Brigance & Doering, Inc.  
5501 West William Cannon  
Austin TX 78749  
geoff@cbdeng.com

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Permit Number 2021-P-1379-CP  
Job Address: 15200 N FM RD 973, Manor, TX. 78653

Dear Geoff Guerrero,

The first submittal of the KB Homes Subdivision Concept Plan (*Concept Plan*) submitted by Carlson, Brigance & Doering, Inc. and received on November 18, 2021, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

**Engineer Review**

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@gbateam.com.

1. Provide the location map at a scale of 1" = 2000' showing the area within 1 mile of the development per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(3).  
*CBD: the location map has been added at the desired scale.*
2. Please provide the boundary of the proposed tract being developed in darker or thicker lines so they stand out from other elements per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(4).  
*CBD: the boundary has been emphasized for clarity.*
3. Provide the property lines for surrounding properties as well as the deed or plat reference for those properties on this plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(5).  
*CBD: the property lines have been shown for the surrounding properties as well as the legal description references.*
4. Please label the contours provided on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(6).  
*CBD: the contours have been labeled.*
5. Provide the acreages of the residential areas of the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(7).  
*CBD: the acreages of the residential areas of the plan have been added.*
6. Provide the proposed number and types of residential lots and the estimated number of LUE's required for each category of lot per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(8).  
*CBD: the proposed number and type of residential lots plus LUE's has been added.*

12/7/2021 1:38:48 PM  
 KB Homes Subdivision Concept Plan  
 2021-P-1379-CP  
 Page 2

7. Provide labels for existing and proposed streets on the plan.  
***CBD: Existing and Proposed have been labeled on the collector roadways.***
  
8. Provide significant drainage features and structures along with an regulatory one hundred year floodplains on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(11).  
***CBD: the drainage features/structures are shown on the plan.***
  
9. Provide a significant features within 200 feet of the property such as roads, buildings and utilities per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(12).  
***CBD: significant features have been added to the plan as needed.***
  
10. Provide boundaries and proposed timing of any phasing on the project per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(13).  
***CBD: the phasing boundaries have been added.***
  
11. Identification of known exceptional topographical, cultural, historical, archaeological, hydrological and other physical conditions of the property to be developed, or existing within 200 feet of the property which will require establishment of reasonable design standards in excess of the established minimum standards or require a variance from those minimum standards per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(14).  
***CBD: comment noted, thank you. All known features are shown on the plan.***
  
12. Please revise the Manor City Limit Boundary as shown on the plan to reflect the current City ETJ and City Limit boundary. The boundary shown does not reflect the City Limit map on the City's Website.  
***CBD: the city limit boundary is current based on the recent annexation of the property under this concept application at the 10/27/2021 special called City Council meeting.***
  
13. Questions regarding these review comments should be directed to A.J. Girondo ([agirondo@gbateam.com](mailto:agirondo@gbateam.com)).  
***CBD: comment noted, thank you.***

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
 Senior Engineer  
 Jay Engineering, a Division of GBA



Texas Engineering Firm #4242

Date: Friday, January 14, 2022

Geoff Guerrero  
 Carlson, Brigance & Doering, Inc.  
 5501 West William Cannon  
 Austin TX 78749  
 geoff@cbdeng.com

1500 County Road 269  
 Leander, TX 78641

PO Box 2029  
 Leander, TX 78646-2029

Permit Number 2021-P-1379-CP  
 Job Address: 15200 N FM RD 973, Manor 78653

Dear Geoff Guerrero,

The subsequent submittal of the KB Homes Subdivision Concept Plan submitted by Carlson, Brigance & Doering, Inc. and received on January 25, 2022, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

#### Engineer Review

The following comments have been provided by Pauline Gray, P.E.. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@gbateam.com.

- ~~1. Provide the location map at a scale of 1" = 2000' showing the area within 1 mile of the development per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(3).~~
- ~~2. Please provide the boundary of the proposed tract being developed in darker or thicker lines so they stand out from other elements per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(4).~~
- ~~3. Provide the property lines for surrounding properties as well as the deed or plat reference for those properties on this plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(5).~~
- ~~4. Please label the contours provided on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(6).~~
- 5. Provide the acreages of the residential areas of the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(7).**
- ~~6. Provide the proposed number and types of residential lots and the estimated number of LUE's required for each category of lot per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(8).~~
- ~~7. Provide labels for existing and proposed streets on the plan.~~

- ~~8. Provide significant drainage features and structures along with an regulatory one hundred year floodplains on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(e)(11).~~
- ~~9. Provide a significant features within 200 feet of the property such as roads, buildings and utilities per the City of Manor Subdivision Ordinance Article 2 Section 21(e)(12).~~
- ~~10. Provide boundaries and proposed timing of any phasing on the project per the City of Manor Subdivision Ordinance Article 2 Section 21(e)(13).~~
- ~~11. Identification of known exceptional topographical, cultural, historical, archaeological, hydrological and other physical conditions of the property to be developed, or existing within 200 feet of the property which will require establishment of reasonable design standards in excess of the established minimum standards or require a variance from those minimum standards per the City of Manor Subdivision Ordinance Article 2 Section 21(e)(14).~~
- ~~12. Please revise the Manor City Limit Boundary as shown on the plan to reflect the current City ETJ and City Limit boundary. The boundary shown does not reflect the City Limit map on the City's Website.~~
- 13. Questions regarding these review comments should be directed to A.J. Girondo (agirondo@gbateam.com).**

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (512) 259-3882 ex. 307, or by e-mail at [pgray@gbateam.com](mailto:pgray@gbateam.com).

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA



Texas Engineering Firm #4242

Date: Friday, January 14, 2022

Geoff Guerrero  
 Carlson, Brigance & Doering, Inc.  
 5501 West William Cannon  
 Austin TX 78749  
 geoff@cbdeng.com

1500 County Road 269  
 Leander, TX 78641

PO Box 2029  
 Leander, TX 78646-2029

Permit Number 2021-P-1379-CP  
 Job Address: 15200 N FM RD 973, Manor 78653

Dear Geoff Guerrero,

The subsequent submittal of the KB Homes Subdivision Concept Plan submitted by Carlson, Brigance & Doering, Inc. and received on December 21, 2021, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

**\*\*PLEASE NOTE: COMMENT RESPONSES ARE ITALICIZED IN GREEN\*\***

### Engineer Review

The following comments have been provided by Pauline Gray, P.E.. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@gbateam.com.

- ~~1. Provide the location map at a scale of 1" = 2000' showing the area within 1 mile of the development per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(3).~~
- ~~2. Please provide the boundary of the proposed tract being developed in darker or thicker lines so they stand out from other elements per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(4).~~
- ~~3. Provide the property lines for surrounding properties as well as the deed or plat reference for those properties on this plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(5).~~
- ~~4. Please label the contours provided on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(6).~~
- 5. Provide the acreages of the residential areas of the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(7).**  
***CBD: the acreages for all land uses have been added to the Plan.***
- ~~6. Provide the proposed number and types of residential lots and the estimated number of LUE's required for each category of lot per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(8).~~
- ~~7. Provide labels for existing and proposed streets on the plan.~~



- ~~8. Provide significant drainage features and structures along with an regulatory one hundred year floodplains on the plan per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(11).~~
- ~~9. Provide a significant features within 200 feet of the property such as roads, buildings and utilities per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(12).~~
- ~~10. Provide boundaries and proposed timing of any phasing on the project per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(13).~~
- ~~11. Identification of known exceptional topographical, cultural, historical, archaeological, hydrological and other physical conditions of the property to be developed, or existing within 200 feet of the property which will require establishment of reasonable design standards in excess of the established minimum standards or require a variance from those minimum standards per the City of Manor Subdivision Ordinance Article 2 Section 21(c)(14).~~
- ~~12. Please revise the Manor City Limit Boundary as shown on the plan to reflect the current City ETJ and City Limit boundary. The boundary shown does not reflect the City Limit map on the City's Website.~~

**13. Questions regarding these review comments should be directed to A.J. Girondo (agirondo@gbateam.com).**

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (512) 259-3882 ex. 307, or by e-mail at [pgray@gbateam.com](mailto:pgray@gbateam.com).

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA



Texas Engineering Firm #4242

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Date: Tuesday, January 25, 2022

Geoff Guerrero  
Carlson, Brigance & Doering, Inc.  
5501 West William Cannon  
Austin TX 78749  
geoff@cbdeng.com

Permit Number 2021-P-1379-CP  
Job Address: 15200 N FM RD 973, Manor 78653

Dear Geoff Guerrero,

We have conducted a review of the concept plan for the above-referenced project, submitted by Geoff Guerrero and received by our office on January 25, 2022, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

**Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.**

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA





March 31, 2022

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Project Name: KB Homes Subdivision  
Case Number: 2021-P-1379-CP  
Case Manager: Scott Dunlop  
Contact: sdunlop@cityofmanor.org - 512-215-8262

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Subdivision Concept Plan for the KB Homes Subdivision located near the intersection of N. FM 973 and Johnson Road, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Concept Plan for the KB Homes Subdivision, three hundred eighty (380) lots on 136.92 acres more or less, and being located near the intersection of N. FM 973 and Johnson Road, Manor, TX.**

***Applicant:* Carlson, Brigrance & Doering, Inc.**

***Owner:* KB Home Lone Star, Inc.**

The Planning and Zoning Commission will meet at 6:30PM on April 13, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 20, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

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

KB Home Lone Star, Inc.  
10800 Pecan Park Blvd., Suite 200  
Austin, Texas 78750

Aqua Water Supply Corporation  
Attn: Property Tax Department  
PO Box P  
Bastrop, Texas 78602

Layla Trust  
2008 Heritage Well Lane  
Pflugerville, Texas 78660

Don & Jimmy Bayer  
1334 County Road 405  
Lexington, Texas 78947

Kenneth & Joyce Sprinkles  
15777 Anderson Road  
Manor, Texas 78653

Hua Wu & Zhang Lanfang  
15821 Anderson Road  
Manor, Texas 78653

Geraldine & Edward Wolf  
2868 County Road 267  
Cameron, Texas 76520

Vladimir Haviar  
15420 N FM Road 973  
Manor, Texas 78653

Benny, Paul & Mark Gundy  
1552 Payton Falls Drive  
Austin, Texas 78754

Kyle Nguyen  
1523 Bradbury Lane  
Austin, Texas 78753

Margaret & Emil Vorwerk  
PO Box 935  
Pflugerville, Texas 78691

John & Sandy Kerr  
1301 Lost Creek Boulevard  
Austin, Texas 78746

Manor Independent School District  
PO Box 359  
Manor, Texas 78653



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

**First Reading:** Consideration, discussion, and possible action on a Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.

**BACKGROUND/SUMMARY:**

See attached explanations page

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

- Zoning Ordinance Amendment
- Explanations page

**STAFF RECOMMENDATION:**

It is City Staff’s recommendation that the City Council approve the first reading of an Zoning Ordinance Amendment to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures.

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

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS AND RESIDENTIAL LAND USE CONDITIONS; MODIFYING GENERAL DEVELOPMENT REGULATIONS FOR MULTI-FAMILY DISTRICTS; AMENDING NON-RESIDENTIAL USES IN NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICTS; AMENDING NON-RESIDENTIAL AND MIXED-USE LAND USE CONDITIONS; AMENDING NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS; AMENDING SINGLE FAMILY ATTACHED AND MULTI-FAMILY AND MIXED-USE ARCHITECTURAL STANDARDS; AND AMENDING NONCONFORMING STRUCTURES; PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

**WHEREAS**, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

**WHEREAS**, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

**WHEREAS**, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

**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 Code of Ordinances.** The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land use conditions, general development regulations for Multi-Family districts, non-residential uses in non-residential and mixed-use zoning districts; non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, Single

Family Attached and Multi-Family and mixed-use architectural standards, and nonconforming structures; as provided for in Sections 3 through 12 of this Ordinance.

**SECTION 3. Amendment of Section 14.01.008 Definitions.** Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

- (a) The definition for “Church or rectory” is hereby amended in its entirety to read as follows:

*“Church or rectory See: Religious assembly.”*

- (b) The definition for “Construction and equipment sales, minor” is hereby amended in its entirety to read as follows:

*“Construction and equipment sales, minor means a building of structure used for the inside display, sale, rental, or storage of light machinery, including, but not limited to lawn mowers, tools, and other small machinery. This use also includes the sale of electrical, plumbing, and mechanical (HVAC) supplies and equipment.”*

- (c) The definition for “Drive Aisle” is hereby added in alphabetical order to read as follows:

*“Drive aisle means a circulation route for vehicular traffic through a parking lot, site or property, and may connect to a driveway.”*

- (d) The definition for “Drive Aisle, Major” is hereby added in alphabetical order to read as follow:

*“Drive aisle, major means a primary circulation route for vehicular traffic through a development which provides access to two (2) or more lots. Major drive aisles typically intersect with a public right-of-way or other major drive aisles.”*

- (e) The definition for “Dwelling (single-family attached)” is hereby amended in its entirety to read as follows:

*“Dwelling (single-family attached) See: Townhouse.”*

- (f) The definition for “Religious Assembly” is hereby amended in its entirety to read as follows:

*“Religious assembly means regular organized religious worship or religious education in a permanent or temporary building, as permitted in this Chapter. The use excludes private primary and secondary educational facilities, community recreational facilities, day care facilities, and park facilities as principle uses. A property tax exemption is prima facie evidence of religious assembly use.”*

**SECTION 4. Amendment of Section 14.02.006 Residential Land Use Conditions Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended as follows:



(a) The Residential Land Use and Conditions for “Single Family Attached (3 or more units) is hereby amended in its entirety to read as follows:

Single Family Attached (3 or more units)	<ul style="list-style-type: none"> <li>• When located in a MF-1 or MF-2 district, the following development standards of the Townhome district apply to each Single Family Attached structure:             <ul style="list-style-type: none"> <li>○ Maximum height, Minimum dwelling unit size, and Maximum units per structure.</li> </ul> </li> <li>• When constructed in a common development (same property) with Multi-Family structures, all setback types for the entire property follow the more restrictive standard.</li> <li>• Architectural, parking and landscaping standards for the Single Family Attached (Townhome) district apply to Single Family Attached structures and areas.</li> </ul>
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**SECTION 5. Amendment of Section 14.02.007(b) General Development Regulations for MF-2** Section 14.02.007(b) of the Zoning Ordinance is hereby amended to revise the following:

(a) Multi-Family 25 (MF-2) District “Exterior Side Setback to Residential” is revised to read as follows:

Exterior Side Setback to Residential (4)	1-story: 25’
	2-story: 50’
	3-story: 80’
	4-story: 80’

(b) Multi-Family 25 (MF-2) District “Rear Setback to Residential” is revised to read as follows:

Rear Setback to Residential (4)	1-story: 25’
	2-story: 50’
	3-story: 80’
	4-story: 80’

(c) Multi-Family 25 (MF-2) District “Maximum Height” is revised to read as follows:

Maximum Height	55'
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**SECTION 6. Amendment of Section 14.02.017(c) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts.** Section 14.02.017(c) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District use “Offices, Showroom” to read as follows:

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Showroom								P	P	P	

**SECTION 7. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions.** Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Condition for “Offices, Warehouse” to read as follows:

Offices, Warehouse	<ul style="list-style-type: none"> <li>It is not located within 600 feet from the lot line of a SF-E, SF-1, SF-2, TF, or TH residential district measured along a straight line between the closest district boundary lines.</li> </ul>
	<ul style="list-style-type: none"> <li>Truck bays and loading docks are located perpendicular to the public right-of-way and on an interior side or rear elevation of the building, provided they do not abut a street or highway or a SF-E, SF-1, SF-2, TF, or TH residential district.</li> </ul>
	<ul style="list-style-type: none"> <li>Access is taken from a collector or higher classification roadway.</li> </ul>

**SECTION 8. Amendment of Section 14.02.020(a) General Development Regulations for C-1.** Section 14.02.020(a) of the Zoning Ordinance is hereby amended to revise the Light Commercial (C-1) District “Maximum Height” is to read as follows:

Maximum Height	60'
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**SECTION 9. Amendment of Section 14.02.020(c) Non-Residential and Mixed-Use District Development Standards Table Notes.** Section 14.02.020(c) of the Zoning Ordinance is hereby amended to revise and add the following subsections:

(a) Subsection (2) is hereby amended and revised in its entirety to read as follows:

“(2) Institutional small (I-1), institutional large (I-2), general office (GO), light commercial (C-1), medium commercial (C-2), and heavy commercial (C-3) non-residential properties located within the historic district as defined in [section 14.02.031](#) shall have a minimum of sixty (60) percent front facade masonry and fifty (50) percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door

openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.”

(b) Subsections (3) and (4) are hereby added to read as follows:

“(3) Light Industrial (IN-1) and Heavy Industrial (IN-2) non-residential properties located within the historic district as defined in [section 14.02.031](#) shall have a minimum of forty (40) percent front facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

(4) On approval by the commission, NB and DB lots having approximately 5,750 square feet of lot area or less may request approval of reduced setbacks from one or more of the setback requirements for the zoning district. The commission shall consider the lot uses to determine whether reduction of the setback requirements is appropriate. Upon approval of building plans, the setbacks may be not less than five-foot side yard, ten-foot rear yard, fifteen-foot street side yard setback and fifteen-foot front yard setback. Lots owned by the same person may be combined into one building site.”

**SECTION 10. Amendment of Section 14.02.062(b)(13)(B) Single Family Attached Garage Standards.** Section 14.02.062(b)(13)(B) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(B) Dwelling units may have a garage face a public right-of-way (front-loaded) provided the garage does not face a collector or arterial road, the garage does not extend past the front facade of the dwelling unit, and the garage door(s) maintains an architectural theme of the unit. A dwelling unit within the same development, located across a local street, and facing an aforementioned front loaded dwelling unit, may also be front loaded.

(i) A front-loading garage, or the area including the garage door and four (4) feet around the garage door, whichever is wider, may occupy no more than sixty-five (65) percent of the unit’s linear frontage. Garage door areas that occupy fifty (50) percent or less shall include one element from the following list. Garage door areas that occupy between fifty-one (51) percent and sixty-five (65) percent shall contain at least three (3) elements from the following list:

- a. Integrated trim or banding around the garage door.
- b. Garage door relief detailing, including windows.
- c. Decorative hardware including hinges and handles.
- d. Single garage doors with a minimum ten-inch separation.
- e. Architectural roof above the garage.
- f. Other elements as approved by the building official.”

**SECTION 11. Amendment of Section 14.02.064(b)(16) Multi-Family Garage Standards.** Section 14.02.064(b)(16) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(16) Garage standards.

(A) When visible from street rights-of-way, garages shall be located on the side or behind the rear facades of the multi-family buildings.

(i) Alternatively, if visible from street rights-of-way, landscaping and walls shall be provided between the garages and the street right-of-way that at minimum meets the Bufferyard Standards of Section 15.03.023.

(B) When provided, the minimum garage dimensions are 12-foot by 20-foot (inside dimensions) per parking space.

(C) Garage structures shall have the same materials and mix as facades of the primary residential structure.

(D) Surface parking lots located within a setback adjacent to a residential use, excluding Multi-Family 15 (MF-1) and Multi-Family 25 (MF-2), shall not be permitted.

(i) Alternatively, single story structures containing garage spaces may be permitted between a multi-family structure and a residential use to buffer the multi-family parking area from the residential use.”

**SECTION 12. Amendment of Section 14.04.002(a) Nonconforming Structures.** Section 14.04.002(a) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(a) Normal repairs and maintenance may be made to a nonconforming building or structure; provided that no structure alterations shall be made except those required by law or ordinance or those necessary for installing or enclosing required sanitary facilities, such as toilets and bathrooms. Structure alterations include, but are not limited to, façade modifications beyond normal repairs and maintenance. Façade modifications beyond normal repairs and maintenance shall conform to all regulations of the district in which the structure is located.”

**SECTION 13. Construction**

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

**SECTION 14. Repealing all Conflicting Ordinances**

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**SECTION 15. Savings Clause**

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

**SECTION 16. Severability**

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

**SECTION 17. Open Meetings**

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

**SECTION 18. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of \_\_\_\_\_ 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

## Zoning Code Amendments

### Section 3

- Clarified that the definition for “Church or rectory” is the same as “Religious Assembly”
- Added in “Construction and Equipment Sales, minor” that electrical, plumbing, and HVAC sales are included
- Added definitions for Drive Aisle and Drive Aisle, Major
- Clarified that the definition for “Dwelling (single-family attached) is the same as Townhouse
- Added in “Religious Assembly” definition that education facilities, community recreation, daycare facilities, and park facilities are excluded as principle uses.

### Section 4

- Removed from the Single Family Attached conditions the standard that Townhome areas within MF-1 or MF-2 zoned area be at the TH density of 12 units acre.
  - If a property is provided MF-1 (15 units/acre) or MF-2 (25 units/acre) then Townhomes built in those zoning districts could also be at that density rather than 12 units/acre

### Section 5

- Increased MF-2 to 4-stories
- Increased maximum height to 55’
  - Was 3-stories and 45’

### Section 6

- Added “Offices, Showroom” as a permitted use in C-2
  - It’s primarily a retail, sales tax generating use so would appropriate in C-2. It had just been in C-3 and IN-1

### Section 7

- Specified the residential districts that “Office, Warehouses” must be located 600’ or further away from.
  - Had been all residential districts. Now MF-1 and MF-2 are excluded and can be within 600’ of an Office, Warehouse

### Section 8

- Increased C-1 Light Commercial to 60’ to match C-2 and C-3
  - Had been 45’

### Section 9

- Pulled IN-1 and IN-2 out of the section with other non-residential uses that provided for masonry and created a separate section to provide masonry standards that are specific for IN-1 and IN-2 uses. This was set at 40% of the front façade, when we can enforce it.
  - It had been 60% and 50% overall, which on large 100,000 sf or larger industrial buildings is not necessary

- Added a new section that allows for NB and C-1 lots that are 5,750 sf (standard lot size in the older part of the city) to reduce their setbacks via Planning Commission approval.
  - This is already allowed for in residential districts but allowing it for NB and C-1 will help make development in the older part of the city easier for commercial projects

#### Section 10

- Updated the garage standards for Single Family attached (Townhomes)
  - The front façade garage percentage had been capped at 40%, but it was changed to mirror what is permitted for Single Family detached homes that allows them to go up to 65% with additional architectural detailing

#### Section 11

- Updated garage standards for Multi-Family (MF-1 and MF-2) to not make a certain percentage of the parking mandatory garage spaces.
  - The update provides mitigations IF garages are required, like bufferyards if they face a public right of way, minimum dimensions, and that single story detached garage structures can be an additional buffer to other residential uses
  - Prior code had 50% of the number of units had to be garage spaces and 50% of those had to be incorporated into the principle structure(s). For example, a 300 unit project would need 150 garage spaces and of that 75 had to be within the multi-family buildings themselves.

#### Section 12

- Updated the Nonconforming Structures sections to better clarify that modifying facades beyond normal maintenance requires the façade to meet our masonry standards, when we can enforce them.





### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance annexing 11.408 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner; approving an agreement for the provision of services for the annexed area and providing for other related matters.

**BACKGROUND/SUMMARY:**

There are two remnant tracts – a 2 acre and a 9.4 acre, that were not included when the rest of the tract was annexed in February 2008. The entire 85-acre tract is proposed to be zoned and developed so the owner is requesting the two previously unannexed areas to be annexed.

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

- Ordinance
- Exhibit B Ginsel Tract – Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance annexing 11.408 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner; approving an agreement for the provision of services for the annexed area and providing for other related matters.

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

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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 11.408 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

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

**SECTION 2.** All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Tract One:

Being 2.00 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, said 2.00 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

ORDINANCE NO. \_\_\_\_

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Tract Two:

Being 9.408 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, said 9.408 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 6.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 9.** 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, Tex. Gov't. Code*.

**PASSED AND APPROVED FIRST READING** on this 20<sup>th</sup> day of April 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this \_\_\_\_ day of \_\_\_\_\_, 2022.

ORDINANCE NO. \_\_\_\_

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THE CITY OF MANOR, TEXAS

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

**ATTEST:**

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

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

**Page 4**

**Exhibit "A"**

**ANNEXED PROPERTY DESCRIPTION  
+/- 11.408 Acres**



F I E L D   N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W. 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W. 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W. 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E. 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W. 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W. 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E. 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E. 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpenteurs Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



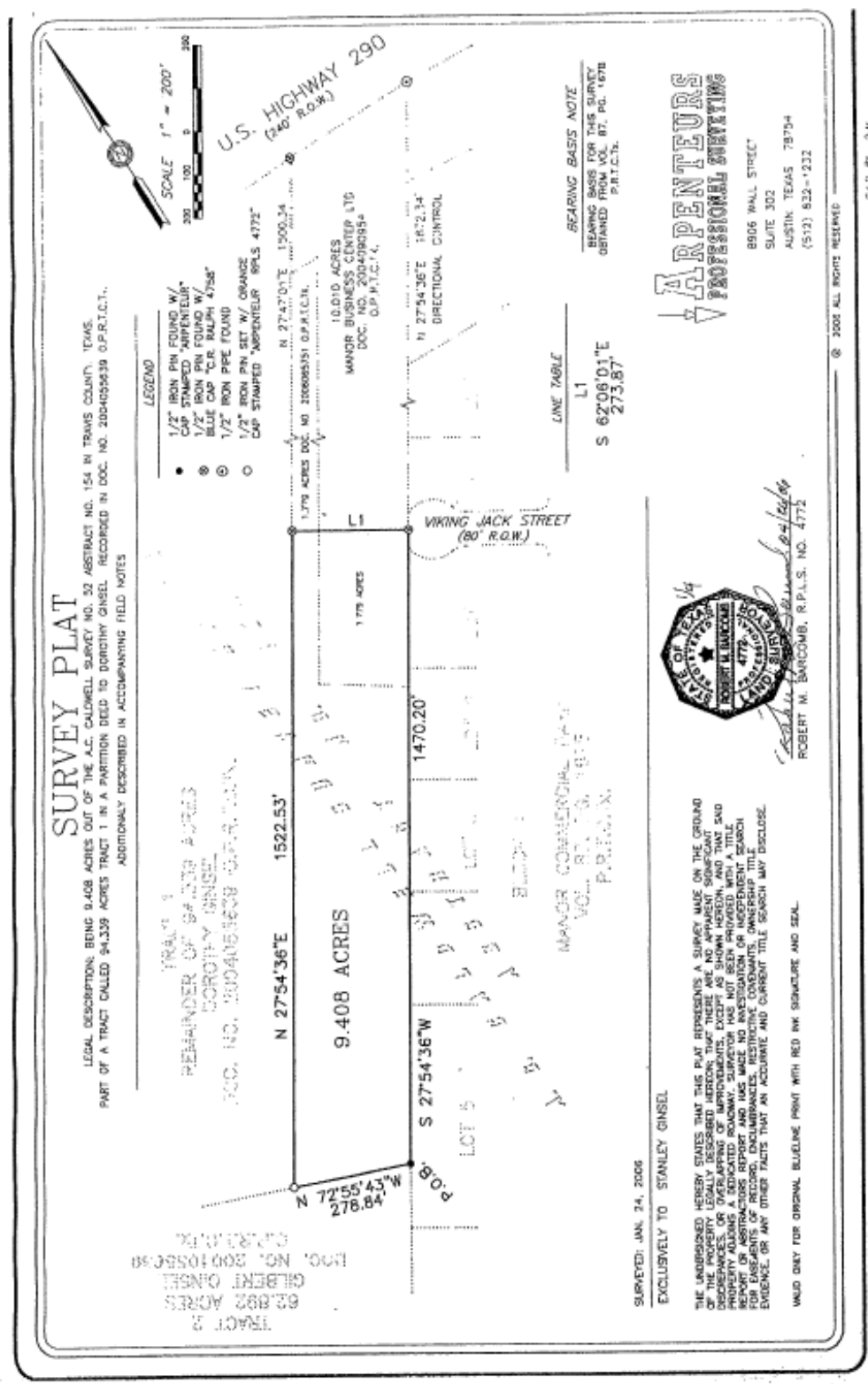
*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

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

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**TRACT TWO**





**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Ginsel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/2" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772"(set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/2" iron pin set with orange cup stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/2" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/2" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
Arpentours Professional Surveying  
8906 Wall Street, Suite 302  
Austin, Texas 78754  
(512) 832-1232  
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ORDINANCE NO. \_\_\_\_

Page 10

**Exhibit "B"**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Manor 290 Oz Real Estate, LP (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City

utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and



their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

LANDOWNER:

By: Jaini Inul

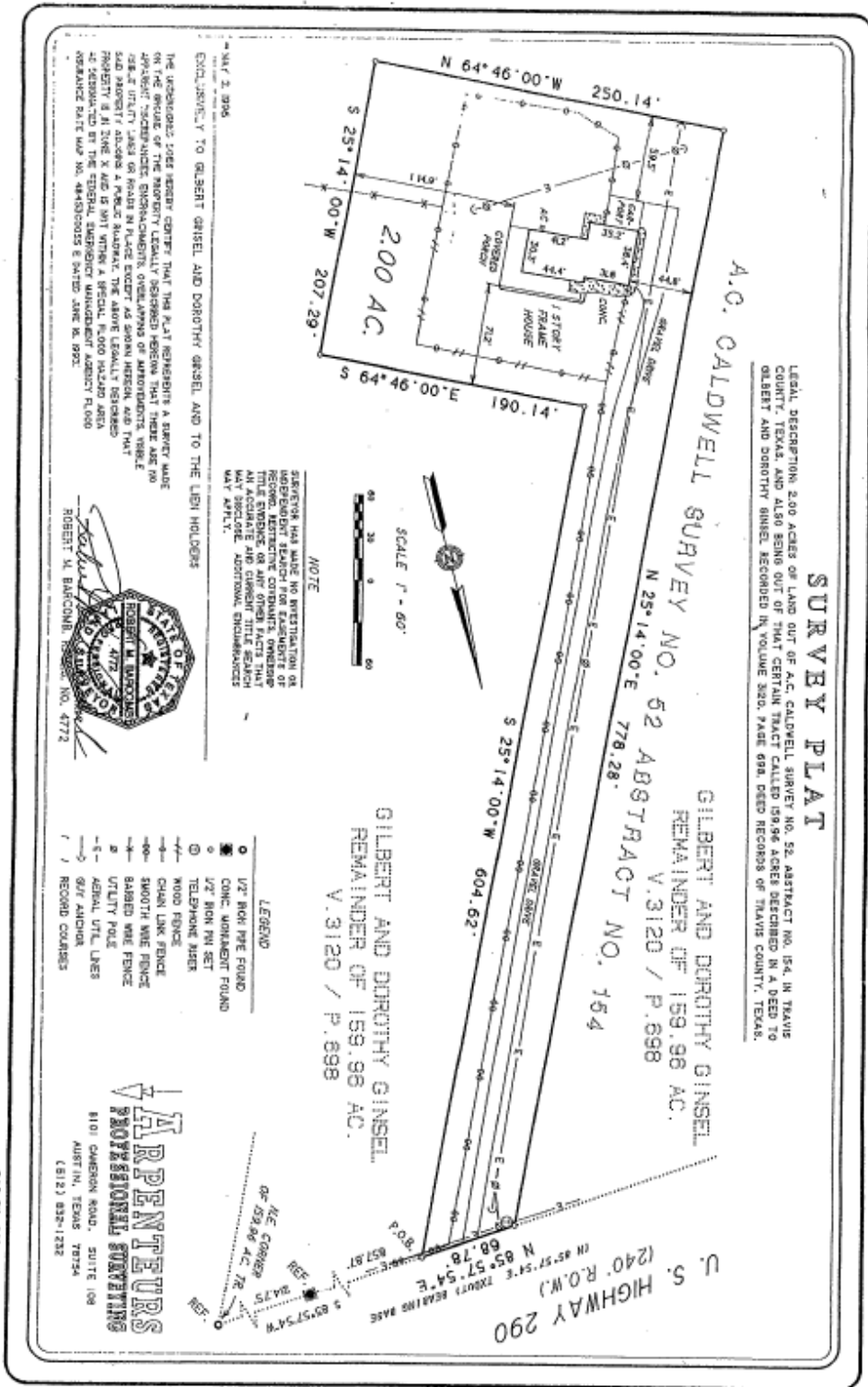
Name (print): SANTOSH ENUKONDA

Title: MANAGING MEMBER

Date: 5-APR-2022

**Subject Property Description**

Tract One



DATE 2, 1998

EXCLUSIVELY TO GILBERT GINSEL AND DOROTHY GINSEL AND TO THE LBN HOLDERS

THE UNDERSIGNED, JAMES HENRY GENTRY, THAT HAS PLAT HEREBY, A SURVEY MADE ON THE GRANT OF THE PROPERTY LEGALLY OWNED BY GILBERT AND DOROTHY GINSEL, APPLICANT, IN CONNECTION WITH THE SURVEYING AND RECORDING OF THE SAID PROPERTY, AND IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE, AT AUSTIN, TEXAS, THIS 2ND DAY OF FEBRUARY, 1998.

ROBERT M. BARCOON, SURV.  
 NO. 4772

**NOTE**

SURVEYOR HAS MADE NO INVESTIGATION OR RESEARCH FOR EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS IN THE PROPERTY, NOR HAS HE MADE ANY SEARCH OF ANY RECORDS OR MAPS TO DETERMINE THE ACCURACY OF THE BEARINGS AND DISTANCES. HE HAS ONLY RECORDED THE ENCUMBRANCES SHOWN ON THE PLAT.



- LEGEND**
- 1/2" RAIL PIPE FOUND
  - CONC. WORKMENT FOUND
  - 1/2" RAIL PIPE SET
  - TELEPHONE MARK
  - WOOD FENCE
  - CHAIN LINK FENCE
  - SMOOTH WIRE FENCE
  - BARBED WIRE FENCE
  - UTILITY POLE
  - AERIAL UTIL. LINES
  - 9/8" ANCHOR
  - RECORD CORNERS

**ARPENTERS**  
**PROFESSIONAL SURVEYING**

8101 CAMERON ROAD, SUITE 100  
 AUSTIN, TEXAS 78754  
 (512) 832-1232

CALL FOR DETAILS

F I E L D   N O T E S

Being 2.00 acres of land out of the A. C. Caldwell Survey No. 52. Abstract No. 154 in Travis County, Texas, and also being out of that certain tract called 159.96 acres described in a deed to Gilbert and Dorothy Ginsel recorded in Volume 3120, Page 698, Deed Records, Travis County, Texas, as shown on accompanying survey plat, and being more particularly described as follows:

Commencing for reference at a 1/2" iron pipe found in the south line of U. S. Highway 290 (240' R.O.W.) at the northeast corner of said 159.96 acre tract.

THENCE, with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 214.75', to a concrete monument found.

THENCE, continuing with the south line of U. S. Highway 290 and the north line of said 159.96 acre tract, S 85°57'54" W, 857.87', to a 1/2" iron pin set for the true PLACE OF BEGINNING of this tract.

THENCE, through the interior of said 159.96 acre tract, S 25°14'00" W, 604.62', to a 1/2" iron pin set at an interior ell corner in this tract.

THENCE, S 64°46'00" E, 190.14', to a 1/2" iron pin set for a corner.

THENCE, S 25°14'00" W, 207.29', to a 1/2" iron pin set for a corner.

THENCE, N 64°46'00" W, 250.14', to a 1/2" iron pin set for a corner.

THENCE, N 25°14'00" E, 778.28', to a 1/2" iron pin set in the south line of U. S. Highway 290 and the north line of said 159.96 acre tract.

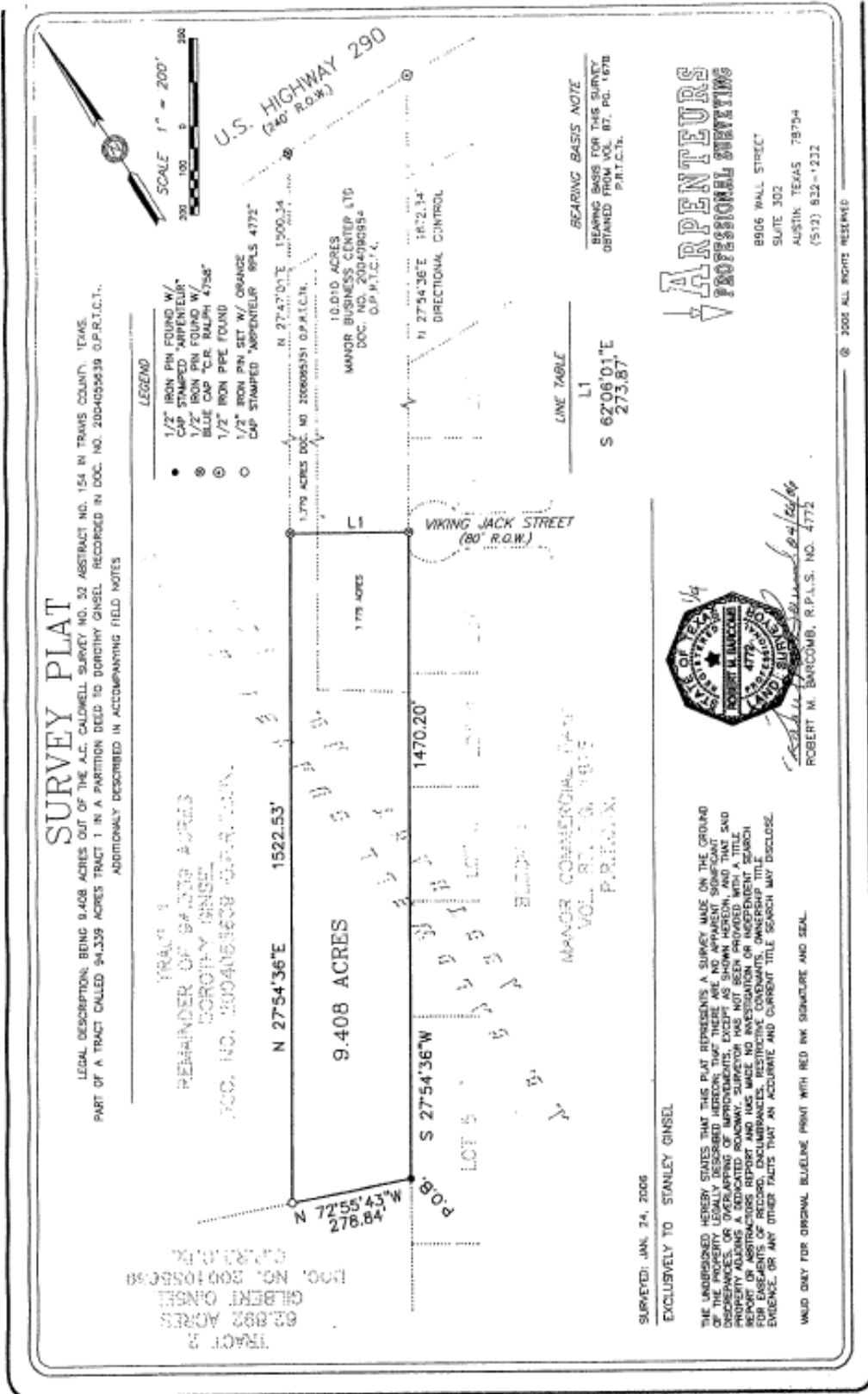
THENCE, with the south line of said U. S. Highway 290 and the north line of said 159.96 acre tract, N 85°57'54" E, 68.78', to the PLACE OF BEGINNING and containing 2.00 acres of land, more or less.

Prepared from a survey made on the ground on May 2, 1996, by:  
Arpenteurs Professional Surveying  
8101 Cameron Road, Suite 108  
Austin, Texas 78754  
(512) 832-1232



*Robert M. Barcomb*  
Robert M. Barcomb  
R.P.L.S. No. 4772

# Tract Two



**FIELD NOTES**

Being 9.408 acres of land out of the A. C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, part of a tract called 94.339 acres, "Tract 1", in a Partition Deed to Dorothy Gissel, recorded in Document No. 2004055639, Official Public Records, Travis County, Texas, as shown on accompanying survey plat and being more particularly described as follows: (Bearing basis for this survey obtained from Volume 87, Page 167B, Plat Records, Travis County, Texas.)

**BEGINNING** at a 1/4" iron pin found with orange cap stamped "ARPENTEUR RPLS 4772" (set in August 2003), in the west line of Manor Commercial Park, a subdivision of record in Volume 87, Page 167B, Plat Records, Travis County, Texas, at the northeast corner of a tract called 62.892 acres, "Tract 2", in said Partition Deed, and the southeast corner of said 94.339 acre tract, for the southeast corner of this tract.

**THENCE**, with the north line of said 62.892 acre tract, the south line of said 94.339 acre tract, and the south line of this tract, N 72°55'43" W, 278.84', to a 1/4" iron pin set with orange cap stamped "ARPENTEUR RPLS 4772", for the southwest corner of this tract.

**THENCE**, through the interior of said 94.339 acre tract, with the west line of this tract, N 27°54'36" E, 1522.53', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", at the southwest corner of a tract called 1.779 acres in a document recorded in Document No. 2006065751, Official Public Records, Travis County, Texas, for the northwest corner of this tract, from said point, a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the south line of U. S. Highway 290 (240' R.O.W.), at the northwest corner of said 1.779 acre tract, bears, N 27°47'01" E, 1500.34'.

**THENCE**, with the south line of said 1.779 acre tract and through the interior of a tract called 10.010 acres in a deed to Manor Business Center, Ltd., recorded in Document No. 2004090959, Official Public Records, Travis County, Texas, S 62° 06'01" E, 273.87', to a 1/4" iron pin found with blue cap stamped "C R RALPH 4758", in the west line of said Manor Commercial Park, the west line of Viking Jack Street (80' R.O.W.), and the east line of said 94.339 acre tract, for the northeast corner of this tract, from said point, a 1/4" iron pipe found in the south line of U. S. Highway 290, at the northwest corner of said subdivision and the northeast corner of said 10.010 acre tract, bears, N 27°54'36" E, said course constitutes directional control for this survey, 1672.34'.

**THENCE**, with the west line of said subdivision, the east line of said 94.339 acre tract, and the east line of this tract, S 27°54'36" W, 1470.20', to the **PLACE OF BEGINNING** and containing 9.408 acres of land, more or less.

Prepared from a survey made on the ground in January, 2006, by:  
 Arpentours Professional Surveying  
 8906 Wall Street, Suite 302  
 Austin, Texas 78754  
 (512) 832-1232  
 © 2006 All Rights Reserved







**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on the Development Agreement establishing development standards for Monarch Ranch Development.

**BACKGROUND/SUMMARY:**

The developer is requesting that the city enter into a development agreement to address among other things, development standards and concurrent review of plans and plats.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:**  
**PRESENTATION:**  
**ATTACHMENTS:** Yes

- Development Agreement

**STAFF RECOMMENDATION:**

It is City staff’s recommendation that the City Council approve the Development Agreement establishing Development Standards for Monarch Ranch Development.

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

**DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR MONARCH RANCH DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Monarch Ranch Development (defined below) (the "Agreement") is made and entered into, effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), **Enfield Partners, LLC**, a Texas limited liability company ("Enfield Developer"), and **Monarch Ranch at Manor, LLC**, a Texas limited liability company ("Monarch Developer"). Enfield Developer and Monarch Developer are sometimes referred to, collectively, herein as the "Developers". The City and the Developers are sometimes referred to herein as the "Parties." The Parties agree as follows:

**Section 1. Purpose; Consideration.**

- (a) The Developers collectively own an approximately 134.529 acre tract of land located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") with Enfield owning 12.791 acres (the "Enfield Property") and Monarch owning 123.551 acres (the "Monarch Property"). The Enfield Property and the Monarch Property are sometimes collectively referred to as the "Property"). Monarch plans to develop the Monarch Property as a single family residential subdivision (the "Residential Development"), and Enfield plans to develop the Enfield Property as a commercial development (the "Commercial Development"), collectively referred to as the "Monarch Ranch Development" or "Development". The Developers and the City want to provide that the City is able to enforce the development standards for the Development as they are described in this Agreement through its building permit, inspection, and certificate of occupancy processes, given that Texas Government Code Section 3000.002 et seq, limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developers and the City want to provide for the City to allow for the concurrent review of the plats and plans submitted by Developers for the Development. The City and Monarch Developer also want to provide for the design and construction of regional wastewater services and possible oversizing of those wastewater services for use by the Property and other development actions by both Parties.
- (b) The Developers will benefit from a concurrent review of the plats and plans for the Development; and the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developers after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is

hereby acknowledged by both Parties.

## Section 2. Term; Termination.

- (a) The term of this Agreement commences on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate for the Residential Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Residential Development; for the Commercial Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Commercial Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written until the termination date, provided that the City may terminate this Agreement in accordance with Section 17.

## Section 3. Development Standards.

- (a) **Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the structures located on the Monarch Property, including any amenity building structures:
  1. **Front Elevations.** At least thirty percent (30%) of the exterior façade of the front elevations shall be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work as outlined in **Exhibit F**, Section A;
    - i. All street facing, exterior walls of primary buildings / structures shall include at least three (3) variations of architectural accents that break the wall plane, as outlined in **Exhibit F**, Section A. Architectural features may include:
      1. Cantilevered overhangs;
      2. Cedar brackets / details;
      3. Awnings (with option metal roofs);
      4. Shutters;
      5. Gable vents; or
      6. Dormers.
  2. **Collector Road and Corner Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations, when adjacent to a collector road or on a corner lot, shall be constructed of clay brick, natural stone, cultured stone, cast stone, cement stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work as outlined in **Exhibit F**, Section B;

- i. All exterior walls of primary buildings / structures that face public R.O.W shall include at least one (1) variation of an architectural accent that breaks the wall plane, as outlined in **Exhibit F**, Section B. Architectural features may include:
    1. Cantilevered overhangs;
    2. Cedar brackets / details;
    3. Awnings (with option metal roofs);
    4. Shutters;
    5. Gable vents; or
    6. Dormers.
  3. **Interior Lots.** At least thirty percent (30%) of the exterior façade of the side and rear elevations, on interior lots, will consist of cementitious fiber siding with at least a 2' masonry return, as outlined in **Exhibit F**, Section C.
  4. **Amenity Building.** Architectural split-faced, integrally colored limestone CMU block shall be an acceptable masonry material for the residential amenity building(s) and picnic pavilion structures.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Enfield Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.
  - (c) **Architectural Requirement.** The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Enfield Property.
  - (d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05 shall apply to all non-residential development on the Enfield Property.
  - (e) **Building Permits.** The Developers acknowledge and agree that compliance with Sections 3(a) and 3(b) will be a condition of issuance of building permits and certificates of occupancy. Developers further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) and 3(b) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the

Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

- (f) **Timing of Platting.** The Developers agree to waive the submission requirements of the City’s ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developers and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s ordinances and subdivision regulations. The parties acknowledge and agree that the Residential Development and Commercial Development will follow separate development timelines and that submittals for each may be made at separate times. Each of the Residential Development and Commercial Development are entitled to the same timing as described above.

**Section 4. Development of the Property.** Except as modified by this Agreement, the Development and the Monarch Property and Enfield Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances and the zoning regulations applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Development and the Monarch Property or Enfield Property under Chapter 245, Texas Local Government Code, and good engineering practices (the “Applicable Regulations”). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

**Section 5. Wastewater Service.**

- (a) **Service Connections.** The City will provide wastewater service to lots within the Development, and will approve connections for each residential or commercial unit or structure to the City’s wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the residential or commercial unit or structure within the completed subdivisions on the same terms and conditions as provided to all other areas of the City; provided that the Monarch Developer has constructed, completed, and obtained the City’s acceptance of all infrastructure required to serve the Project.
- (b) **Wastewater Service Construction Obligations.** The Monarch Developer is solely responsible for the engineering and construction of all wastewater lines, infrastructure and facilities necessary to serve the Property as more specifically depicted in **Exhibit B** (the “**Wastewater Service**”). Monarch Developer shall submit construction plans for the Wastewater Service to the City for review and approval; and will fund, and pay for the

design, construction and installation of the Wastewater Service in accordance with the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices. The Wastewater Service may be constructed in one or more phases as mutually agreed upon by the City and Monarch Developer. Monarch Developer will obtain City acceptance of the Wastewater Service in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance for each phase of the Wastewater Service, when completed. The Monarch Developer shall be entitled to the wastewater Impact Fee Rebates (defined herein) as provided in Section 6 and if applicable, the cost for Oversizing as provided in (d) below, subject to the provisions and limitations set forth in this Agreement.

**(c) Use of City Property and Easements.**

1. During the Design Phase, the City shall identify any Wastewater easements on the Developers' property required to be conveyed to the City. The Developers shall convey to the City at no cost to the City the easements reasonably required and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.
2. Easements associated with the Development are necessary and required by the City for the City to provide wastewater service to the Property and for the Developers to comply with the City regulations and obtain approval for the development of the Property. The City agrees to cooperate, and support the Monarch Developer's acquisition of necessary easements from third parties. The Monarch Developer is responsible for negotiating acquisition of and payment of costs associated with the easement with the appropriate property owner(s). The Developers shall convey to the City at no cost to the City the easements reasonably required for the Project free and clear of all liens and encumbrances. If the Monarch Developer is unable to obtain any necessary easements, Monarch Developer shall notify the City within thirty (30) days that the easement(s) was not obtained and the City will determine whether to use condemnation proceedings to obtain the necessary easements needed. If the City proceeds with condemnation proceedings to obtain the easement(s) needed, Monarch Developer shall be responsible for all costs associated with the easement acquisition.

**(d) Oversizing of Wastewater Service.**

1. City, at its discretion, may require the oversizing of the Wastewater Service, which will include the facility and infrastructure. City must exercise this right during or before plan review. The City may exercise this right before or after the Monarch Developer has submitted design plans for the Wastewater Service, if such request by the City does not materially impact the Monarch Developer's schedule and costs. Monarch Developer will be responsible for the costs associated with providing the appropriately sized Wastewater Service to the Development and City will be responsible for the costs associated with any oversizing required by the City. The City shall reimburse Monarch Developer for the oversizing cost by paying Monarch Developer a lump sum cost within thirty (30) days after the completion and acceptance of the Wastewater Service.

2. If the City requires the Wastewater Service to be oversized, the construction contract for the Wastewater Service will be bid (publicly or privately, as appropriate) with alternate bids being required for Wastewater Service sized to serve the Project as required by the Applicable Regulations (“**Alternate #1**”) and the larger-sized Wastewater Service required by the City (“**Alternate #2**”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Service. Prior to bidding, the Monarch Developer must provide the City Engineer with a copy of the documents soliciting the bids. Within fifteen (15) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Monarch Developer’s Engineer of any corrections to be made.
  3. After bids are received, the Monarch Developer’s Engineer will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten (10) business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and will notify the Monarch Developer’s Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Monarch Developer’s Engineer will cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (d), or submit the bid to the City Council for approval.
  4. The Oversizing Costs will be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts have been paid by Monarch Developer and are reasonable, necessary and documented to and approved by the City Engineer.
- (e) **Dedication and Acceptance.** Dedication and acceptance of the Wastewater Services is governed by the Applicable Regulations. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Wastewater Service. From and after the City’s final acceptance of the Wastewater Service, the City will own, operate and maintain the Wastewater Services and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Regulations or this Agreement.

## Section 6. Impact Fee Rebates.

- (a) Subject to Section 5(b), the City’s Capital Improvement Plan (CIP) update and the terms and provisions of this Agreement, the Monarch Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site served by the Wastewater Service equal to fifty percent (50%) of each Impact Fee (the “Reimbursement Amount”), until the earlier to occur of (1) the Monarch Developer receiving rebates of Impact Fees equal to the Reimbursement Amount; or (2) termination of this Agreement (each being an “Impact Fee Rebate” and collectively the

“Impact Fee Rebates”). The payments will be made on or before the 15th day of each April, July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Service, whichever is greater, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees of \$4,470.00 for the connection of each of 10 LUEs to the Wastewater Service in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Monarch Developer (or its assignee) an amount equal to fifty percent (50%) of those collected Impact Fees.

- (b) If, for any reason, the City fails to or is prevented from collecting Impact Fees for each lot or building site served by the wastewater line of at least \$4,470.00, then the City will take all reasonable steps to collect a fee equal to the difference between \$4,470.00 and the amount of the Impact Fees actually collected for each lot or building site served by the Wastewater Service on the earlier of the application for a building permit or a request for wastewater service for the lot or site as a contribution to the costs of the extension of City wastewater service to the property served by the Wastewater Service (the “Service Fee”); provided that doing so is legally authorized. The Monarch Developer is entitled to a rebate of the Service Fee on the same terms and conditions that it would have otherwise been entitled to a rebate of the Impact Fee under Section 6. (a) and (b) hereof.
- (c) Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating any portion of the Impact Fees collected for lots or building sites served by the Wastewater Service on the earlier of: (i) the date that the Monarch Developer, its grantees, successors and assigns, has been paid Impact Fees in an amount equal to the Reimbursement Amount; or (ii) termination of this Agreement. The City at any time at its sole discretion may pay the Monarch Developer the balance of the Reimbursement Amount from other funds available to the City. The Monarch Developer will not receive any Impact Fee Rebates until the Wastewater Service is completed and accepted by the City.

**Section 7. Escrow Account.** Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Impact Fees (the “Impact Fee Escrow Account”). The City will deposit into the Impact Fee Escrow Account fifty percent (50%) of the Impact Fees paid to and received by the City for connections listed in Section 6. The Impact Fee Escrow Account will be held by the City and the Impact Fee Rebates will be disbursed to Monarch Developer from the Impact Fee Escrow Account as provided in this Agreement. Payments of Impact Fee Rebates to Monarch Developer shall begin after Monarch Developer completes and obtains City acceptance of the Wastewater Service.

**Section 8. Payment of Rebates.** Impact Fee Rebates will be paid by the City to Monarch Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and



payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Impact Fees at such time, if any, as Monarch Developer, its grantees, successors and assigns, have been paid Impact Fees, or a combination of Impact Fee Rebates and one or more payments from the City, in an amount equal to the Reimbursable Costs of the Wastewater Service.

**Section 9. Timeline of Events.** The design and construction of the Wastewater Service will generally proceed according to the schedule set out in **Exhibit C** attached.

**Section 10. Water Service.** The Parties acknowledge that the Property is currently located within Manville's water CCN. The Monarch Developer shall be responsible for preparing and processing a petition for release of the Property from Manville's CCN.

- (a) Developer Decertification of Property. The Monarch Developer will submit to the Public Utility Commission of Texas ("PUC") a Water Service Area Transfer Agreement pursuant to Texas Water Code Section 13.248 to transfer the Property more particularly described on **Exhibit A** from Manville Water Supply Corporations' ("Manville") CCN to the City's CCN on or before the City's approval of the final plat for the initial phase of the Monarch Development and shall thereafter diligently pursue the service area transfer from Manville's to the City's CCN. The Monarch Developer shall be responsible for any and all costs of this service area transfer and shall enter into a deposit agreement between the City and the Monarch Developer.
- (b) City Service. Upon transfer of the Property described on **Exhibit A** to the City's CCN, the City hereby agrees to provide continuous and adequate water service to the Property as is required of all CCN holders pursuant to Texas Water Code Section 13.250 (a).

**Section 11. Signage.** Developers and City agree to the following signage for the Development:

- (a) The City will allow the sign, associated landscaping and irrigation within the median and public right of way via a license agreement; and
- (b) The Monarch Developer will comply with the signage standards set forth for residential districts in the City's Code of Ordinances, Section 15.04.018(13).
- (c) The Enfield Developer will comply with the signage standards set for commercial districts in the City's Code of Ordinances, Section 15.04.018.

**Section 12. Establishment of Homeowners Association.** Monarch Developer agrees to cause to be created a mandatory dues paying Home Owners Association (HOA) that will be conveyed title to and become the owner of those portions of the Residential Development that are designated on the approved plat of the Monarch Property as green space, trails, or amenities open to the use of the property owners and will be responsible for the maintenance and upkeep of all of the property conveyed to it.

**Section 13. Parkland.** The Parties agree to the following Parkland for the Residential Development:

- (a) The approximately 20 acres that will be dedicated as parkland and open space as more particularly depicted in **Exhibit D** (“Parkland and Open Space”) will satisfy all of Monarch Developer’s obligations with respect to the City’s park requirements for the Residential Development.
- (b) Monarch Developer shall convey the approximately 20 acres by deed to the City upon City’s approval of the final plat for the portion of the Monarch Property in which the applicable Parkland and Open Space is contained. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Monarch Property in which the Parkland and Open Space is contained.
- (c) All Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in **Exhibit D** will be maintained and operated by the HOA, as the term is defined in Section 11, commencing upon the conveyance of the applicable Parkland and Open Space by separate instrument and continuing for as long as the Parkland and Open Space is used as parkland. All Parkland and Open Space conveyed to the City will be maintained and operated by the HOA, and the Monarch Developer and/or the HOA and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as **Exhibit E** concurrently with the conveyance of the Parkland and Open Space or Public Amenities, as applicable.
- (d) An eight-foot (8’) concrete trail shall provide pedestrian/bike access along the parkland corridor connecting from the north Property boundary to the south Property boundary, as depicted in Exhibit D.
- (e) Trees shall be planted parallel to the concrete trail at a spacing of one (1) for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from Type A/B tree list of the City of Manor Code of Ordinances.
- (f) Parkland amenities located within the Residential Development shall include a minimum of the following recreational elements:
- i. age 5-12 playground,
  - ii. age 2-5 playground,
  - iii. parking area with a minimum of 20 parking space,
  - iv. dog park with a minimum area of 10,000 square feet,
  - v. picnic areas with a minimum of 4 picnic tables,
  - vi. picnic pavilion with a minimum size of 20’ x 30’, and
  - vii. open lawn/gaming area.

The Monarch Developer may utilize up to 2 acres, outside of the 20 acres for Parkland and Open Space, for a private amenity pool and restroom facility (“Private Park”). The Private Park will not be dedicated to the City, and the final boundary will be determined at the platting stage of the Residential Development.

**Section 14. Traffic Impact Analysis (TIA) and Transportation Mitigation.** The City has approved

the scope of the Traffic Impact Analysis, and any transportation improvements that the Developers will need to construct, fund, convey, or dedicate (collectively, "Transportation Mitigation") as identified in the TIA will be at no cost to the City or another agency for this Development. The TIA shall be reviewed concurrently with all other submittals and shall be approved prior to the approval of the subdivision construction plans.

### **Section 15. Development Approvals.**

- (a) In addition to any other remedies set forth herein, if the Developers fail to make any payments to the City required in this Agreement, the City may withhold development approvals for the Project until such payment has been made, but only for the Project related to the Developer that failed to make such payment.
- (b) To support the overall schedule for the Wastewater Service, it will be considered a public/private joint project and not as offsite improvements constructed by the Monarch Developer for the purposes of city code platting and permitting definition.

### **Section 16. Assignment of Commitments and Obligations; Covenant Running with the Land.**

- (a) The Monarch Developer may assign all of its rights and obligations in and to this Agreement to any affiliate or related entity of Blackburn Homes, LLC without the prior consent or approval of the City Council. Enfield Developer may assign all of its rights and obligations in and to this Agreement to any affiliate or related entity without the prior consent or approval of the City Council. If either Developer assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the applicable Developer will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by either Developer. The assignment of this Agreement or of either Developers' interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not one of the Developers or an affiliate or related entity of one of the of Developers must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Developers and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Developers and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 17. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as

may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section. A default by either the Monarch Developer or Enfield Developer is not a default by the other Developer and the non-defaulting Developer may not be held liable too the City to cure the default of the defaulting Developer nor may the City exercise any remedy granted to it in this Section 17 against a non-defaulting Developer.

**Section 18. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**Section 19. Attorneys Fees.** A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

**Section 20. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**Section 21. Force Majeure.**

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except

as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 22. Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, Texas 78653

with copy to:

The Knight Law Firm, LLP  
Attn: Paige H. Saenz  
223 West Anderson Lane, Suite A105  
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Monarch Ranch at Manor, LLC  
Attn: David B. Blackburn  
310 Enterprise Drive  
Oxford, MS 38655

Enfield Partners, LLC  
Attn: Russell Thurman  
2303 Camino Alto Rd.  
Austin, TX 78746  
[thurmanrussell@gmail.com](mailto:thurmanrussell@gmail.com)

With copy to:

Monarch Ranch at Manor, LLC  
Attn: Jake Muse  
310 Enterprise Drive  
Oxford, MS 38655

Martin B. Payne  
 PO Box 279  
 Fayetteville, TX 78940

Birdview, LLC  
 Attn: Brian White  
 2909 Edgewater Dr.  
 Austin, TX 78733

John Thurman Payne, Sr.  
 PO Box 1279  
 Kingsland, TX 78639

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**Section 23. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developers hereby waive any and all claims or causes of action against the City Developers may have for or with respect to any duty or obligation undertaken by Developers pursuant to this Agreement, including any benefits that may have been otherwise available to Developers but for this Agreement.

**Section 24. Severability.** Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**Section 25. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

**Section 26. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the

public health, safety, and welfare.

**Section 27. No Third Party Beneficiaries.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developers.

**Section 28. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 29. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 30. Interpretation; Terms and Dates.** References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

**Section 31. Signatory Warranty.** The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

**Section 32. Counterparts.** This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

**Section 33. Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developers represent that neither the Developers nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developers (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

**Section 34. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developers represent that Developers nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 35. Anti-Boycott Verification – Energy Companies.** The Developers hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

**Section 36. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** The Developers hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**Section 37. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 38. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** – Property Description

**Exhibit B** – Wastewater Service

**Exhibit C** – Timeline



**Exhibit D** – Parkland and Open Space

**Exhibit E** – License Agreement Form

**Exhibit F** – Residential Exterior Elevation Standards

*[signature pages follow]*

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

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

Attest:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Veronica Rivera, Assistant City Attorney

**THE STATE OF TEXAS           §**  
**COUNTY OF TRAVIS           §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

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

**MONARCH DEVELOPER:**

MONARCH RANCH AT MANOR LLC

By: \_\_\_\_\_  
Name:  
Title:

**THE STATE OF TEXAS**           §  
**COUNTY OF \_\_\_\_\_**       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Monarch Ranch at Manor LLC, a limited liability company, on behalf of said company.

(SEAL)

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

**ENFIELD DEVELOPER:**

ENFIELD PARTNERS LLC

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

Name:

Title:

**THE STATE OF TEXAS           §**  
**COUNTY OF \_\_\_\_\_   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Enfield Partners LLC, a limited liability company, on behalf of said company.

(SEAL)

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

**EXHIBIT A  
PROPERTY DESCRIPTION**

Metes and Bounds:

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

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

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

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

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

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

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

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

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

N06°31'39"E, passing at a distance of 649.99 feet a capped iron rod stamped "McGray" found for corner and continuing on said course for a total distance of 724.90 feet to a 1/2-inch iron rod found in the Southwesterly line of Gregg Lane for the East corner of said 59.072 acre tract of land and the North corner of said tract herein described;

THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument

found on the Northeasterly line of said Gregg Lane for the South corner of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas bears N27°21'28"E, a distance of 32.41 feet;  
THENCE with the Northwesterly right-of-way line of said F.M. 973, the following courses and distances:  
S27°21'28" W for a distance of 1082.34 feet to a 1/2-inch iron rod found for the beginning of a curve to the left;  
With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.  
The herein referenced tract is referenced to State Plane Coordinates, Texas Central Zone, 4203.

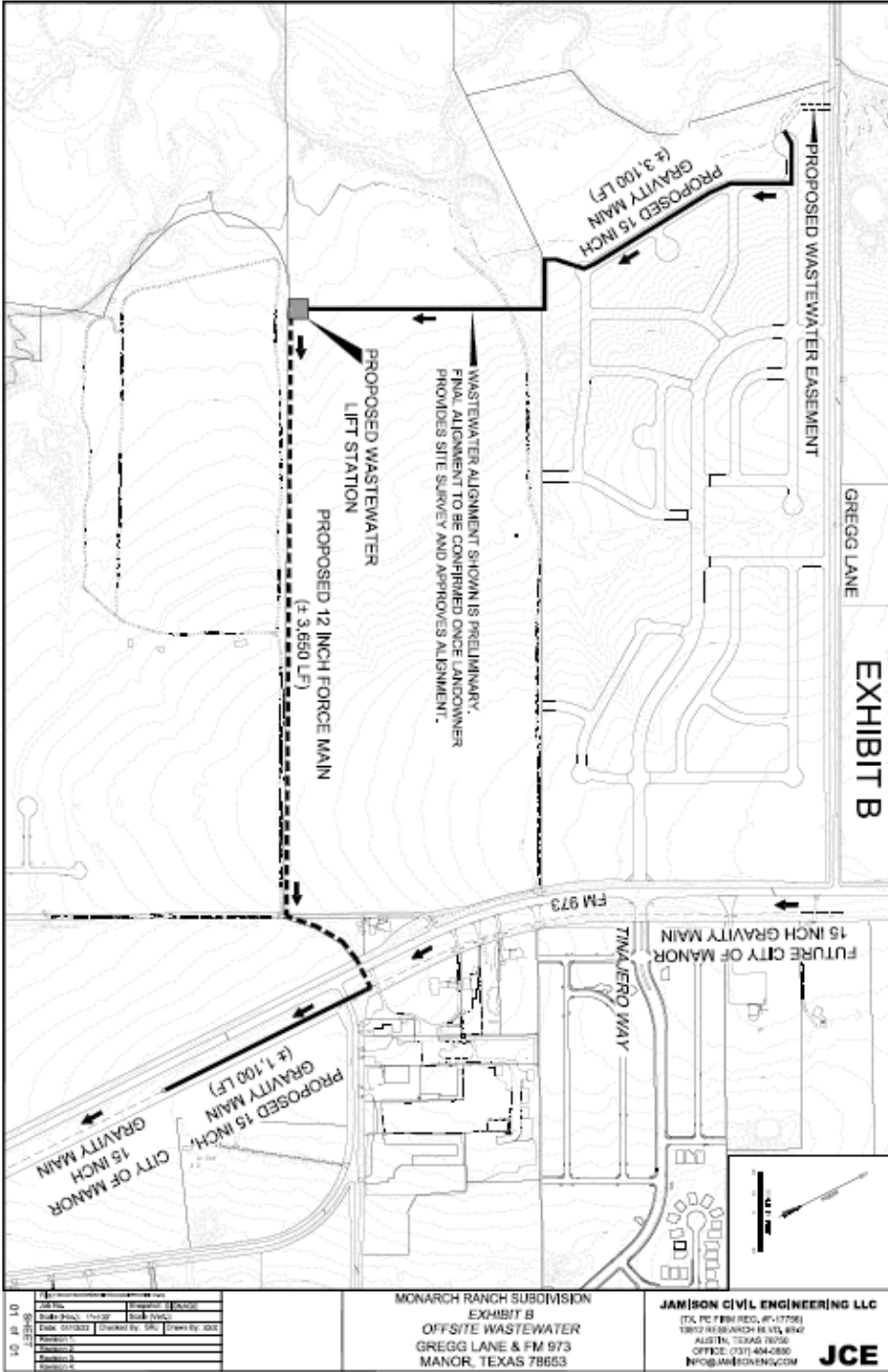


A handwritten signature in black ink that reads "Robert Glen Maloy".

\_\_\_\_\_03/25/2022\_\_\_\_\_

Robert Glen Maloy  
Registered Professional Land  
Surveyor Texas Registration No.  
6028

**EXHIBIT B  
WASTEWATER SERVICE**



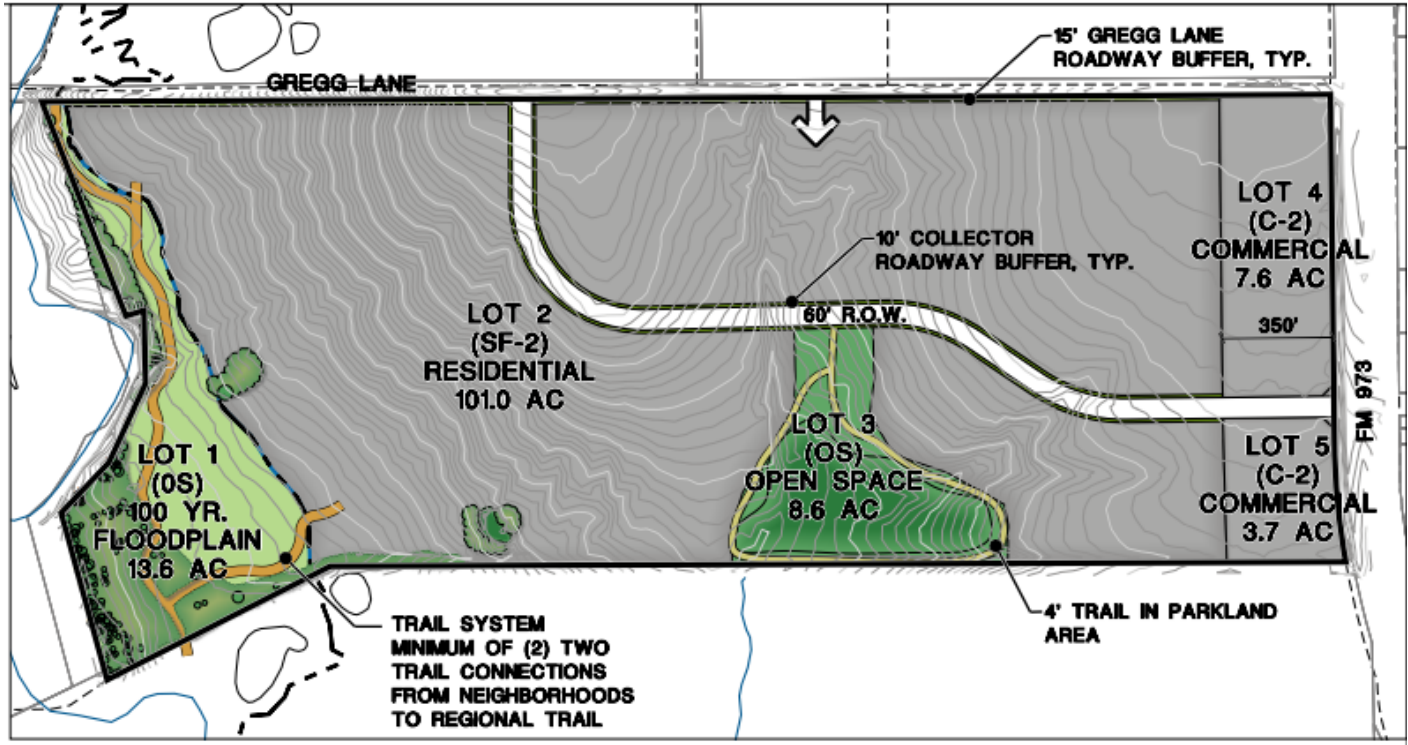
\* Design is preliminary and based on the current design as shown on the City’s CIP Plan. The final design and alignment is subject to the City’s review and acquisition of necessary easements.

## EXHIBIT C TIMELINE

Project	Category	Assigned To	Est. Start	Est. Finish
<b>OFFSITE WASTEWATER</b>	Preparation	JCE	4/1/2022	5/10/2022
<b>IMPROVEMENTS</b>	Completeness Check	JCE	5/10/2022	5/25/2022
	Formal Submittal	JCE	5/25/2022	5/25/2022
	City Comments #1	JCE	5/25/2022	6/24/2022
	Update #1 Submittal	JCE	6/24/2022	7/6/2022
	City Comments #2	JCE	7/6/2022	8/5/2022
	Update #2 Submittal	JCE	8/5/2022	8/21/2022
	City Comments #3	JCE	8/21/2022	9/2/2022
	Update #3 Submittal	JCE	9/2/2022	9/7/2022
	City Council	JCE	9/7/2022	<b>9/7/2022</b>



### EXHIBIT D PARKLAND AND OPEN SPACE



#### H. Parkland and Open Space

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

**EXHIBIT E**  
**LICENSE AGREEMENT FORM**

**CITY OF MANOR  
LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City" or "Licensor"), and the \_\_\_\_\_, a Texas \_\_\_\_\_ (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

**RECITALS:**

**WHEREAS**, The \_\_\_\_\_ Subdivision contains publicly-owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the \_\_\_\_\_ Subdivision to construct, improve, install, and maintain improvements under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

**I. RECITALS**

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

**II. PURPOSE OF LICENSE AGREEMENT**

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, installation and maintenance of \_\_\_\_\_ located at the \_\_\_\_\_ Subdivision, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

The above-described property, hereinafter referred to as the "Licensed Property", is further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws,

ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

3.01. No annual fee shall be due in connection with this Agreement.

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

4.02. Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property.

### **V. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02 Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

## VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this

Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this license.

City:

City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, Texas 78653

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

Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.05. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee’s obligations under this Agreement.

7.06. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

**VIII. COMMENCEMENT AND TERMINATION**

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

## XI. TERMINATION

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- (b) Use of the right-of-way area becomes necessary for a public purpose;
- (c) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- (d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

## X. EMINENT DOMAIN

10.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

## XI. INTERPRETATION

11.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

## **XII. APPLICATION OF LAW**

12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

## **XIII. VENUE**

13.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

## **XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

14.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

## **XV. ASSIGNMENT**

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

## **XVI. POWER AND AUTHORITY**

16.01. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

16.02. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved



by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

*[signature pages follow]*

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

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
\_\_\_\_\_, City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

STATE OF TEXAS           §  
                                          §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

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

LICENSEE:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

AFTER RECORDING, PLEASE RETURN TO:

City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

**Exhibit "A"**  
**[attachment follows this page]**

**EXHIBIT F  
RESIDENTIAL EXTERIOR STANDARDS**

- A. All **Front elevations shall** consist of:
  - a. A minimum of 30% masonry (cement stucco, stone, or brick)
  - b. A variation of architectural accents.
    - 1. Cantilevered Overhangs
    - 2. Cedar Brackets / Details
    - 3. Awnings (with optional metal roofs)
    - 4. Shutters
    - 5. Gable Vents
    - 6. Dormers





DECORATIVE CEDAR TRUSS

CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

DORMER



CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY WAINSCOT

WRAPPED POST

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

CANTILVERED OVERHANG



PAINTED STUCCO

MASONRY WAINSCOT

ANGLED COLUMN

POP-UP DORMER



DECORATIVE CEDAR TRUSS

PAINTED STUCCO

MASONRY

SHUTTERS



DECORATIVE CEDAR TRUSS

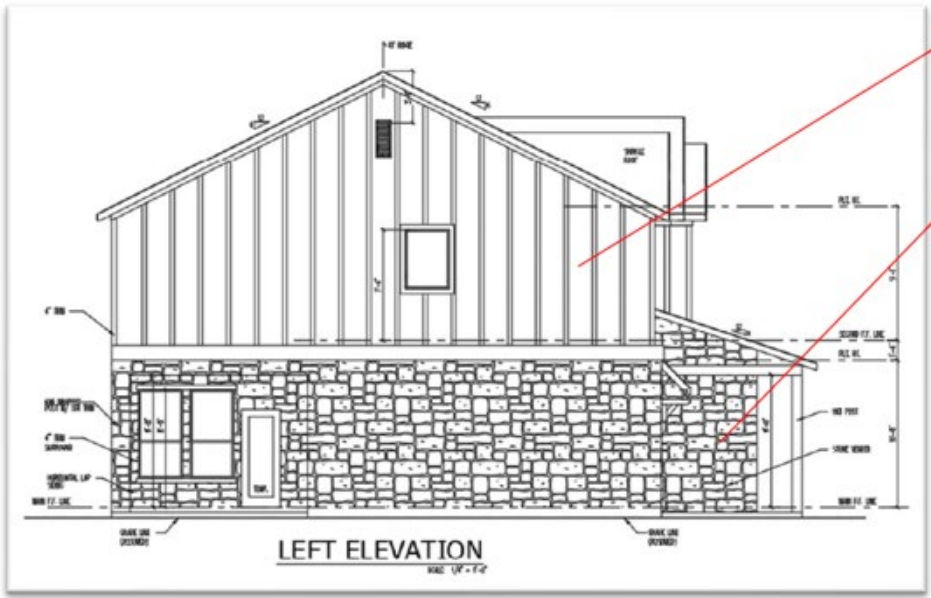
CEMENTITIOUS, PAINT GRADE, BOARD & BATTEN

MASONRY

METAL ACCENT ROOF

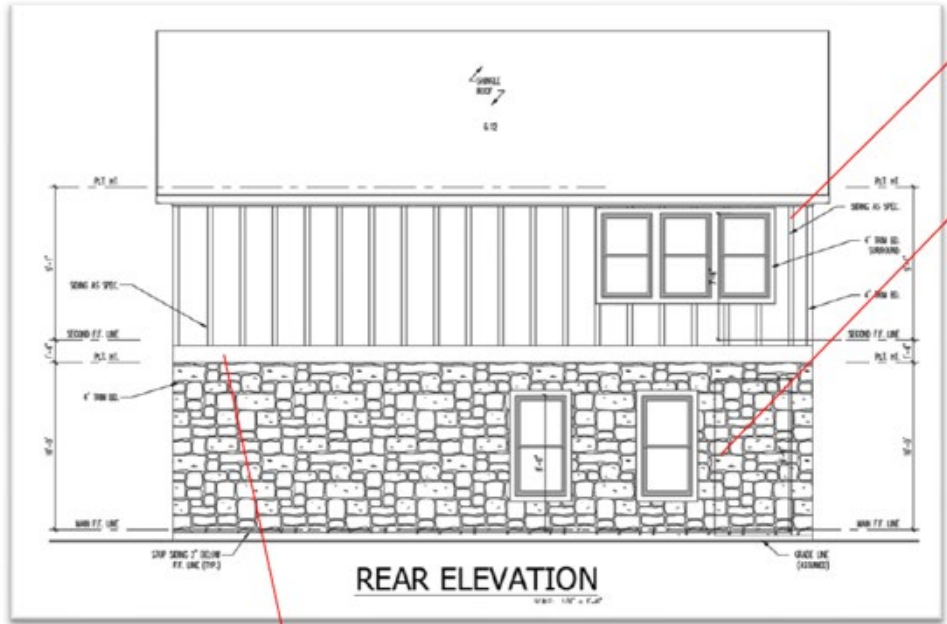


- B. **Collector Road & Corner Lots shall** have masonry on the side and rear elevations, similar to the front elevation.
  - a. These will be labeled as “Premium” elevations.
  - b. Masonry (stone/cement stucco/brick) along sides and rear (per front elevation finish).



CEMENTITIOUS,  
PAINT GRADE,  
BOARD & BATTEN

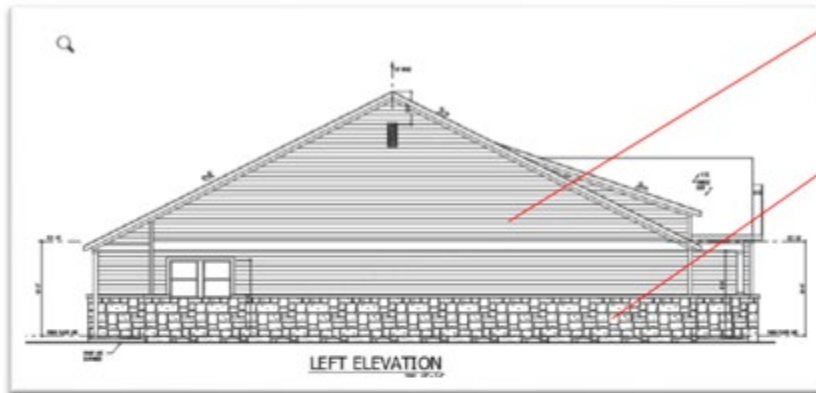
MASONRY



CEMENTITIOUS,  
PAINT GRADE,  
BOARD & BATTEN

MASONRY

12" CEMENTIOUS,  
PAINT GRADE BAND



CEMENTITIOUS,  
PAINT GRADE,  
SIDING MATERIAL

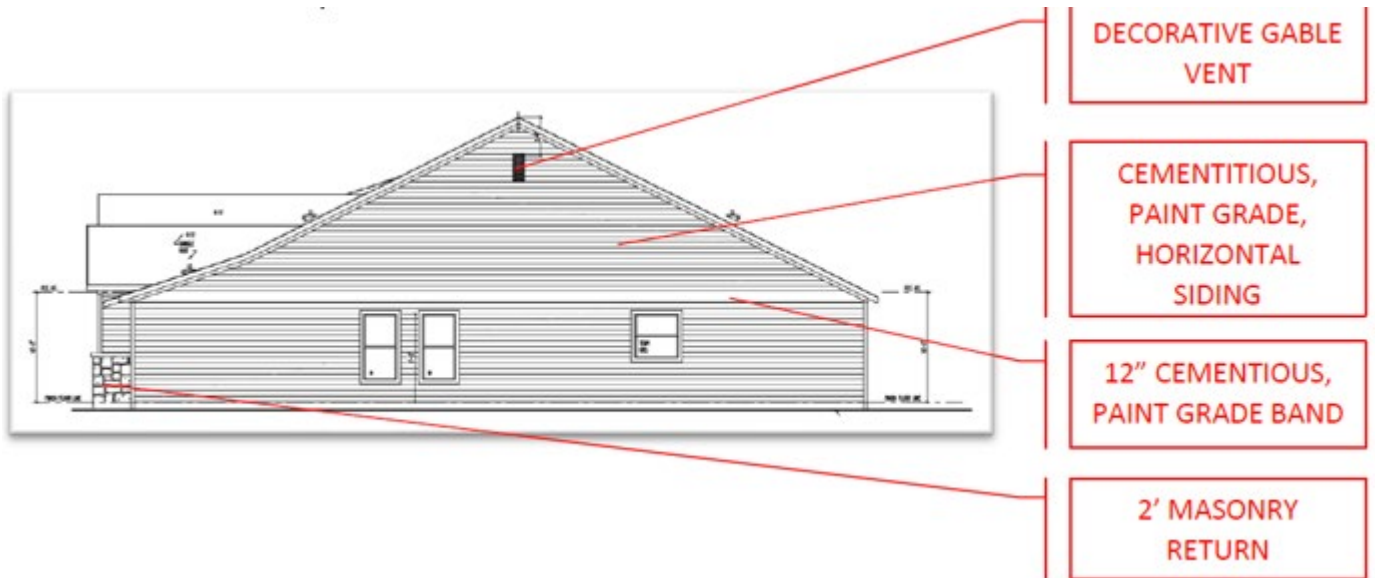
MASONRY

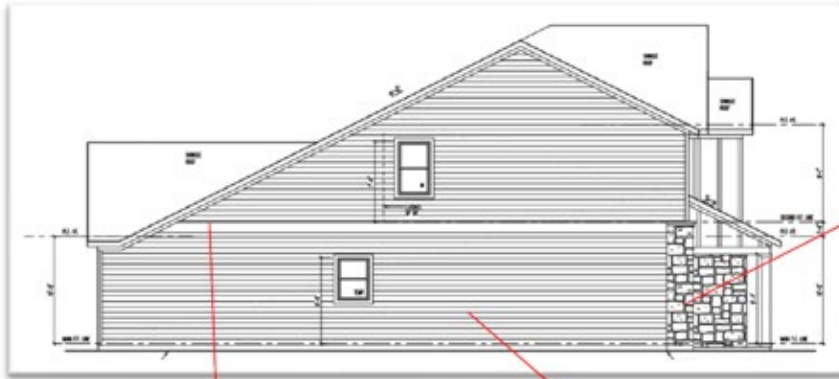


CEMENTITIOUS,  
PAINT GRADE,  
SIDING MATERIAL

MASONRY

- C. **Interior Lots shall** consist of cementitious fiber siding at the sides and rear elevations.
- a. Horizontal or Board & Batten, cementitious fiber siding
    - i. Side elevations that consist of a gable, or that are 2-story will include a 10-12" band to break-up the siding material and add character.
  - b. 2' Masonry Return

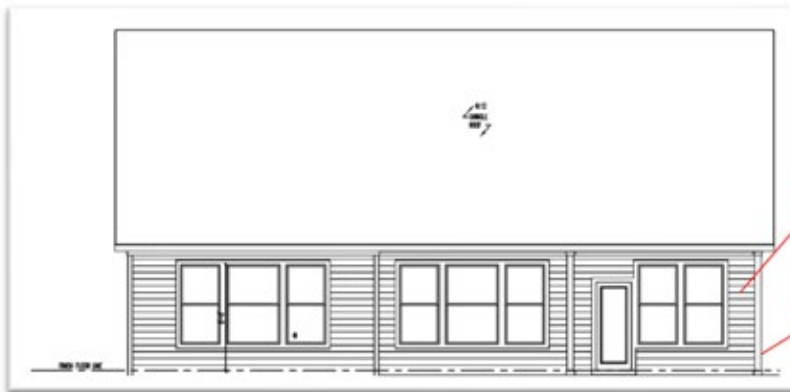




12" CEMENTITIOUS,  
PAINT GRADE BAND

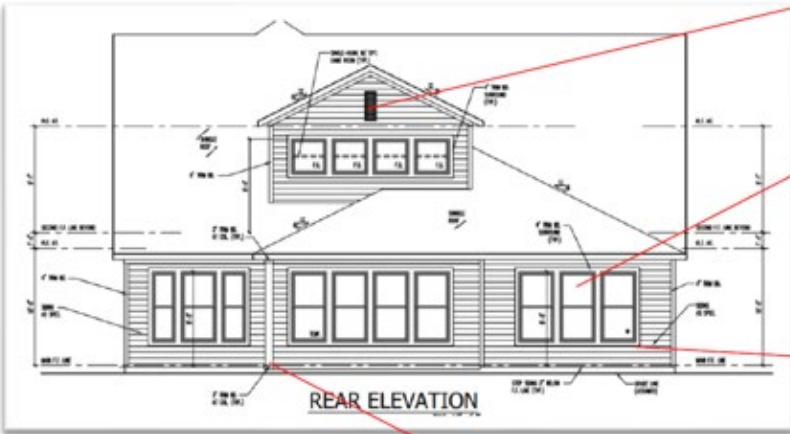
CEMENTITIOUS,  
PAINT GRADE,  
HORIZONTAL  
SIDING

2' MASONRY  
RETURN



CEMENTITIOUS,  
PAINT GRADE,  
HORIZONTAL  
SIDING

WRAPPED POST



DECORATIVE GABLE  
VENT

REAR ELEVATIONS  
WITH PLENTY OF  
WINDOWS

CEMENTITIOUS,  
PAINT GRADE,  
HORIZONTAL  
SIDING

WRAPPED POST



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an award for Grant Writing Services Contract.

**BACKGROUND/SUMMARY:**

A request for bid proposals were accepted for grant writing services

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

- Grant Development Services
- MRB Group
- G&G Municipal Consulting and Grant Writing

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council award the bid to Grant Development Services and authorize the Interim City Manger to execute contract after legal review.

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

**PROPOSAL FOR PROVIDING**  
*APPLICATION PREPARATION SERVICES*  
*AND*  
*ADMINISTRATIVE MANAGEMENT SERVICES*  
**FOR THE**



Submitted by:  
J Gandolf Burrus, President



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**Grant Development Services**

P.O. Box 33043 Austin, Texas 78764  
Phone: (512) 707-0455



# GRANT DEVELOPMENT SERVICES ADMINISTRATIVE MANAGEMENT PROPOSAL

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GRANT DEVELOPMENT SERVICES







## GRANT DEVELOPMENT SERVICES

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April 10, 2022

Lydia M. Collins  
 Director of Finance  
 City of Manor  
 City Hall  
 105 E Eggleston St  
 Manor, TX 78653

Re: Comprehensive Professional Grant Writing and Grant Administration Services Proposal

Dear Ms. Collins:

Grant Development Services, Inc appreciates the opportunity to respond to the City of Manor's request for a proposal to provide all Professional Grant Services required for Application Development and Project Administration over a two-year period. Our contract includes provisions for securing funding from a variety of potential sources including:

- Department of Agriculture Texas Community Development Block Grants (TDA/CDBG)
- Department of Agriculture Main Street / Downtown Revitalization Grants (MS/DR)
- Texas Parks and Wildlife Department Recreational Grants (TPWD)
- Texas Department of Transportation Sidewalk Grants (TxDOT)
- Central Texas Metropolitan Planning Organization Transportation Enhancement and Safe Routes to Schools grants (CAMPO)
- Capital Area Council of Governments special programs of local interest including Solid Waste and Environmental Grants (CAPCOG)
- Texas Water Development Board for both water and wastewater systems (TWDB)
- General Land Office (GLO)
- Federal Emergency Management Agency Hazard Mitigation grant programs (FEMA)
- COVID and Economic Recovery special programs and grants
- Texas Commission on Environmental Quality grants for water quality improvement (TCEQ)
- Other new grant funding opportunities to be evaluated

### **I. Approach: Multiple funding agencies**

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Research, Review and Evaluation: Throughout the term of the agreement, GDS will be investigating a variety of fund sources to determine if programs are a good match for Manor's municipal needs, qualifications and financial capacity. This evaluation is the first step in determining if the City is in a good position to compete for the program funds with a reasonable expectation of success.

Each funding agency has, at a minimum, a unique set of requirements for documenting project need, City eligibility. Once funded, each agency has unique Implementation and Administration requirements for planning, funding, constructing and auditing the project. While similarities may exist, each agency has its own kind of operating system and requires its own Forms and Procedures for providing funds, and collecting and verifying project documentation.

Before commencing work on a grant project, an all-hands conference will be held with GDS Team, City Team and the City assigned project engineer. The review will include evaluation of the program requirements, the scope of proposed construction, location and property ownership, determination of environmental clearance needs, land acquisition, income surveying, and permits. GDS will identify any items which could have a positive or negative impact the grant scoring. Among other purposes, GDS will utilize the Team conference information to establish a fee for application preparation and project implementation. Each project will include a negotiation of scope and fees.

Multi-agency fluency: Grant Development Services has developed what we describe as multi-agency fluency. We communicate with each Agency using their own language, terminology, and “slang” which facilitates effective communication. We adopt their playbook to ensure a smooth and efficient implementation process.

Our turn-key approach includes closely working with each funding Agency’s program auditors to produce clean close -out audits. GDS will accompany the City during any project audit. Our audit files are developed throughout the entire implementation process. GDS projects begin at the conceptual or incubation stage and do not conclude until programmatic close out/acceptance. Our knowledge base ensures GDS will deliver the “what and how” of all audit documentation requirements. We continue to meet or exceed all Agency Audit expectations.

## II. Scope of Services

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Our scope includes **all** Professional Services required to develop and submit a Grant Application and, upon receipt of funding, to provide all Administrative activities to successfully implement the project within the time frames required by the funding agency.

Our proposal and attached sample contract includes, but is not limited to, the list of tasks below.

### Grant application preparation

- Applicant eligibility confirmation
- Beneficiary eligibility confirmation
- All posting requirements
- Conduct early public hearing to confirm city municipal priorities
- Review of preliminary engineering report
- Review of Probable Opinion of Cost
- Write and upload all documents and information required for a complete application.
- Post notice of availability of application for review
- Resolution Authorizing submission of Application and verification of matching funds

### Grant Administration from award acceptance to close-out audit.

- Project Management
- Financial management
- Environmental Review
- Real property acquisition procedures under the Uniform Act, (if applicable)
- Construction Management
- Fair Housing/ Equal Opportunity and civil rights compliance
- Audit/Contract close out assistance

### III. Statement of Qualifications

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Our experienced Team is qualified to develop competitive applications and to administer ALL aspects of the scope of work for implementation for municipal construction utilizing grant funds. **Since its founding in 1983, GDS has administered 265 federal and state grants with a total value of over \$89MILLION from inception to close out audit.** The majority of the projects we manage are:

- Sewer or Wastewater System infrastructure construction improvements
- Parks and public recreation facilities
- Pedestrian and traffic safety sidewalk construction grants.

GDS's main office is at 4801 S Congress Ave. in Austin, with a field office in rural Hays County.

#### **Our team includes the following senior members:**

- **Gandolf Burrus**  
38 years' experience managing state and federally funded construction grants with a specialty in Labor Standards, Section 504 and EEO compliance.
- **Katerina Rice Dittmore**  
Former Executive Director of Habitat for Humanity in Austin with 27 years' experience with grant writing and federal/state project administration.
- **Latrice Hertzler**  
21 years' experience with securing environmental clearances. Additionally, she has 11 years at the TCEQ Permitting Division. Her firm, Futurelink Technologies is registered as a Certified Historically Underutilized Business.

#### 2021 CDBG Certified Administrators:

We have attached proof that we are currently Certified Administrators of the TxCDBG program. GDS been certified since 2008, and has completed recertification annually. Attached

#### 2022 SAM Debarment Verification:

We have also included documentation that the firm Grant Development Services and its President Jere Gandolf Burrus are not suspended or debarred in the Federal System for Award Management (SAM). SAM clearances for our environmentalist Latrice Hertzler, President of Future Link Technologies, are also included. Attached

#### Affirmative Action:

See section labeled Affirmative Action Certificates for verification of DBE/ WBE / HUB registrations attached.

### **Grant Application Development and Administration Experience**

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The Company Resume lists the major programs for which GDS has provided successful administration services. Attached

#### **Resumes**

We have included the resumes of the GDS team that will be engaged in developing the application and, if funded, providing professional grant administration services. Please see the attached Resumes.

#### IV. Proposed cost of Services:

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GDS requests a fee of Twenty-Four Dollars (\$24.00) paid at One Dollar (\$1.00) for a two-year agreement to assist the City in research, review and evaluation of a variety of fund sources to determine if specific grant programs are a good match for Manor's municipal needs, qualifications and financial capacity. Mileage during site visits will be billed to the city at the current IRS milage reimbursement rate.

The term of the contract can be extended for an additional two years by mutual agreement.

Before commencing work on a grant project that the City desires to assign to GDS, an all-hands conference will be held with GDS Team, City Team and the project engineer. The review will include the scope of proposed construction, location and property ownership, determination of elements required for environmental clearance, acquisition, income surveying, permits. Among other purposes, GDS will utilize the Team conference information to establish a fee request for application preparation and project implementation.

When a suitable grant funding source has been identified, the scope and fees will be negotiated as outlined in Part V Work Order Mechanism. Upon receipt of Notice to Proceed and signed Work Order, GDS will accept the project through a professional services contract. The work order will include the negotiated fees for both application preparation services and grant administration services and any other special conditions.

**SAMPLE CONTRACT:** A typical set of Application and Administration tasks that will be performed under each of the Contracts are detailed in the sample contract. Application tasks are detailed in the Contract Section labeled "Proposed Scope of Services". Administration tasks are detailed in PART II.

GDS has historically requested an application fee that ranges from 2% to 4% of the amount of grant funds requested. Our Administration fees range from 9% to 11.5% depending on the level of complexity of the environmental assessment, and whether land acquisition services will be required. Our hard costs are reimbursements for travel, photography, printing, and special studies

#### V. References

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GDS has maintained long-term relationships with communities including the following current clients:

- City of Cottonwood Shores since 1990
- City of Johnson City since 1990
- City of Malone since 2005
- City of Cresson since 2002
- City of Nolanville since 2013
- City of Walnut Springs since 1991
- City of Evant since 1993

The following references are from communities where we have recently completed or have ongoing projects. Please feel free to contact any community where we have provided services for an evaluation of our ability to successfully secure grants then manage projects.

City of Carmine                      979-451-0284  
Wade Eilers  
Mayor

City of Nolanville                      254-698-6093  
Kara Escajeda  
City Manager

City of Johnson City      512-626-5224  
Rhonda Stell  
Mayor

City of Malone  
Molly Hopson  
City Secretary

254-533 Item 24.

City of Cottonwood Shores      830-693-3830  
J C Hughes  
City Administrator

Ft Bend County MUD #131      281-236-1643  
Jennifer Jacobs  
Board President

We look forward to the opportunity to work with the City of Manor for discussion, planning and preparation of successful grant applications and then administering these funded projects to successful completion, close-out and audit.

We appreciate the opportunity to offer our services.

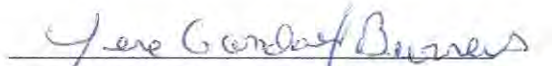
Signature

Printed Name

Company Name

Address

Phone

  
Jere Gandolf Burrus, President  
Grant Development Services Inc  
PO Box 33043 Austin Texas 78764  
512-707-0455 Office / 512-560-4477 Cell

# GRANT DEVELOPMENT SERVICES EXPERIENCE / BACKGROUND

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GRANT DEVELOPMENT SERVICES







## GRANT DEVELOPMENT SERVICES

### Celebrating Our 39<sup>th</sup> successful year

Grant Development Services, Inc. (GDS) is a professional firm with 39 years of experience in the professional design of applications to compete for grants, and in the successful grant management and administration of those funds secured. Since the Company's founding as RGS Associates in 1983, under the leadership of JGandolf Burrus, GDS has secured and administered over \$89 Million in grant funds from a wide variety of sources. GDS has provided administration services to communities ranging in size from Irving, Temple and Austin to small communities such as Carmine (Population 230) and Covington (population 211). Most of our clients are small rural communities with small populations.

The services provided by GDS include both:

- (1) providing funding by identifying funding sources for which they may compete with a reasonable expectation of success; design of the application to meet the specific scoring criteria of the funding agency
- (2) providing professional grant management and administration of funded projects. Our projects are professionally managed with the goal of completing on time and under budget.

Once grant funding has been secured, GDS works closely with recipients to provide all administrative services required to implement and document the grant-funded construction. Administering construction contracts being accomplished by (1) General contractor secured through bid, (2) volunteer labor and/or (3) combinations of the two.

GDS has professionally managed and administered more than 265 State and Federally funded construction projects.

The following is a list of the major programs for which GDS provides application and administration services: The strength of GDS is its diverse ability to successfully develop applications for a very wide range of funding sources including the following sixteen grant sources:

1. Community Development Block Grant funds to construct water storage and distribution systems and wastewater collection and treatment systems
2. Community Development Block Grant- Disaster Recovery funds to construct water systems and wastewater systems damage following disaster declarations
3. USDA loans and grants for water and wastewater system construction
4. FEMA Hazard Mitigation Grant Program – funds to address reduction or elimination of long-term risks from natural disasters.
5. Texas Water Development Board for loans and grants for water and wastewater systems

6. Community Development Block Grant Downtown Revitalization Program funds to construct pedestrian and transportation improvements
7. Safe Routes to Schools Program TxDOT funds to construct pedestrian and transportation improvements for use by school children
8. Community Development Block Grant Main Street Program funds to construct pedestrian and transportation improvements
9. Capital Fund Infrastructure Program funds for water and sewer lines/facilities, and road/street improvements related to expansion or new business development
10. Self Help (STEP) Program funds to construct water and sewer system through Volunteer labor.
11. Parks: Outdoor recreation, Indoor recreation, and Trails Grant funds to construct or improve recreational facilities
12. TA, STMPP, TASA, CAT7 and CAT9 TxDOT Programs funds for the development of safe transportation improvements
13. Texas Department of Agriculture Capital Fund grants and/or low interest loans funds for new construction of or expansion of facilities to companies seeking to create jobs;
14. Fire Protection Program grants and/or low interest loans to purchase firefighting equipment and training; and Community Oriented Policing (COPS) grants from the Department of Justice
15. Economic Development Administration funds to create or retain private sector employment

GDS has successfully developed working relationships with clients as well as with funding agencies. The program funds which GDS regularly accesses are provided through the following agencies.

- Texas Water Development Board
- Texas Department of Agriculture
- Texas Department of Agriculture's Office of Rural Affairs
- Capital Area Metropolitan Planning Organization
- Killeen Temple Metropolitan Planning Organization
- Texas Department of Transportation
- Texas Parks and Wildlife Department
- Texas Commission on Environmental Quality
- Williamson County Grant Program
- Texas Department of Housing and Community Affairs

We also have assisted communities in establishing Enterprise Zones, Enterprise Zone Designated Project Certifications, Tax Abatement Zones, and in securing funding from private grant foundations.

It is our intention to provide your city the highest level of professional service at a reasonable cost.

## The following projects have been funded by Grant Development Services.

### City of Alvord

Secured grant funding and administered CDBG grant: Construct a new elevated water tower and improvements to the water distribution system. Grant Amount \$ 250,000

### City of Beavercreek

Secured grant funding: Purchase of Firefighting equipment including SCBA's and Bunker suits. Grant Amount: \$ 14,500

### City of Bellmead

Secured grant funding and administered Downtown Revitalization grant: Construct sidewalk improvements in the downtown area (710142) Grant Amount: \$ 150,000

Secured grant funding and administered CDBG grant: Replacement of residential water meters and first-time service (713029) Grant Amount \$ 275,000

### City of Belton

Economic Development Assistance enabling Continental Belton Inc. to retain fifty full-time employees funded through the Texas Department of Commerce

Secured grant funding and administered TxDOT Oil Overcharge grant: Construction of park and ride facility Grant Amount: \$ 75,000

Secured grant funding and administered CDBG grant: Construction of First-time wastewater services and collection system improvements Grant Amount \$ 250,000

Secured grant funding: Purchase of new EMS Unit Board Grant Amount: \$ 45,000

Secured grant funding for Safe Routes to School (SRTS) Planning study Grant Amount \$ \$ 10,000

Secured grant funding and administered CDBG grant: Construct / Replace Miller Heights Sewer Interceptor line (GR729889) Grant Amount \$ 250,000

Secured grant funding for TEA grant: Construct extension of the Nolan Creek Pedestrian and Bike Trail Grant Amount: \$1,835,661

Secured grant funding and administered SRTS grant: Construct sidewalk and traffic safety improvements for use by schoolchildren. Grant Amount: \$ 666,400

### Blanco County

Intermodal Surface Transportation Enhancement Act funding for the restoration of the Blanco County Courthouse (A nationally registered historic site) through the Texas Department of Transportation ISTEPA Program Grant Amount: \$ 120,000

Secured grant funding and administered CDBG Urgent Need/ Disaster grant: Complete repair of low water crossing damaged in flood. Grant Amount \$ 112,677

**City of Blum**

Secured grant funding and administered CDBG grant: Constructed improvements to Wastewater Treatment Plant and Collection System Grant Amount \$ 250,000

**City of Burnet**

Administered TEA Grant: sidewalk construction grant to connect the railroad depot, County Courthouse and River. Grant Amount \$ 325,000

Secured HIF grant funding to construct the infrastructure required for water, sewer, streets, and lots for a subdivision of 24 single family residences Grant Amount \$ 500,000

**City of Cameron**

Tax Abatement: Economic Development Financing to assist in funding the construction of the Winnie L Care Facility, a 90 Bed Care Facility funded by the Texas Dept of Commerce (Grant No. One) Grant Amount: \$ 350,000

Tax Abatement: Design and Creation of a City-wide State of Texas Enterprise Zone (EZ058-022190-C), approved by the Department of Commerce

Tax Abatement: Design and Creation of City Revolving Loan Fund for the capture of project income from Department of Commerce funded economic development projects to be used for local economic development activities.

Secured Urban Development Action Grant (Certification)

Secured Meadows Foundation Grant to establish a Head Start Facility and Program (in cooperation with the Milam County Commissioner's Court) (Grant No. Two) Grant Amount: \$ 130,000

Secured grant funding and administered CDBG grant: Constructed improvements to the water distribution system to areas served by public housing (Grant No. Three) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Constructed improvements to the water distribution system to serve surrounding schools and hospital (Grant No. Four 725129) Grant Amount \$ 250,000

Secured grant funding and administered Recreation grant: Construct a swimming pool and other recreation facilities (Grant No. Five) Grant Amount \$ 500,000

Secured grant funding: Purchase of new firefighting unit (Grant No. Six) Grant Amount: \$ 42,000

Tax Abatement: Certification of Butler-Weldments Corporation and of Cam-Col Nursing Home Partnership as Certified Enterprise Zone Projects for the purpose of receiving refunds of State Sales Tax and reductions of State Franchise Taxes. Secured Tax Abatement package from City of Cameron, Cameron Independent School District, and Milam County Commissioner's Court for John C. Culpepper

Secured grant funding and administered CDBG grant: Construction of Street and Drainage Improvements ((Grant No. Seven 722099) Grant Amount \$ 236,600

**City of Cameron (continued)**

Secured grant funding and administered CDBG grant: Construction of First-time sewer service connections. ((Grant No. Eight 718099) Grant Amount \$ 188,665

Secured grant funding and administered TEA- 21 grant: Construct hiking trails, sidewalks, and restroom facilities. (Grant No. Nine) Grant Amount \$1,245,000

Secured grant funding and administered CDBG grant: Construct improvements at City’s Water Treatment Plant (Grant No. 10 729099) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Replacement/ upgrade of city’s residential water meter system (Grant No. 11 713060) Grant Amount \$ 275,000

**City of Carmine**

Secured grant funding and administered CDBG grant: Construct a new water well and elevated storage facility (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services, sewer lift station, and water distribution lines. (Grant No. Two 715889) Grant Amount \$ 170,000

Secured grant funding and administered HOME grant: Rehabilitation of Owner-Occupied Homes (Grant No. Three) Grant Amount: \$ 200,000

Secured supplemental Loan for sewer construction through Community Resources Group. (Grant No. Four) Loan Amount: \$ 85,000

Secured grant funding and administered CDBG grant: Construct improvements to the water system. (Grant No. Five) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the water distribution system. (Grant No. Six) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the wastewater treatment facility and construction of first-time sewer services. (Grant No. Seven 728079) Grant Amount \$ 250,000

Secured CDBG grant funding to construct improvements to the water storage and distribution system. (Grant No. Eight 7214071) Grant Amount \$ 275,000

Secured grant funding and administered 2018 CDBG grant: Construct improvements to the water tower and water pipeline installation with fire hydrants. (Grant No. Nine 7218051) Grant Amount \$ 300,000

Secured grant funding and administering 2021 CDBG grant: Construct improvements to the citywide wastewater treatment plant. (Grant No. Ten CDV21 0073) Grant Amount \$ 350,000

Secured grant funding and administering 2021 SLFRF ARPA grant: Construct improvements to the water tower and water plant including emergency preparedness. (Grant No. 11 347-TX2084) Grant Amount \$ 68,722

**Community of Chilton (through Falls County)**

Secured grant funding and administered CDBG grant: Rehabilitation of existing sewage treatment facility and construction of first-time sewer Grant Amount \$ 250,000

Secured financial support from the Ford Foundation / Community Resource Group for the provision of first-time wastewater services. Grant / Loan Amount \$ 70,000

Secured second loan/financial support from the Ford Foundation / Community Resource Group for the provision of first-time wastewater services. Loan Amount: \$ 60,000

Secured grant funding: Purchase of a new firefighting personal safety gear (Bunker Suits and Air Packs) Grant Amount \$ 23,000

**Community of China Spring (through McLennan County)**

Secured grant funding and administered CDBG Urgent Need grant: Construct/ Replace the failed single source of water supply Grant Amount: \$ 350,000

Secured grant funding: Purchase of a new firefighting personal safety gear: Bunker Suits and Air Packs Grant Amount: \$ 31,000

**City of Cleburne**

Secured grant funding: Purchase of a new Class A Pump Truck for the Fire Department Grant Amount: \$ 46,000

Secured grant funding and administered CDBG grant: Construction of water and sewer lines to provide first-time services Grant Amount \$ 250,000

Secured grant funding and administered ISTEA grant: Construct/ restore an abandoned historic Post Office Building for adaptive reuse as a City Hall. Grant Amount: \$200,000

**City of Copperas Cove**

Economic Development assistance to Cove Nursery and Landscaping through the Governor's Small Business Assistance Fund and the Texas Department of Commerce

Administered CDBG grant: Construct improved sewer collection lines in a low-income target area. Grant Amount \$ 250,000

Secured Indoor Recreation grant funding for indoor swimming pool and other recreation facilities Grant Amount \$ 416,000

Secured grant funding for CDBG Grant: Construct water improvements in a low-income target area Grant Amount: \$250,000

Provided professional planning services to complete community plan for Safe Routes to School project

Secured grant funding and administered CDBG Grant: Construct water improvements in a low-income target area (712409) Grant Amount: \$ 87,308

**City of Cottonwood Shores**

Secured grant funding and administered CDBG Planning grant: Completion of Municipal Comprehensive Plan (Grant No. One) Grant Amount: \$ 28,000

Secured grant funding and administered CDBG grant: Construct improvements to the water system. (Grant No. Two) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Disaster grant: Construct improvements to street system damaged by flooding. (Grant No. Three) Grant Amount \$ 200,280

Secured grant funding and administered CDBG grant: Construct improvements to the water distribution system and water system standpipe. (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the water distribution system in a low-income target area. (Grant No. Five 725080) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the sewer system including rehabilitation of all city lift stations (Grant No. Six 728060) Grant Amount \$ 250,000

Secured grant funding and administered STEP grant: Construct improvements utilizing volunteer labor to the water plant and intake system (Grant No. Seven) Grant Amount \$ 170,633

Secured grant funding for CDBG grant: Construct improvements to the water treatment system and water Clearwell tank. (Grant No. Eight 710139) Grant Amount \$ 250,000

Secured grant funding for STEP grant: Construct improvements utilizing volunteer labor to the water plant and intake system (Grant No. Nine 711036) Grant Amount \$ 300,000

Secured grant funding and administered TPWD Recreation grant: Construct recreational facilities utilizing volunteer labor (Grant No. 10) Grant Amount \$ 500,000

Secured grant funding and administered LCRA Partnerships in Parks grant: Construct recreational facilities utilizing volunteer labor (Grant No. 11) Grant Amount \$ 200,000

Secured grant funding and administered for TPWD Boat ramp grant: Construct boat ramp facilities utilizing volunteer labor (Grant No. 12) Grant Amount \$ 142,170

Administered CDBG grant: Construct improvements to the municipal water treatment system including upgrade of backwash system (Grant No. 13 713109) Grant Amount \$ 275,000

Secured grant funding and administered 2017 CDBG grant: Construct new water treatment system in partnership with Texas Water Development Board Loan (Grant No. 14 7217080)  
Grant Amount \$ 300,000 Total Combined Project \$ 1,129,000

Secured grant funding and administering 2020 CDBG grant: Construct improvements to the wastewater system with new lift station. (Grant No. Eight 7220109) Grant Amount \$ 300,000

Secured grant funding and administering 2021 SLFRF ARPA grant: Install emergency generators at water treatment plant and citywide wastewater lift station.  
(Grant No. Nine 372-TX0364) Grant Amount \$ 304,334

**City of Covington**

Secured grant funding and administered CDBG grant: Construction of Municipal Water Well, and transmission lines (Grant No. One) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construction of transfer facilities to shift the City of Covington from ground water to surface water (Grant No. Two) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a new elevated storage facility (Grant No. Three) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a second municipal water well and connect to the existing system (Grant No. Four) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct pressure pumps and other improvements (Grant No. Five) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the wastewater treatment facility (Grant No. Six 727140) Grant Amount: \$ 250,000

Provided professional planning services to complete community plan for Safe Routes to School project

Secured grant funding for SRTS Grant: to construct sidewalk and pedestrian facilities to serve area school children (Grant No. Seven) Grant Amount: \$ 350,125

**City of Creedmoor**

Secured grant funding and administered Recreation Grant: Construct recreation facilities Grant Amount: \$ 400,000

**City of Cresson**

Secured grant funding and administered CDBG grant: Construct a new water well and first-time services (726141) Grant Amount: \$250,000

Secured grant funding and administered CDBG grant: Construct water storage facility, water distribution lines and first-time service (710889GR) Grant Amount: \$350,000

Secured grant funding and administered CDBG Grant: Construct water pipeline improvements in "Old Town" (7214100) Grant Amount: \$ 275,000

Secured grant funding and administered 2018 CDBG grant: Construct new water tower for newly acquired water system (7218101) Grant Amount \$ 275,000

Secured grant funding and administering TPWD grant: Construct municipal park. (48-001165) Grant Amount \$ 500,000

**Chisholm Trail Heritage Museum, Cuero Texas**

Secured "Feasibility and sustainability" study grant from the Economic Development Administration for the proposed museum facility. Grant Amount \$ 30,000

Secured grant funding and administered EDA grant: Rehabilitation and expansion of the CTHM museum facility. Grant Amount \$1,000,000



**City of Cuero**

Secured grant funding and administered Downtown Revitalization grant: Construct sidewalk improvements in the downtown area (711222) Grant Amount: \$ 150,000

Secured grant funding and administered second Downtown Revitalization grant: Construct sidewalk improvements in the downtown area (719132) Grant Amount: \$ 150,000

**City of Deanville**

Secured grant funding: Purchase of Firefighting equipment Grant Amount \$ 13,500

**City of Dripping Springs**

Secured grant funding and administered CDBG grant: Construct first-time sewer services in the North Forty Neighborhood (Grant No. One) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services in the Ramirez Neighborhood (Grant No. Two) Grant Amount: \$ 250,000

Secured funding from the Hays County Park Bond program for the purchase of 64 acres of the Harrison property as parkland. (Grant No. Three) Grant Amount \$ 775,000

Secured grant funding for TPWD Recreational Facilities grant: To construct outdoor recreational facilities at Harrison Park (Grant No. Four) Grant Amount: \$ 500,000

Secured grant funding and administered TxDOT STM PP CAMPO Grant: Construction of Pedestrian and traffic safety improvements through Downtown Mercer Street Historic District (Grant No. Five) Grant Amount: \$ 599,054

Secured grant funding and administered 2015 CDBG grant: Construct water system improvements in the North Forty Neighborhood (Grant No. Six 7215129) Grant Amount \$ 270,000

Secured grant funding for 2017 TxDOT Transportation Alternatives Set-Aside Program Grant: Pedestrian safety improvements including pedestrian bridge along Sportsplex Drive (Grant No. Seven 0914-33-079) Grant Amount: \$ 325,155

Secured grant funding for 2018 TxDOT CAMPO Grant: Comprehensive Transportation Planning Grant: Corridor of US Highway 290 and RM 12 and Center Study of US Highway 290 at Mercer Street. (Grant No. Eight) Grant Amount: \$ 360,000

Secured 2020 grant funding from the Texas Department of Transportation for Transportation Alternatives funding for sidewalks, pedestrian bridges, intersection improvements and bicycle lanes along Rob Shelton Blvd. Grant Amount \$1,150,116

Secured 2020 grant funding from the Texas Department of Transportation for Transportation Alternatives funding for sidewalks, safety buffers, shared use paths and safe crossing areas connecting the High School campus with the Middle School on US 290 Grant Amount \$1,670,084

**City of Elgin**

Administered 2014 TDA Capital Fund Main Street grant: Construction of sidewalks and ramps located in Historic Downtown District (7214372) Grant Amount: \$ 150,000

Administered 2015 CDBG grant: Construction of water improvements to serve target area. (7215151) Grant Amount: \$ 275,000

**City of Evant**

Secured grant funding and administered CDBG grant: Construction of Sewage Treatment Facility and collection lines (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered HOME Grant: Rehabilitation of Owner-Occupied Homes (Grant No. Two) Grant Amount: \$ 200,000

Secured grant funding: Purchase of Firefighting equipment (Grant No. Four) Grant Amount \$ 31,000

Secured grant funding and administered CDBG grant: Construction of extensions to the wastewater collection system and First-time wastewater services (Grant No. Three) Grant Amount: \$ 250,000

Secured grant funding: Purchase of Bunker Suits and other personal protective equipment (Grant No. Five) Grant Amount \$ 18,500

Secured grant funding and administered CDBG grant: Construction of improvements to the wastewater collection system and First-time wastewater services (Grant No. Six). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of reverse osmosis treatment facility (Grant No. Seven). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of extensions to the water system and new municipal water well (Grant No. Eight) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of standpipe to expand water system capacity (Grant No. Nine 723279) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of blending tanks for water plant and additional onsite storage capacity (Grant No. 10 725301) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Rehabilitation of Reverse Osmosis plant and upgrade of pressure pumps (Grant No. 11 727159) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of extensions to the water system (Grant No. 12 7214159) Grant Amount: \$ 275,000

Secured grant funding and administering 2018 CDBG grant: Construction of improvements to existing wastewater treatment plant (Grant No.13 7218141) Grant Amount: \$ 275,000

**Fort Bend Municipal Utility District No. 131**

Secured grant funding and administering 2018 TPWD Non-Urban Outdoor Recreation grant funding for Southern Colony Recreation Center Park Project

Grant Amount \$ 500,000      Total Project \$1,162,750

**City of Giddings**

Tax Abatement: Design and Implementation of Reinvestment Zone Policy and Establishing Committee for Purposes of Granting Tax Abatements.

Tax Abatement: Secured 100% for 5 years. Tax Abatement for Nutrena Feeds Inc.

Secured grant funding and administered Recreational Facilities grant funding: To Support Major Expansion of the City Park (swimming pool, soccer fields, equipment)      Grant Amount: \$ 230,000

Secured grant funding and administered CDBG grant: Construct improvements to expand wastewater collection capacity by installing 15" collection lines      Grant Amount: \$ 250,000

**City of Granbury**

Secured grant funding & administered grant for new Water and Sewer services Grant Amt: \$ 250,000

**City of Granite Shoals**

Secured grant funding and administered CDBG grant: Construct water distribution lines and replace defective connections in the Sweetbriar neighborhood (Grant No. One)      Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct improved water distribution lines and first-time water services. (Grant No. Two)      Grant Amount \$250,000

Secured grant funding and administered CDBG grant: Construct water distribution lines for 110 homes and First-time services in the area. (Grant No. Three)      Grant Amount: \$ 250,000

Secured grant funding and administered CDBG Urgent Need grant: Construct/ removal and replacement of a failed standpipe (Grant No. Four)      Grant Amount \$ 95,000

Secured grant funding and administered CDBG grant: Construct extensions to the water collection system and First-time water services along Bluebonnet Street (Grant No. Five).  
Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct extensions to the water distribution lines and First-time water services in the Bluebriar area (Grant No. Six 724331)  
Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution system lines and First-time water services in the Sunset Woods neighborhood (Grant No. Seven 725351)  
Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution system lines and First-time water services in the Presidents Area (Grant No. Eight 728169) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water system improvements and new Water Clearwell Tank (Grant No. Nine 710279)      Grant Amount \$ 250,000

**City of Granite Shoals (continued)**

Secured TPWD grant funding and administered Recreation Trails grant funding for new walking trails Grant No. 10 RT011-009) Grant Amount \$ 73,120

Secured TPWD grant funding and administered Outdoor Recreation grant funding for Quarry Park (Grant No. 11 48-00-1119) Grant Amount \$100,000

Secured grant funding for CDBG Grant: water tower improvements (Grant No. 12 713199) Grant Amount \$ 275,000

Secured grant funding and administering Outdoor Recreation Grant for Recreation Center (Grant No. 13 50-00484) Grant Amount \$500,000

**City of Gustine**

Secured grant funding and administered CDBG grant: Construct a new water well and first-time services (727181) Grant Amount \$ 250,000

**City of Harker Heights**

Economic Development assistance to R.K. Bass Incorporated through the Governor's Small Business Assistance Fund and the Texas Department of Commerce. Grant Amount: \$ 180,000

**Harris County Water Control Improvements District No. 96**

Secured grant funding and administered 2017 TPWD Non-Urban Outdoor Recreation grant funding for Fall Creek Sports Complex Park Grant Amount \$ 500,000 Total Project \$2,403,126

**City of Iredell**

Administered CDBG grant: Construct a new water well and water tank Grant Amount \$ 250,000

**City of Itasca**

Secured grant funding and administered CDBG grant: Construct new sewer collection lines (726281) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater Treatment Plant Improvements (710351) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater Treatment Plant Improvements and replace sewer pipeline (7241230) Grant Amount \$ 275,000

Secured grant funding and administering 2018 CDBG grant: Construct new Water Storage Tank, and pump station (7218239) Grant Amount \$ 300,000

**City of Jarrell**

\*The following Jarrell CDBG projects were completed utilizing CDBG and TWDB Funds: 2004-2007

Secured grant funding and administered CDBG grant: Engineering studies required to construct new wastewater treatment facility and collection system (2004 Grant No. One) Grant Amount \$ 100,000

Secured grant funding and administered CDBG grant: Engineering studies plus construction of wastewater collection system connections (2005 Grant No. Two) Grant Amount \$ 234,332

**City of Jarrell (continued)**

Secured grant funding and administered CDBG grant: Construct 77 first-time sewer services and wastewater treatment facility improvements (2006 Grant No. Three) Grant Amount \$ 290,000

Secured grant funding and administered CDBG grant: Construct 13 first-time sewer services and wastewater treatment facility improvements (2007 Grant No. Four) Grant Amount \$ 131,563

TWDB Fund Clean Water State Revolving – Disadvantaged Communities Assisted City in preparation of an application for TWDB funds for construction of a first –time wastewater treatment facility. Provided financial management and documentation of the uses of TWDB and other funds and all reporting requirements. (2004 TWDB Loan No. One) TOTAL PROJECT \$7,895,000

TWDB Fund Clean Water State Revolving – Disadvantaged Communities: Assisted City in preparation of application for TWDB funds for wastewater system improvements to finance wastewater system improvements. This supporting effort provided the additional funds required to complete the wastewater system by constructing collection lines and first-time wastewater services. (2008 TWDB Loan No. Two) TOTAL PROJECT \$1,520,000

Secured grant funding and administered CDBG grant: Engineering studies for new Water Distribution System (2008 Grant No. Five) Grant Amount \$200,000

Secured grant funding and administered CDBG grant: Construct Sewer Lift Stations (2008 Grant No. Six) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct 45 first-time sewer services and improvements to the wastewater treatment facility (2009 Grant No. Seven) Grant Amount \$ 297,772

Secured grant funding and administered CDBG grant: first-time sewer services and wastewater treatment facility improvements (2010 Grant No. Eight) Grant Amount \$ 366,000

Secured grant funding and administered CDBG grant: first-time water services and main water distribution pipeline (2011 Grant No. Nine) Grant Amount \$ 287,450

**City of Johnson City**

Secured grant funding and administered CDBG grant: Construct new elevated water storage facility, pumps and connection to existing distribution system. (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct new water distribution lines through downtown area and to the Public Housing Authority (Grant No. Two) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improved sewer services and first-time sewer services connecting downtown and the Public Housing Authority (Grant No. Three) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct new municipal water well funded through the TDHCA (Grant No. Four). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution lines and First-time water services funded through the TDHCA (Grant No. Five). Grant Amount: \$ 250,000

**City of Johnson City (continued)**

Secured grant funding and administered CDBG grant: Construct wastewater system improvements (Grant No. Six).	Grant Amount: \$ 250,000
Secured grant funding and administered CDBG Planning grant: City Master Plan for growth and development (Grant No. Seven)	Grant Amount: \$ 28,000
Secured grant funding: Purchase of firefighting apparatus for the Johnson City Volunteer Fire Department (Grant No. Eight)	Grant Amount \$ 28,000
Secured grant funding and administered HIF grant: Construct 12 new units of Public Housing for the Johnson City Public Housing Authority. (Grant No. Nine)	Grant Amount \$ 603,000
Secured grant funding and administered TEA grant: Construct hiking trails, traffic crossing light, pedestrian bridge and restrooms (Grant No. 10)	Grant Amount: \$ 709,333
Secured grant funding and administered CDBG grant: Construct improved wastewater services in the Scofield neighborhood and trailer parks (Grant No. 11)	Grant Amount \$ 250,000
Secured grant funding and administered CDBG grant: Construct new lift stations in the Ramirez and Deer Creek neighborhoods (Grant No. 12)	Grant Amount: \$ 250,000
Secured grant funding and administered CDBG grant: Construct new water lines and fire hydrants in the Ramirez and Deer Creek neighborhoods (Grant No. 13)	Grant Amount \$ 250,000
Secured grant funding and administered CDBG grant: Construction of new collection lines and first-time sewer services along Avenue N. (Grant No. 14 727300)	Grant Amount: \$ 250,000
Secured grant funding and administered CDBG grant: Construct new main sewer collection line and improvements at Wastewater Treatment Plant (Grant No.15)	Grant Amount: \$ 250,000
Secured grant funding and administered LCRA Partnership in Parks grant: Construct a children's playground (Grant No. 16)	Grant Amount: \$ 25,000
Secured grant funding and administered LCRA Partnership in Parks grant: Construct a recreation pavilion (Grant No. 17)	Grant Amount: \$ 200,000
Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project	Grant Amount: \$10,000
Secured grant funding and administered TxDOT SRTS Grant: To construct sidewalk and pedestrian facilities to serve area school children (Grant No. 18)	Grant Amount: \$ 700,504
Secured grant funding and administered CDBG grant: Construct new main sewer collection line and improvements at Wastewater Treatment Plant (Grant No. 19 713260)	Grant Amount: \$ 275,000
Secured grant funding and administered TPWD Park grant: Construction of recreation facilities including skate park, rainwater collection and landscaping gardens (Grant No. 20 54-000160)	Grant Amount: \$ 75,000

**City of Johnson City (continued)**

Secured grant funding and administering CDBG grant: Construct new municipal water tank and fire hydrants (Grant No. 21 7218249) Grant Amount: \$ 300,000

Administering 2021 SLFRF ARPA grant: Construct improvements to the water and wastewater pipeline systems. (Grant No. 22 167-TX8005) Grant Amount: \$ 528,554

Secured 2022 grant funding and administering CDBG grant: Construct municipal water distribution system improvements and fire hydrants (Grant No. 24 CDV-21-0060) Grant Amount: \$ 350,000

**Community of Kingsland**

Secured grant funding and administered CDBG Grant: Constructed new water distribution pipeline and new residential connections. Grant Amount \$ 250,000

Secured grant funding for STEP Grant: To construct new water system distribution pipeline and new residential connections. Grant Amount \$ 350,000

**Community of Kennedy Ridge Water Supply Corporation**

Coordinated with Texas Water Development Board in the implementation of these Kennedy Ridge WSC projects, specifically regarding the transmission of wastewater to Hornsby Bend Water Supply treatment facility

Secured grant funding and administered STEP Grant: Construct improvements to a failed water system in the Kennedy Ridge Urban Colonia Area utilizing volunteer labor (719056) Grant Amount \$ 350,000

Secured grant funding and administered STEP Grant: Construct improvements to a failed water system in the Kennedy Ridge Urban Colonia Area utilizing volunteer labor (721026) Grant Amount \$ 350,000

Secured grant funding and administered STEP Grant: Construct improvements to wastewater system in the Kennedy Ridge Urban Colonia Area utilizing volunteer labor (722156) Grant Amount \$ 350,000

**City of Kyle**

Administered TCEQ Watershed Protection Plan (WPP) Grant which includes Low-Impact Development (LID) for the wastewater treatment facility. The project provides LID best management practices, infrastructure, outreach and education. The project is being implemented in coordination with the new wastewater treatment plant and operations center. (582-17-70360) Grant Amount: \$ 132,215

**City of Lago Vista**

Secured grant funding for 2017 CAMPO / TxDOT TAP grant: Construction of transportation improvements including ADA compliant sidewalks and traffic calming devices at Lago Vista Middle School (Grant No. 0914-04-301) Grant Amount: \$ 465,371

Secured TPWD grant funding for 2017 City Park: Construction of recreational improvements including open space, softball, playground and trails. (Grant No. 50-000486) Grant Amount: \$ 500,000

**City of Lavon**

Secured grant funding for Purchase of Firefighting equipment to establish new fire department (First funding). Grant Amount: \$ 28,000

Secured grant funding Purchase of Attack Truck for Forest Service Foam Unit (Second funding). Grant Amount: \$ 37,000

**City of Liberty Hill**

Secured grant funding and administered CDBG grant: Engineering studies for construction of WWTP facility and first-time sewer services (Grant No. One) Grant Amount: \$ 125,000

Secured grant funding and administered CDBG grant: Engineering studies plus construction of 7 first-time sewer services and WWTP improvements (Grant No. Two) Grant Amount \$ 125,000

Secured grant funding and administered CDBG grant: Construct 22 first-time sewer services and a WWTP improvements (Grant No. Three) Grant Amount \$ 200,000

Secured grant funding and administered CDBG grant: Construct 20 first-time sewer services and WWTP improvements (Grant No. Four) Grant Amount \$ 125,805

Secured grant funding and administered CDBG grant: Construct first-time sewer services and WWTP improvements (Grant No. Five) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services and wastewater pipelines (Grant No. Six) Grant Amount \$ 253,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services and a wastewater pipeline (Grant No. Seven) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct 2 new water wells and connection to water system (Grant No. Eight) Grant Amount \$ 250,000

Secured first State Tribal and Allocation Grant (STAG earmark) for the wastewater system (Grant No. Nine) Grant Amount \$ 350,000

Secured second State Tribal and Allocation Grant (STAG earmark) for the wastewater system (Grant No. 10) Grant Amount \$ 350,000

**City of Lipan**

Secured grant funding and administered CDBG grant: Construct new water well and water storage facilities (7104701) Grant Amount \$ 350,000

**City of Llano**

Secured grant funding and administered CDBG grant: Construct sewer system collection lines and reconnections (Grant No. One 725531) Grant Amount: \$ 250,000

Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project



**City of Llano (continued)**

Secured TxDOT SRTS grant funding: To construction sidewalk improvements for use by school children. (Grant No. Two) Grant Amount \$ 225,777

Secured grant funding and administered CDBG Main Street grant: Construct sidewalk and street improvements (Grant No. Three 724202) Grant Amount \$ 150,000

Secured grant funding and administered CDBG Main Street grant: Construct sidewalk and street improvements (Grant No. Four 728012) Grant Amount: \$150,000

Secured grant funding for CDBG grant: Construct water line improvements in a target area (2010 Grant No. Five 710819) Grant Amount: \$250,000

Secured grant funding for CDBG grant: Construct water line improvements in a target area (2011 Grant No. Six 711309) Grant Amount: \$275,000

**City of Lockhart**

Secured grant funding and administering 2018 TCEQ Watershed Protection Plan Grant which includes Low-Impact Development (LID) best management practices to reduce stormwater runoff and bacteria contamination of Town Branch Creek. Project involves volunteer coordination, outreach and education. (TCEQ No 582-18-80212) Grant Amount: \$242,359

Secured grant funding and administering 2019 CDBG Grant for construction of an 18" main water distribution line with fire hydrants. (Grant No 7219231) Grant Amount: \$300,000

**City of Lorena**

Secured State Tribal and Allocation Grant (STAG earmark) grant funding construction of wastewater system improvements Grant Amount \$ 350,000

**City of Lott**

Secured grant funding and administered CDBG grant: Construct Street and Drainage System Improvements utilizing city staff (force account labor) (Grant No. One). Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct First-time Street Construction. (Grant No. Two). Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater treatment facility improvements. (Grant No. Three). Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct elevated 110,000 gallons Water storage facility and distribution improvements (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding: Purchase of new First Response/Attack Truck (Grant No. Five) Grant Amount \$ 48,000

**City of Malone**

Secured grant funding and administered CDBG Grant: Construct new standpipe for water system (723509) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG Grant: Construct cooling system for standpipe, water distribution pipeline and fire hydrants (726389) Grant Amount: \$ 250,000

**City of Malone (continued)**

Secured grant funding and administered CDBG Grant: Construct improvements at the WWTP including new wastewater discharge pipeline (713311) Grant Amount: \$ 275,000

TWDB Fund Drinking Water State Revolving –Administered forgivable loan funds for replacement of residential water meters and water pipeline (62668) Grant Amount: \$ 179,000

Secured grant funding and administering 2020 CDBG Grant: Construct improvements at the water system including main transmission pipeline (7220289) Grant Amount: \$ 300,000

**City of Manor**

Secured grant funding for THC feasibility study for restoring the Chamberlain House Grant Amount \$ 30,000

**City of Marble Falls**

Secured grant funding and administered CDBG Grant: Construct First-time Water services, Sewer improvements and Street Construction Grant Amount: \$ 250,000

Secured grant funding for Development of Comprehensive Municipal Planning Study including Parks Master Plan. Grant Amount: \$ 28,000

Secured grant funding and administered CDBG Disaster Relief Grant: Construct/ replace two bridges destroyed by a tornado. Grant Amount \$ 350,000

Secured grant funding and administered ISTE A grant: Construct a series of hike and bike trails to connect the river with major municipal parks Grant Amount \$ 180,000

**City of Meadowlakes**

Secured grant funding and administering 2021 SLFRF ARPA grant: Construct improvements to the municipal wastewater plant (Grant No. 573-TX4240) Grant Amount \$ 422,396

**City of Nevada**

Secured grant funding for Firefighting equipment and Bunker Suits Grant Amount: \$ 18,500

Secured grant funding: Purchase of additional Firefighting equipment: Air Packs Grant Amount: \$ 13,200

**City of Nolanville**

Secured grant funding and administered CDBG Community Enhancement Program grant to construct a new Community Center (2016 Grant No. One 7215048) Grant Amount: \$350,000

Secured grant funding and administered TxDOT TAP/ SRTS pedestrian safety improvements including new sidewalks, traffic calming and bus stop at elementary school (2016 Grant No. Two 0909-36-159) Grant Amount: \$ 481,270

Secured grant funding and administered KTMPO / TxDOT Category 7 grant to construct a traffic safety improvement including sidewalks, bus stops, park and ride lot in downtown Nolanville (2016 Grant No. Three 2057-01-009) Grant Amount: \$ 450,309

**City of Nolanville (continued)**

Secured grant funding and administered TPWD Small Communities grant to construct improvements at City Park including pavilion, rainwater retention, playground splashpad, sunshade, and trails.

(2016 Grant No. Four 54-000155) Grant Amount: \$ 75,000

Secured grant funding and administered TPWD Non-Urban Outdoor Recreation grant to construct improvements at City Park including football field. Basketball/volleyball court, skatepark and trails.

(2017 Grant No. Five 50-00499) Grant Amount: \$ 321,060

Providing grant administration services for a KTMPO/TXDOT sidewalk and bicycle pathways for Avenue H (Grant No Six)

Grant Amount: \$ 1,558,802

Secured grant funding and administering TPWD Recreation grant to construct improvements at Monarch Park including restroom, playscape, pavilion and gaga ball court.

(Grant No. Seven LP-2020-00069) Grant Amount: \$ 150,000

Secured grant funding and administering CDBG grant: Construct improvements to wastewater collection system in targeted area in partnership with local WSC

(Grant No Eight CDV21-0102) Grant Amount: \$ 350,000

Secured grant funding and administering KTMPO / TxDOT TASA grant to construct traffic safety improvements including pedestrian bridges, biking/walking paths to connect north and south sides of Nolanville

(Grant No. Nine 0909-36-184) Grant Amount: \$1,539,873

Secured grant funding and administered KTMPO / TxDOT TASA grant to construct a traffic safety improvements including biking/walking paths, pedestrian island, ADA ramps with crosswalks to connect City Hall and police department to downtown commercial Main Street District and bus stops.

(Grant No. Ten 2057-01-012) Grant Amount: \$ 564,270

**Community of Northridge Acres Water Supply Corporation** (location: Travis & Williamson Counties)

Participated in 6 party agreement to fund construction of new water system.

Funding provided by 5 funds.

Texas Water Development Board loan

Texas Water Development Board Grant,

Williamson county CDBG entitlement Program

Travis County CDBG Program

Office of Rural Community Activities (2005 CDBG Grant)

TOTAL PROJECT \$2,083,333.00

The following CDBG Projects were completed utilizing these Funds

Secured grant funding and administered Non-Border Colonia grant: Provide emergency construction improvements to low income residents of Northridge Acres dependent upon a failed water system

(Grant 725085) Grant Amount \$ 250,000

Secured grant funding and administered Williamson County CDBG Grant: Construct water improvements to low income residents of Northridge Acres dependent upon a failed water system

(2005 Wilco CDBG Grant) Grant Amount \$ 150,000

**City of Palacios**

Secured grant funding and administered CDBG Urgent Need Grant: Construct/ replace failed sewage Lift Station Grant Amount \$ 350,000

Secured TxDOT Oil Overcharge Program grant funding: Construction of Park and Ride Facility Grant Amount \$ 190,000

Secured grant funding: Purchase of Firefighting equipment, SCBA's and cascade air filling system. Grant Amount: \$ 23,190

**City of Patton Village**

Secured grant funding and administering CDBG grant: Construct improvements to existing water purchase in partnership with USDA (7215369) Total Project Amount: \$ 420,000

**City of Rockdale**

Secured grant funding: Purchase of a new Rescue Vehicle Grant Amount: \$ 46,700

**City of Rogers**

Secured grant funding and administered CDBG grant: Construct wastewater treatment facility improvements and collection system (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct expansion of the wastewater collection system with new 15" mains and lift stations (Grant No. Two) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a new elevated water storage facility (Grant No. Three) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution line system improvements along Market and Alvin Ailey Streets (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution line system improvements along Prairie Street (Grant No. Five) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution line system improvements along Rogers Cemetery Road Grant No. Six) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services along FM2184 (Grant No. Seven 726549) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services along West Mesquite Avenue (Grant No. Eight 728359) Grant Amount: \$ 250,000

Secured grant funding and administered Recreation grant: Construct recreation facilities utilizing a combination of contract and volunteer labor (Grant No. Nine) Grant Amount \$ 500,000

Secured grant funding and administered CDBG grant: Construct sewer collection lines and upgrade Wastewater Treatment Plant Facilities (Grant No. 10 729701) Grant Amount: \$ 250,000

**City of Temple**

Secured grant funding and administered ISTEA grant: Restoration of the Santa Fe Railroad Depot  
(A nationally registered historic site) Grant Amount \$2,600,000

Secured grant funding and administered TEA-21 grant: Construct hiking trails and Welcome Center  
and restrooms Grant Amount \$1,520,000

Secured grant funding and administered TEA-21 grant: Restoration of historic gardens surrounding  
the historic Santa Fe Depot Grant Amount: \$ 974,000

**City of Tolar**

Secured grant funding and administered CDBG grant: Construct a new municipal water well and  
distribution facilities. (1996 Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a new elevated water storage facility  
(1999 Grant No. Two) Grant Amount: \$ 250,000

Secured grant funding and administered HIF grant: Construct water, sewer, streets systems of a new  
affordable housing subdivision of 24 single family residences (1999 Grant No. Three)  
Grant Amount \$ 400,000

Secured grant funding and administered CDBG grant: Construct sewer system improvements  
(Grant No. Four 723811) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct/ drill a new municipal water well and  
water system improvements (Grant No. Five 726649) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater Treatment Plant and  
sewer collection system improvements (Grant No. Six 727470) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct new municipal water well and  
connection to municipal water system (Grant No. Seven 713461) Grant Amount: \$ 275,000

**Travis County**

Administered FEMA grant to buy and demolish 26 residences in the Onion Creek Flood plain  
Grant Amount \$ 92,975

**City of Troy**

Secured grant funding and administered CDBG Grant: Construct/ Replace main sewer collection line  
(728431) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Construct/ Replace main sewer collection line  
and replace leaking sewer yard lines (712370) Grant Amount \$ 275,000

**City of Valley Mills**

Secured grant funding and administered CDBG Grant: Construct a main water distribution line along  
State Hwy 6 (Grant No. One 726671) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Construct / replace sewer collection lines and a  
lift station in the Live Oak neighborhood (Grant No. Two 727490) Grant Amount \$ 250,000

**City of Valley Mills (continued)**

Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project

Secured grant funding and administered TxDOT SRTS Grant: To construct sidewalk and pedestrian facilities to serve area school children (Grant No. Three) Grant Amount: \$ 597,443

Secured grant funding and administered CDBG Grant: Construct a new water storage facility (Grant No. Four 713481) Grant Amount \$ 275,000

Secured grant funding and administered TPWD Small Communities Park grant: Construction of recreation facilities including trail, RV pads, pavilion, rainwater collection and gardens (2016 Grant No. Five 50-000155) Grant Amount: \$ 75,000

**City of Walnut Springs**

Secured grant funding and administered CDBG Grant: Constructed water system improvements and new residential connections. (Grant No. One) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed a new municipal water well and residential connections. (Grant No. Two) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Construct a new ground storage water facility. (Grant No. Three) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed a new standpipe. (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed a main water distribution line (Grant No. Five 727499) Grant Amount \$ 250,000

Secured grant funding and administered 2017 CDBG Grant: Constructed a main water distribution line (Grant No. Six 7217490) Grant Amount \$ 250,000

Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project

Secured grant funding and administered SRTS Grant: Constructed sidewalk and pedestrian facilities to serve area school children (Grant No. Seven) Grant Amount \$ 579,000

Secured grant funding and administered CDBG Grant: Constructed water distribution line improvements (Grant No. Eight 729949GR) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed improvements to the city Wastewater Treatment System (Grant No. Nine 713501) Grant Amount \$ 275,000

Secured grant funding and administered CDBG grant funding to replace defective water distribution lines and add SCADA to the water system (Grant No.10 7217490) Grant Amount \$ 300,000

**City of Walnut Springs (continued)**

Secured grant funding and administering CDBG grant funding to replace defective water meters and water distribution pipeline (Grant No.11 CDV21-0121) Grant Amount \$ 350,000

Secured grant funding and administering 2021 SLFRF ARPA grant: Construct improvements to the municipal water system (Grant No. 612-TX1626) Grant Amount \$ 215,291

**Community of Westphalia**

Secured financial support from the Ford Foundation / Community Resource Group to construct a 0.02 MGD wastewater treatment facility.

**Special Projects:**

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**City of Austin**

Secured grant funding and administered City-wide study: System for the treatment and delivery of "greywater" for industrial and agricultural uses. Completed ten-year Master Plan (with the Engineering Firms of CH2M Hill and Jones & Neuse)

**City of Giddings:**

Secured Conversion/Substitution Certification through the Texas Parks & Wildlife Department to drill a new primary water well within the permanently dedicated parklands boundaries of the City Park

**City of Marble Falls:**

Secured Conversion/Substitution Certification through Texas Parks and Wildlife Department to allow the construction of a parking, restaurant and concession area within the permanently dedicated parklands boundaries of the City's Riverfront Park. Constructed new boat launching ramps and expanded City Park

**City of Palacios:**

Secured Conversion/Substitution Certification through Texas Parks and Wildlife Department to allow construction of a new parking facility within the permanently dedicated parklands boundaries of the City's Railroad Park.





# RESUMES

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GRANT DEVELOPMENT SERVICES

J Gandolf Burrus  
Katerina R Dittemore  
Latrice Hertzler



## FIELDS OF SPECIALIZATION:

Gandolf Burrus is a professional manager of Federal and State funded grant construction projects with over 38 years successful experience. He has administered over 250 construction projects for a wide variety of Agencies including:

- Texas Department of Transportation
- Texas Water Development Board
- Office of Rural Affairs
- US Economic Development Administration
- Texas Department of Agriculture
- Texas Department of Housing and Community Affairs
- Travis County Grant Program
- Williamson County Grants Program
- Lower Colorado River Authority
- Texas Parks and Wildlife Department

Gandolf Burrus key strength is the ability to provide grant and construction administration that fully meets the particular requirements of each different funding agency.

## PROFESSIONAL EXPERIENCE:

### CONSULTANT

### **GRANT DEVELOPMENT SERVICES** (founded in 1996)

1994- Present          President

As president, Gandolf Burrus has supervised the administration and construction of over 175 Federally Funded construction projects

In addition to providing general administrative control of projects, Gandolf Burrus has served as Labor Standards Officer, Section 504 Officer, and Disadvantaged Business Compliance Officer for:

- |                     |                  |                     |
|---------------------|------------------|---------------------|
| • Blanco County     | • Granite Shoals | • Rogers            |
| • Cameron           | • Gustine        | • Tolar             |
| • Carmine           | • Itasca         | • Travis County     |
| • Covington         | • Johnson City   | • Valley Mills      |
| • Cottonwood Shores | • Malone         | • Walnut Springs    |
| • Cresson           | • Marble Falls   | • Williamson County |
| • Dripping Springs  | • Llano          |                     |
| • Evant             | • Llano County   |                     |

## **TxDOT Experience**

Gandolf Burrus also has significant experience in administering grants and construction for the Texas Department of Transportation Grant Programs including:

- TxDOT Oil Overcharge Program
- City of Cleburne \$800,000 to restore a historic post office for use as City Hall
- TxDOT Park and Ride
- City of Palacios \$420,000 for a Park and Ride facility
- TxDOT ISTEPA Program

- Blanco County \$120,000 to replace the roof on the historic courthouse
- City of Marble Falls \$200,000 for Hike and Bike Trails
- City of Temple \$2,100,000 to restore the Santa Fe Depot
- TxDOT TEA
- City of Temple \$3,200,000 downtown landscaping and historic street
- City of Temple \$975,000 to landscape the Santa Fe Depot
- TxDOT TEA-21
- City of Cameron \$1,062,522 for lighted hiking trails, sidewalks and restrooms
- City of Johnson City \$545,000 for Pedestrian crosswalks, lighted hiking trails, bridge construction and expansion of restrooms
- TxDOT Safe Routes to Schools (SRTS)
- City of Walnut Springs \$498,000 for sidewalks , crosswalks, and a pedestrian bridge over Steele Creek

CONSULTANT

**R.G.S. ASSOCIATES, MUNICIPAL SPECIALIST** (founded in 1983)

1983 - 1994 President

- Co-founder of consulting firm
- Manager of Commercial Development and Construction activities
- Supervised the funding and management of federal and state construction projects
- Coordinated with TxDOT, TDHCA, ORCA, EDA, TDA, TPWD

PROGRAM DIRECTOR

**DIVISION OF MANAGEMENT TRAINING**

**UNIVERSITY OF TEXAS AT AUSTIN**

1980- 1983

- Director, Office of Personnel Services and Employee Relations

**EDUCATION**

Bachelor of Science with High Honors, University of Texas at Austin	1969
Master of Arts, University of Texas at Austin	1976

Certifications:

- Office of Rural Community Affairs CDBG Administrator Annual Certification
- TxDOT Local Government Project Procedures Qualification
- TxDOT Federal Disadvantaged Business Enterprise Program
- Tx Dept Agriculture Office of Rural Affairs CDBG Administrator Annual Certification
- TxDOT Design for Pedestrian Access Certification

**MILITARY SERVICE**

Honorable Discharge, United States Navy Reserve	1964
-------------------------------------------------	------

## PROFESSIONAL RESUME OF KATERINA RICE DITTEMORE

### FIELDS OF SPECIALIZATION:

- Organizational leadership in the private, public and not for profit sectors
- Knowledge of computer applications: accounting & database management
- Ability to effectively present and express written information
- Knowledge of financial management and administration
- 16 years grant project management
- 9 years Real Estate Lending and Management
- 4 1/2 years Not for Profit Management
- Capacity to operate autonomously; to delegate authority
- Change Agent, Negotiator, & Team Builder

### PROFESSIONAL EXPERIENCE:

#### CONSULTANT

#### **Grant Development Services, Inc**

1995-current 20 years

Rural Community Development Consultant

Senior Partner: Chief Financial Officer

- Responsible for project management for federally funded construction grants
- Design and Project Application funding for local municipal infrastructure projects
- Portfolio includes water, wastewater, sidewalks, housing, historic preservation, parks
- Design Federal Enterprise Zones, Reinvestment Zones
- Negotiation of public/private partnerships, municipal tax abatements
- Current portfolio of \$5 Million in 17 federally funded projects
- Diverse funding sources including TDRA, TPWD, TxDOT, TDOC, private foundations

#### EXECUTIVE DIRECTOR/CHIEF FINANCIAL OFFICER

#### **Habitat for Humanity of San Antonio, Inc.**

#### **Austin Habitat for Humanity, Inc.**

1990-1995 4 1/2 years

- Transformed organization from a negative cash flow to positive cash flow position
- Responsible for bringing in new partners and funding sources
- Designed & implemented house sponsorship program as engine for growth
- Redesigned operations from isolationism to openness to community partnerships
  
- 2 1/2 years Tax Exempt Housing Finance
- Senior Management: Single Family Program Manager
- Management of low interest mortgage loan and tax credit program: \$400 Million
- Design and execution of bond program development: bonds, lender agreements
- Development of training materials; training of agency staff & lenders statewide
- Also served in the capacity of Planning & Development Officer; Executive Assistant

PROGRAM MANAGER**TEXAS HOUSING AGENCY***CURRENTLY Texas Department of Housing and Community Affairs*

1985-1990 5 years

- Management & disbursement of Federal Funds: \$4 Million
- Development and implementation of Small Properties Improvement Program
- Restructuring of the Housing Apartment Improvement Program
- Additional responsibilities: Community liaison, underwriting, close out & layout

**CITY OF HOUSTON***Department of Planning and Development*

1984

- 9 months HUD Rental Rehabilitation Program: Program Coordinator
- Negotiation of public/private partnership: \$ 2.8 Million private fund reinvestment

MORTGAGE BANKER**COMMONWEALTH MORTGAGE CORP- Houston****LUMBERMENS INVESTMENT CORP- Austin**

1981 - 1984 - 3 1/2 years

- Secondary Market Manager
- Management of tax-exempt housing bond issue allocations in 12 states
- Management of national secondary market agreements
- Conference coordinator/ liaison
- Development of training materials; training of corporate staff
- Knowledge: loan underwriting, loan production, and secondary marketing

**EDUCATION:****University of Texas at Austin**

Bachelor Degree: Marketing/ International Business- December 1983  
Upper Division GPA: 3.45

## Certifications:

- Office of Rural Community Affairs CDBG Administrator Annual Certification
- TxDOT Local Government Project Procedures Qualification
- TxDOT Federal Disadvantaged Business Enterprise Program
- Tx Dept Agriculture Office of Rural Affairs CDBG Administrator Annual Certification
- TxDOT Design for Pedestrian Access Certification

## PROFESSIONAL RESUME OF LATRICE HERTZLER

### FIELDS OF SPECIALIZATION:

- Environmental consultant and experience with and knowledge of state and local requirements regarding environmental (waste water and air programs) permitting requirements and regulations.
- Legislative and environmental regulatory process experience. Work with public interest groups and environmental councils to facilitate negotiation and development of state laws and regulations. Act as liaison between client and regulatory agent to address, capture and support environmental regulatory requirements.
- Successful delivery of environmental process review and integration. Director level management of professional and technical personnel.

### PROFESSIONAL EXPERIENCE:

#### CONSULTANT

#### ***FUTURE LINK TECHNOLOGIES, INC. (founded in 2002)***

- Provide environmental consulting and assistance for waste, water, and air regulatory authorizations (state and federal permitting), enforcement matters, planning and advocacy. Familiar with applicable Federal and State regulations and requirements. Stay abreast of latest regulatory and statutory proposals and changes. Provide broad range of consulting and business development services for environmental companies and technology companies.
- Work with client to effectively manage new and/or renewal of environmental permit/registrations, including steps to address compliance history, public notice and input, administrative and technical reviews. Perform phase 1 and 2 environmental assessments.
- Provide assistance with strategic planning and grant proposal development for environmental and other public affairs issues - includes site assessments, impact statements, market assessments, public hearings, input and comment, and annual reporting.
- Perform rule and legislative analysis and interpretation for clients regarding environmental policy or regulatory matters. Attend, document and regularly report to clients regarding stakeholder and public meetings, applicable bills and attend legislative hearings. Some recent regulatory examples include: State Implementation Plan (SIP) HRVOC, MACT standards, air standard permits and permits by rule, compliance history, MACT Standards, Air emissions regulations, Cattle and Animal Feeding Operations (CAFO), Wastewater treatment (TPDES & NPDES), MSW rules and regulations, Site Operating Plans, Recycling, and CINWL regulations.
- Develop and implement marketing strategy for small businesses. Develop and recommend solutions for technology challenges to best meet business (environmental) requirements. Provide training and technical assistance.
- Use project management and resource balancing for accurate tracking and billing. See Projects.

#### DIRECTOR/MANAGER (Executive Assistant)

#### ***OFFICE OF PERMITTING, REMEDIATION & REGISTRATION (OPRR) TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), Austin***

01/97-01/99 –Office of Waste

01/99 – 03/02 – Office of Permitting

- Working for Deputy Director at executive level, actively assisted in the overall management of waste, water, wastewater, air and remediation authorizations (and related programs) including overlapping enforcement and planning matters.
- Worked closely with program staff and management to gather and monitor evolving business requirements for Agency permitting/registration programs facilitating process changes where necessary. Worked on special projects regarding improvement of permit timeframes, data management, compliance history, annual reporting, fee collection, financial assurance, auditing, and other policy or regulatory driven matters. Agency committee and workgroup representative for a variety of special legislative and policy efforts.

- Performed Agency strategic planning activities to develop, integrate and maintain standardization of environmental programs and applicable technologies. Developed, negotiated and maintained a well-rounded strategic approach toward environmental permitting across media.
- Worked closely with and reported to legislative budget board and other oversight authorities to assure adherence to legislative mandates and law for air, water and waste matters. Met and presented regularly to executive level management. Participated in rule development, notice, review and implementation.

#### MANAGER

### ***MUNICIPAL SOLID WASTE DIVISION (MSW)***

#### ***Texas Natural Resource Conservation Commission (TNRCC), Austin***

12/95 - 01/99

12/95 – 03/98 – MSW Program Manager

03/98-01/99 – Acting Director for MSW

- Program Manager and Acting Director for Texas MSW permitting (and registrations) and recycling programs. Management and hands-on experience with MSW permitting (major and minor amendments), closed landfill inventory, used oil/filter registrations, batteries, tire generators/transporters, landfill reclamation, medical waste, sludge transporters and generators, and other MSW authorizations.
- Worked with legislature and various public interest groups to promote agency goals of preserving human health and the environment. Presented to the commission and executive management regarding various MSW issues. Attended hearings and provided support for testifying on Agency behalf. Worked on extensive special assignments to address bifurcated permitting, HB 801 (contested case hearing), land use, landfill buffer requirements, fees, and planning.
- Managed \$24 million dollar program budget (fee collections and expenditures). Administered \$5 Million Grant Program for MSW and recycling, Tires and Used Oil/Filter grants. Successfully managed million-dollar contracts and associated budgets.
- Participated in and managed Agency processes for MSW rule development, outreach, and media campaigns. Worked with various interested parties to deliver a comprehensive package for Commission Agendas.

#### TEAM LEADER/STAFF

### ***MUNICIPAL SOLID WASTE DIVISION (MSW)***

#### ***TNRCC/Texas Health Department, Austin, TX***

01/91 - 01/95

- 03/93-10/95 - Team Leader for Logistical Support, Administration and Permitting. Provided technical assistance and support to staff regarding various technology solutions for the management of MSW permits and registrations. Managed \$2 million program budget.
- Participated in Agency wide strategic planning initiatives. Served on agency committees and workgroups to develop requirements regarding MSW process and policy matters.
- 01/91-03/93 – Technical Support – Participated in the development of processes for managing MSW authorizations including tracking authorizations, fee collection program, rule development and reporting. Worked with permits and registration staff to appropriately track and manage MSW databases. Interfaced regularly with Agency technology department.

#### **EDUCATION:**

**TEXAS STATE UNIVERSITY:** San Marcos, TX

Master of Public Administration - December 1990

Bachelor Degree – July 1986



## PROJECTS:

### **Municipal Solid Waste other Waste Projects**

- Austin Independent School District & City of Austin, Texas – Closed and abandoned landfill Subchapter T permit.
- TCEQ – Consultant/project liaison to facilitate the development and implementation of
- City of Bartlett, Texas – Consulting for closed landfill groundwater contamination enforcement matter.
- City of Holland, Texas – Wastewater treatment plant permit renewal.
- Compliance History – Assessment of impact of new rules for four large corporations and associations.
- Waste Management, Inc. - Environmental regulatory assistance. Legislative coordinator.
- John Hall Public Affairs - Environmental regulatory assistance. Legislative liaison.
- Edwards Aquifer Authority – In-depth investigation and review of potential contributing sources of contamination within the contributing zone. Review for potential sites impacted by regulatory changes and proposals to facilitate effective outreach.
- City of Burnet, Texas –
  - Site assessment and project management. Developed and presented strategic plan to State and Federal Agencies for City to receive funding for community Veterans Home.
  - Waste transfer station permit renewal
  - Wastewater Treatment Plant Permit renewal
- Municipal Solid Waste – Site Operating Plans, 30 TAC 330 rule rewrite, recycling, pollution prevention, EMS, standard air permit.
- SIP- State Implementation Plan - assessment and impact of rule changes to air requirements for landfills.

### **Environmental assessment and review for cities and review of proposed environmental upgrades for city public utilities**

- City of Valley Mills
- City of Walnut Springs
- City of Gustine
- City of Evant
- City of Copperas cove
- City of Tolar
- City of Johnson City
- City of Dripping Springs - Environmental Assessment and environmental review for public parks project.
- City of Cameron – Grant Application for Flood Protection Planning Study Grant.
- City of Jarrell, Texas – Domestic Wastewater Treatment Plant Environmental Assessment – Phase I & II



# GDS TRAINING CERTIFICATES

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GRANT DEVELOPMENT SERVICES

J Gandolf Burrus  
Katerina R Dittimore



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

# Gandolf Burrus

This is to certify that the above named individual has completed the

**Texas Department of Agriculture's**

Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts **for 2021**.

Awarded on **February 3, 2021**

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

# Katerina Dittimore

This is to certify that the above named individual has completed the

**Texas Department of Agriculture's**

Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts **for 2021**.

Awarded on **January 14, 2021**

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

# Gandolf Burrus

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation September 2019 Webinar

And is certified to Administer TxCDBG contracts.

**Awarded on September 23, 2019**

**Suzanne Barnard, Director for Community Development Block Grant Program**

Expires October 2020



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

# Katerina Dittmore

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation September 2019 Webinar

And is certified to Administer TxCDBG contracts.

**Awarded on September 23, 2019**

**Suzanne Barnard, Director for Community Development Block Grant Program**

Expires October 2020

Division for Enterprise Development

# Public Works Institute

certifies that

## Gandolf Burrus

has successfully completed


# Local Government Project Procedures Qualification

## #74445

Austin, TX  
January 7-8, 2020  
Training Hours: 12.00  
CEUs: 1.200

Certificate expires 3 years after  
the completion of the class.



  
David Hearnberger -Instructor

  
Bryan Sims, Executive Director



# TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System



Item 24.

*Jere G. Burrus*

has successfully completed

## Local Government Project Procedures Qualification for the Texas Department of Transportation

12 Hours

January 16 - 17, 2013

Continuing Education Units Earned 1.20

A handwritten signature in black ink, appearing to read "G. Sera", is positioned above a horizontal line.

Gary F. Sera, Director  
Texas Engineering Extension Service

A handwritten signature in black ink, appearing to read "Ron Peddy", is positioned above a horizontal line.

Ron Peddy, Division Director  
Infrastructure Training and Safety Ins

417

# University of Texas at Arlington

Public Works Institute certifies that

**Gandolf L. Burrus**

has successfully completed

## **Local Government Project Procedures Qualification #51627**

San Antonio, TX  
August 3-4, 2016  
Training Hours: 12.00  
CEUs: 1.200

Certificate expires 3 years after  
the completion of the class.



  
Kenneth Seiler -Instructor

  
Bryan Sims, Executive Director



# CERTIFICATE OF TRAINING

*Awarded to*

***Gandolf Burrus***

*in recognition of participation in*

***Local Govrnmt Proj Procedures***

*Presented By*

**TEEX - ITSI**

*On*

*January 17, 2013*

  
Executive Director

Contact Hours: 12.00  
Continuing Education Units 0.00



Division for Enterprise Development

# Public Works Institute

certifies that

## Katerina R. Dittimore

has successfully completed

# Local Government Project Procedures Qualification

## #74445

Austin, TX  
January 7-8, 2020  
Training Hours: 12.00  
CEUs: 1.200

Certificate expires 3 years after  
the completion of the class.



*David W. Hearnberger*  
David Hearnberger - Instructor

*Bryan Sims*  
Bryan Sims, Executive Director



# University of Texas at Arlington

Public Works Institute certifies that

**Katerina R. Dittimore**

has successfully completed

## **Local Government Project Procedures Qualification #51623**

Austin, TX  
July 12-13, 2016  
Training Hours: 12.00  
CEUs: 1.200

Certificate expires 3 years after  
the completion of the class.



  
Kenneth Seiler - Instructor

  
Bryan Sims, Executive Director

# Certificate of Completion

Presented to:

Katerina Dittmore

*Design & Construction for Pedestrian Access (DES 122)*

Course CEU: 0.4

January 29, 2013

Waco, Texas



P.B. Krause

Peter B. Krause, R.L.A.  
Instructor

29 Jan 2013

Date



# SAM/ EPLS CLEARANCE CERTIFICATE

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GRANT DEVELOPMENT SERVICES

Grant Development Services is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM)







Item 24.

# GRANT DEVELOPMENT SERVICES INC

DUNS Unique Entity ID <b>016856446</b>	SAM Unique Entity ID <b>KML2PLRSMAE1</b>	CAGE / NCAGE <b>859N2</b>
Purpose of Registration <b>Federal Assistance Awards Only</b>	Registration Status <b>Active</b>	Expiration Date <b>Nov 2, 2022</b>
Physical Address <b>14511 Echo Blf Austin, Texas 78737-9107 United States</b>	Mailing Address <b>PO Box 33043 Austin, Texas 78764 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Grant Development Services Inc</b>	Division Number <b>Grant Deve</b>
Congressional District <b>Texas 25</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Nov 4, 2021</b>	Submission Date <b>Nov 2, 2021</b>	Initial Registration Date <b>Jul 30, 2018</b>
---------------------------------------	---------------------------------------	--------------------------------------------------

## Entity Dates

Entity Start Date <b>Sep 16, 1996</b>	Fiscal Year End Close Date <b>Dec 31</b>
------------------------------------------	---------------------------------------------

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

426

**Socio-Economic Types****Veteran Owned Business**

Item 24.

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
-------------------------------------------	-------------------------------------

EFT Indicator <b>0000</b>	CAGE Code <b>859N2</b>
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**Points of Contact****Electronic Business**

 Katerina R Dittmore, CFO	PO Box 33043 Austin, Texas 78764 United States
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**Government Business**

 Katerina R Dittmore, CFO	PO Box 33043 Austin, Texas 78764 United States
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**Past Performance**

 Katerina R Dittmore, CFO	PO Box 33043 Austin, Texas 78764 United States
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**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
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**Disaster Response**

This entity does not appear in the disaster response registry.



Update: Planned Maintenance Schedule [Show Details](#)

Jul 29, 2021

Recognize and Avoid Phishing Emails [Show Details](#)

Aug 25, 2020



See All Alerts

Item 24.



[Requests](#) [Notifications](#) [Workspaces](#) [Sign Out](#)

Home Search Data Bank Data Services Help

Download [Unfollow](#)

Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs
Exclusions
Responsibility / Qualification

## FUTURE LINK TECHNOLOGIES INC

**DUNS** Unique Entity ID  
127941883

**SAM** Unique Entity ID  
C9T1C4FET5J9

CAGE/NCAGE  
41JH3

Physical Address  
401 Cole ST  
Austin, Texas  
78737-9549, United States

Registration Status Expiration Date

Active

Oct 7, 2022

Purpose of Registration  
All Awards

Mailing Address  
P.O. Box 90696  
Austin, Texas  
78709-0696, United States

\*The DUNS number is currently the official Unique Entity ID

Version Current Record

### BUSINESS INFORMATION

Doing Business As  
(blank)

URL  
<http://www.future-link.biz>

State / Country of Incorporation  
Texas, United States

Division Name  
Future Link Technologies, Inc.

Division Number  
(blank)

Congressional District  
Texas 25

### Registration Dates

Activation Date  
Oct 8, 2021

Initial Registration Date  
Jun 28, 2005

Submission Date  
Oct 7, 2021

### Entity Dates

Entity Start Date

Fiscal Year End Close Date



# AFFIRMATIVE ACTION CERTIFICATES

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GRANT DEVELOPMENT SERVICES

DBE Disadvantaged Business Enterprise  
WBE Women Owned Business Enterprise  
HUB Historically Underutilized Business



## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1753173070700  
File/Vendor Number: 017219  
Approval Date: 14-MAR-2014  
Scheduled Expiration Date: 14-MAR-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that  
**FUTURE LINK TECHNOLOGIES, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-MAR-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12





*City of Austin*

*Small and Minority Business Resources Department certifies that*

## **Future Link Technologies, Inc.**

is certified as a

### **Disadvantaged Business Enterprise**

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE Standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE Program.

A handwritten signature in blue ink, appearing to read "Veronica Briseño Lara".

Veronica Briseño Lara, Director  
Small and Minority Business Resources Department

**EXPIRATION DATE:**  
**03/13/2015**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.  
Verification of certification status can be obtained by calling 512.974.7645.

**CITY'S VENDOR CODE: FUT8315966**

*City of Austin  
Small and Minority Business Resources Department  
certifies that*

**Future Link Technologies, Inc.**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

**Women-Owned Business Enterprise**

with the City of Austin.



Veronica Briseño Lara, Director  
Small and Minority Business Resources Department

**EXPIRATION DATE:  
03/13/2015**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.  
**Verification of certification status can be obtained by calling 512.974.7645.**

CITY'S VENDOR CODE: **FUT8315966**



# PROPOSED SCOPE OF SERVICES

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GRANT DEVELOPMENT SERVICES

This section contains **a SAMPLE**  
Letter of Agreement:



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF MANOR, TEXAS AND  
GRANT DEVELOPMENT SERVICES, INC.  
PROFESSIONAL APPLICATION SERVICES**

STATE OF TEXAS           §  
                                          §  
                                          §  
COUNTY OF TRAVIS      §

**PART I**

This professional services agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Manor, Texas, (hereinafter referred to as the “City”) acting by and through its duly authorized official, Dr Christopher Harvey, Mayor, and Grant Development Services Inc., (hereinafter referred to as “GDS”), acting by and through its duly authorized official J. Gandolf Burrus, President. The City and GDS are collectively referred to herein as the “Parties”.

**Recitals:**

**Whereas**, the City desires to seek funding from the CDBG program to fund improvements to its municipal wastewater infrastructure systems

**Whereas**, the proposed CDBG grant application will be for improvements to the City’s wastewater infrastructure systems which will benefit the residents of the City, and

**Whereas** the City desires to engage GDS to render professional services to prepare and submit a CDBG application, requesting federal financial assistance to the Texas Funding Agency of Agriculture/ Office of Rural Affairs (hereinafter called the “Funding Agency” or “TDA”) for municipal wastewater infrastructure system improvements.

**Whereas** GDS desires to render such professional services in the development and submittal of a CDBG application

**Whereas**, if the above referenced TDA CDBG Grant Application receives a funding approval, the City shall to engage GDS to render professional services to **administer the TDA CDBG grant project.**

**Now, Therefore**, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Incorporation of Recitals.**

The above recitals, having been found to be true and correct, are incorporated herein by reference.

**2. Time of Performance.**

GDS shall commence services upon the execution of this Agreement. All services required for the development and submission of a CDBG grant application for wastewater system improvements shall be completed prior to the application due date as provided by the TDA CDBG program.

**3. Scope of Services.**

Upon receipt of a notice to proceed by the City, GDS shall satisfactorily complete the work as follows:

A. **CDBG Grant Application:** GDS shall provide the following professional services in connection with the collection and preparation of the documentation to apply for a CDBG grant improvements to the wastewater system.

1. The assembly of available and necessary documents to design, prepare and submit a Community Development application to the Funding Agency prior to the submittal deadline;
2. Take site photographs to document the severity of the problem;
3. Secure information on the severity of the problem including engineering reports, violation notices or self reports submitted to controlling agencies;
4. Secure utility rates and history of rate increases;
5. Secure information on local municipal debt;
6. Confer with City engineer to secure cost estimates and project maps;
7. Provide briefings to Council on progress of application development;
8. Submittal of the application and supporting documents to the Funding Agency and the Regional Review Committee prior to the established deadline;
9. Preparation and submittal of any and all additional information requested by either the Funding Agency or the Unified Review Committee.
10. Provide a copy of the completed application, including all attachments upon submission.

B. **Grant Administration:** GDS shall provide grant administration services contained in the Scope of Services appended hereto as Part II at such time as the TDA CDBG grant has been scored/awarded as discussed in Section 5 below.

**4. City's Responsibilities.**

To facilitate the commitments made by GDS, the City agrees to perform the following:

- A. the City designates, Mayor Christopher Harvey, as the City's coordinator with responsibility for all communication with TDA, GDS, the City and the project engineer;
- B. The City shall agree to supply GDS with copies of all communication or correspondence received regarding its Community Development application;
- C. The City shall provide GDS with a letter authorizing GDS as its representative, to interact with TDA on behalf of the City.
- D. The City will obtain from a registered engineer and/ or City staff required application documents including the required cost estimates, infrastructure system data, illustrations and project maps to be included in the grant application
- E. The City will publish public notices as required by TDA.

**5. Compensation.**

GDS shall be compensated by the City for professional services rendered under this Agreement per the following schedule:

A. **Compensation for General Review/ Evaluation Services:** GDS shall provide initial assessment services to include evaluation of the program requirements, the scope of proposed construction, location and property ownership, determination of environmental clearance needs, land acquisition, income surveying, and permits. This evaluation will include assessing items which could have a positive or negative impact the grant scoring.

This service shall be provided by GDS for a monthly fee of One Dollar (\$1.00). Hard costs for mileage will be billed in addition to the monthly fee. This fee shall be for a term of 24 months for a total of Twenty-Four Dollars (\$24.00).

This assessment will be provided through email / telephone exchanges or via an on site Team conference with the City staff, GDS staff and City assigned Engineer.

B. **Compensation for Grant application preparation services and grant administration services.** Each grant project shall be negotiated in accordance with the Part V Work Order Mechanism. Negotiation will take place prior to the City's Notice to Proceed. At the time of negotiation all fees will be determined for application and administration services.

C. **Invoices:** GDS shall periodically invoice the City for the fees due to GDS hereunder as described by this Section 5 and Part V. City shall pay to GDS all undisputed invoiced amounts within thirty (30) days of receipt of each invoice. City shall abide by the Texas Prompt Payment Act, ch. 2251 Tex. Government Code in connection with payment for the professional services rendered under this Agreement.

**6. Access to Information.**

It is agreed that all materials, data, reports and records, illustrations or maps in the possession of the City and City Engineer that are necessary for the carrying out of work outlined in Section 3, "Scope of Services," shall be readily facilitated and available at no cost to GDS.

**7. GDS Responsibilities:**

In addition to the obligations outlined in Sections 2, "Time of Performance" and Section 3, "Scope of Services," GDS agrees to comply with all requirements of any and all applicable laws, rules, and regulations, Federal, State, Local. GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement. GDS recognizes that the City is employing GDS for its expertise in writing grants, and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that represents itself as having professional grant writing and administration expertise.



**8. Termination of Agreement.**

- A. The City may terminate this Agreement if, through any cause, GDS shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate the City’s termination rights, City shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed below, such notice specifying the effective date thereof, at least fifteen days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the City’s notice letter. If the Agreement is terminated for cause by the City, no consideration is due GDS except reimbursement for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.
- B. In the event the agreement is terminated by the City for reasons other than good cause prior to the grant project’s completion, GDS shall be entitled to receive just and equitable compensation for any work completed hereunder. All completed work will be billed at an hourly rate of \$95.00 per hour with a direct reimbursement for overhead expenditures.
- C. Upon termination of this Agreement, GDS and the City shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of the parties, as well as all third-parties affected by this Agreement.

**9. Additional Terms And Conditions:**

The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as Part III and which are incorporated herein by reference.

**CITY OF MANOR, TEXAS**

**GRANT DEVELOPMENT SERVICES, INC.**

\_\_\_\_\_  
**Dr Christopher Harvey, Mayor**

\_\_\_\_\_  
**J Gandolf Burrus, President**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_

**CITY OF MANOR  
PART II  
PROFESSIONAL MANAGEMENT : SCOPE OF SERVICES**

**SCOPE OF SERVICES OPTIONS FOR ADMINISTRATION OF THE CDBG GRANT**

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system
2. Maintenance of filing system
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations
5. Furnish Locality with necessary forms and procedures required for implementation of project
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDA/ORA
7. Prepare and submit to Department documentation necessary for a budget modification of the TCDP contract
8. Conduct re-assessment of environmental clearance for any budget modifications
9. Prepare and submit quarterly reports (progress and minority hiring)
10. Prepare Recipient Disclosure Report form for Locality signature and submittal
11. Establish procedures to document expenditures associated with local administration of the project
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)
13. Maintain TCDP Property Management register for any property/equipment purchased
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDA/ORA or HUD

**B. Financial Management**

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
7. Assist the Locality in establishing procedures to handle the use of any TCDP program income.

**C. Environmental Review**

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.

**D. Acquisition**

1. Prepare required acquisition report(s).
2. Maintain a separate file for each parcel of real property acquired.
3. Determine necessary method(s) for acquiring real property.
4. Prepare correspondence with property owners

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist Locality in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.
  - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TCDP contract documents to engineer.
7. Advertise for bids.
8. Make Ten-Day call to Department.
9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Notice of Start of Construction to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit

to Department.

17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.

5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

I. Audit / Close -Out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TCDP audit guidelines.

**CITY OF MANOR  
PART III  
ADDITIONAL TERMS AND CONDITIONS**

- 1. Changes to Professional Services.** The City may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the City and GDS, shall be incorporated in written amendments to this Agreement.
- 2. Personnel.**

  - A. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
  - B. All the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
- 3. Assignability.** GDS shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by GDS from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to the City.
- 4. Reports and Information.** GDS, at such times and in such forms as the Funding Agency may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 5. Records and Audits.** GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow the City to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. GDS and the City shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information, to the extent applicable.
- 6. Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

7. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

8. **Compliance with Applicable Laws.** GDS shall comply with all applicable laws, ordinances and codes of the State and local governments, and GDS shall save and hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. **Equal Employment Opportunity.** During the performance of this Agreement, GDS agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**10. Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**11. Section 109 of the Housing and Community Development Act of 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**12. Section 504 Rehabilitation Act of 1973, as amended.** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

**13. Age Discrimination Act of 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**14. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**15. Address of Parties For Notices:**

**To City:**

Dr Christopher Harvey  
Mayor  
City of Manor  
PO Box 387  
105 E. Eggleston Street  
Manor, Texas 78653

**To GDS:**

J Gandolf Burrus  
President  
Grant Development Services.  
Post Office Box 33043  
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

**16. Jurisdiction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Travis County, Texas.

**17. Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**18. No Other Agreements.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

**19. Amendments To Agreement.** This Agreement, including the Parts II - V thereto constitutes a legally binding contract between the City and GDS This Agreement may be amended only in writing and shall require the mutual consent of both parties.

**20. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original for all purposes.

**21. Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

**CITY OF MANOR  
 PART IV  
 PAYMENT SCHEDULE  
 PROFESSIONAL MANAGEMENT SERVICES**

**This is a sample payment schedule with milestones:**

City shall reimburse Grant Development Services for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone</b>	<b>Percent of Contract Fee</b>
• Environmental review	20%
• Assistance in procurement process	5%
• Preparation and submittal of drawdown requests	15%
• Record keeping	15%
• Preparation and submittal of reports as required	10%
• Contract management	15%
• Preparation and submittal of close-out documents	5%
 Other Services (include only applicable services)	
• Housing activities	n/a
• OSSF activities	n/a
• Acquisition of real property services	0%
• Labor standards	15%

**CITY OF MANOR  
PART V  
WORK ORDER PROCEDURE**

The Work Order Procedure shall be negotiated between both parties and shall comply with the City's work order policies.

At the time the City and GDS agree to pursue a grant opportunity, fees for A. Grant Application Services and B. Grant Administration Services shall be determined. Below are examples of fee structures which are typically used in the grant industry.

**SAMPLE LANGUAGE/ FEES FOR APPLICATION AND ADMINISTRATION SERVICES**

- A. **Compensation for CDBG Grant application preparation services.** Services as described in Section 3 (A) 1 through 10 above shall be provided by GDS to the City for a lump sum fee of Two Thousand Dollars (\$ 2,400.00) for application preparation services.
- Nine Hundred dollars (\$ 900.00) shall be due upon execution of this Letter of Agreement
  - One Thousand dollars (\$ 1,000.00) shall be due upon completion of the initial public hearing and city acceptance of project map and budget
  - Five Hundred dollars (\$ 500.00) shall be due upon submission of proof that the complete CDBG application was delivered to the TDA prior to the submission deadline.

B. **Grant Application Commission For Grant Award And Grant Administration Services:**

1. **Lump Sum Commission:**

If City receives notification of the grant award for the TDA CDBG Application, GDS shall be paid a lump sum commission equal to **five percent (5%)** of the amount of funds awarded. This fee will be paid by local funds and shall be due upon announcement of grant scoring/ award by TDA CDBG.

*Administration at City's option,*

2. **Administration:**

GDS may be engaged to provide all administrative services required to implement the project. The fee for administrative services shall be **Six and One Half Per Cent (6.50%)** of the amount of TDA CDBG funds awarded. The scope of services for project administration is set forth in Part II which is incorporated herein by reference. This fee will be paid by local funds

C. **Hard Cost Recovery:**

The City will reimburse GDS for the hard costs including mileage and duplication incurred in connection with the conduct of the income documentation survey and the development and submission of the CDBG application. This fee will not exceed a total of Five Hundred Dollars (\$ 500.00) without the advance written approval of the City and will be billed throughout the project as such costs are incurred.



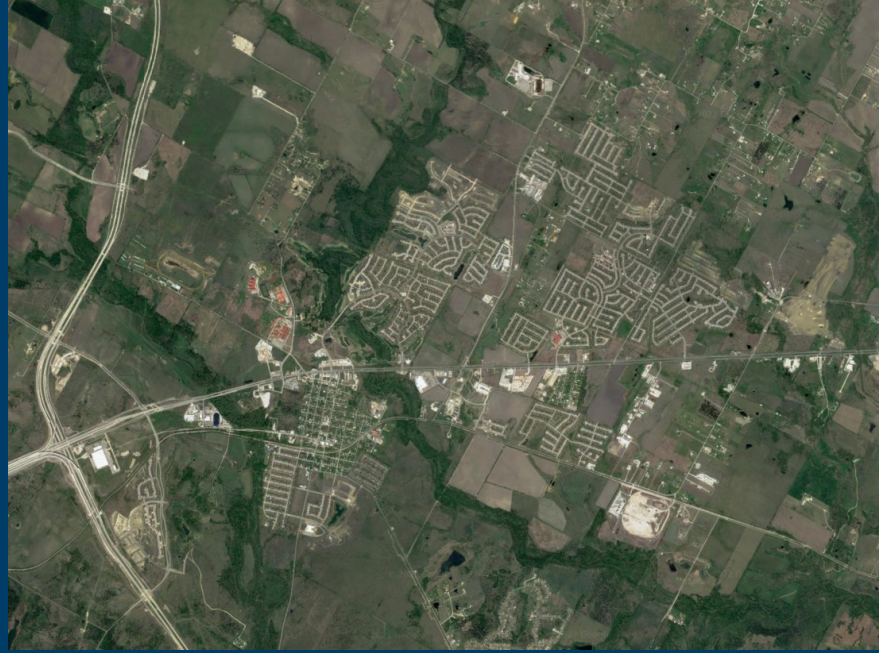
# STATEMENT OF QUALIFICATIONS

# MRB | group

## City of Manor

### Grant Writing and Management Services RFP 2021-58

April 11, 2022



April 11, 2022

Ms. Lluvia T. Almaraz, TRMC, City Secretary  
 City of Manor  
 105 E. Eggleston Street  
 Manor, TX 78653

**RE: STATEMENT OF QUALIFICATIONS FOR GRANT WRITING AND MANAGEMENT SERVICES  
 CITY OF MANOR - RFP 2021-58**

Dear Ms. Almaraz:

MRB Group is pleased to provide the enclosed proposal to support the City of Manor with Grant Writing and Management Services.

We have assembled a specialized team of professionals and staff to work together with your staff, each bringing an area of expertise that best supports them. Our team includes accomplished grant writers and administrators, designers, planners, and experts in municipal and county government, utility and water corporation operations, and strategic development. This team will be led by the *Project Manager*:

**Janet Sheguit, TRMC** | Southwest Government Services Manager  
 P 254-771-2054 | E [janet.sheguit@mrbgroup.com](mailto:janet.sheguit@mrbgroup.com)

**We understand the scope of services requested** — MRB Group works closely with many clients who depend on external resources such as grants and agency funding programs to underwrite critical projects. Once a grant is received, the clients often find the requirements and documentation a significant responsibility that is challenging. MRB Group is proficient and experienced with state and federal funding procedures; our credentials and related experience **ensure that we can deliver value** for the City. Our enclosed proposal includes a description of our approach and why we are unique. In addition, we offer a **turn-key solution** to include in-house engineering and planning services with our certified subject matter experts that can scope the work for grant writing.

MRB Group has earned a reputation for serving as a valued partner to our clients throughout Texas. We have included references and the associated contact information for municipal, county, utility, and water corporation leaders – many repeat customers - for whom we've provided grant research, writing, and administration services.

Thank you for the opportunity to submit a proposal. We look forward to the opportunity to discuss our qualifications with you further. Should you have any questions, please do not hesitate to call us.

Sincerely,



Janet Sheguit, TRMC  
 Project/Client Manager



Trey Taylor, P.E.  
 Temple Operations Manager



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**SECTION 1 | Introduction and Company Overview**

## Firm History and Overview

MRB Group is a long-established professional firm providing **funding research, grant writing, grant administration**, municipal engineering, architecture, and planning services. For nearly a century, MRB Group has focused on infrastructure and facilities that serve the public, providing municipal leaders with information, technology and strategies to help them better serve their communities.

MRB Group's team members have worked with hundreds of communities, developing an unsurpassed municipal knowledge base in the local government support fields. Several team members come directly from municipal operations and local government leadership. As a result, the team possesses a vast amount of expertise derived from hands-on experience.

MRB Group is locally-based and **provides trusted counsel and excellence** in municipal and community development, strategic planning, asset management, municipal fundinig, and municipal operations and efficiency. We are also experts in regulatory processes and environmental reviews. This level of familiarity supports enhanced service levels, including the ability to anticipate or suggest the pursuit of opportunities other firms may not recognize.

## Our Expertise

The MRB Group team has assisted many communities in planning and achieving community growth. We support strategic planning with research, data, and experience-based interpretations that assist community leaders with good decision-making.

Our **grant writing team** has successfully raised more than \$100 million in funding assistance and low-interest loans for our municipal clients in just the past two years. In addition, we help build long-term strategies to leverage funding sources and maximize what our clients can achieve. Most importantly, through funding research, the MRB Group focuses on long-range plans – the critical difference that **helps the client reach their goals**.

Our unique combination of planning and direct municipal experience enhances our capability to identify opportunities that fit both community goals and funding program objectives. We then prepare compelling, award-winning funding requests.

**Our core strength is our success**—whether it's community members in a challenging planning and implementation process or a funding agency that must determine if the City of Manor is a good investment for limited, competitive resources.

## MRB Group's Collaborative Grant Writing and Planning Teams

An advantage of the MRB Group team is the accessibility of subject-matter expertise to support grant-writing with critical justification and information that can be obtained without the need to burden staff or seek out external consultants to provide. For example, in matters that require only a brief consultation, engineers, architects, landscape designers, land-use experts, and various other municipal service professionals can provide counsel to the grant writing team without incurring additional time or expense.



## SECTION 1 | Introduction and Company Overview

**MRB** group

Supported by an entire staff of more than 130 professionals, technicians, and support staff, the MRB Group **grant writing team is enhanced with an in-house team of specialized capabilities** available on an as-needed basis.

### Our Qualifications

The MRB Group team is uniquely qualified to provide expert grant writing to enhance the City's competitive edge. We foster community engagement and communicate complex and abstract ideas in practical terms. We make discussions meaningful and straightforward. As a result, we can assist community leaders with the information needed to inform citizens better, demonstrating due diligence and good stewardship. Our qualifications and focus make us ideally suited to assist the City of Manor with experience that includes:

**Strategic Planning for Funding and Implementation**—The MRB Group project team includes former municipal officials who have played significant roles in the planning and implementation of strategies to promote economic development in communities with unique assets and resources. Capitalizing on existing strengths, the team can help the City create a long-range plan to pursue funding resources that make the most sense.

**Proven Results**—The MRB Group grant writing team has secured over \$100 million in awards for client communities in the past two years alone. The team also manages grant administration for numerous clients in Central Texas. Our relationships with agency personnel are paramount and ensure a more robust understanding of approval processes for grant awards, reimbursements, and regulatory requirements.

**Specialized Expertise in Community Engagement**—The MRB Group project team specializes in creating an engaging, educational, and interactive experience, providing precisely the level of community engagement support needed by our community leaders. Success is based on utilizing core principles—neutrality in consideration of opinions; transparency in the process; interactive listening; and strong, clear communication.

**Comprehensive Planning/Smart Growth Experience**—MRB Group team members have assisted communities in developing action-oriented strategies with achievable recommendations for healthy and sustainable growth. Our understanding of these planning principles ensures a healthy, long-range, community-based approach to development.

**Direct Experience in Municipal Operations and Finances**—Our firm's history of municipal services and focus on serving communities include creating long-term strategies for fiscal sustainability. Our staff has implemented such plans during their own experience in municipal service.

**Infrastructure and Community Assets**—MRB Group's engineering expertise provides an additional focus on the community's assets and infrastructure—and the environmental, fiscal, and social implications of maintenance of these critical components.

**Familiarity: A History of Service**—MRB Group's long-standing service history includes support through many challenges. We are highly familiar with the City's growth rate over the past twenty years. With the attraction of new residential communities and the expansion of major thoroughfares, the area is poised for more growth in the coming decades.

**Support for Local Government**—MRB Group team members recognize the value of local government as the most accessible opportunity for citizen involvement. In our municipal advisory capacity, we provide complete and accurate information to community leaders, ensuring they are equipped to answer residents' questions, comments, and concerns. As a result, we help foster greater involvement, a sense of transparency, and recognition of the direct relationship between local government and quality of life.

## SECTION 1 | Introduction and Company Overview

# MRB *group*

### Office Locations

*Primary Office for the City of Manor*

**Temple**

303 W. Calhoun Ave.  
Temple, Texas 76501  
P 254-771-2054

*Supporting Offices*

**Austin**

8834 North Capital of Texas Highway, Suite 220  
Austin, Texas 78759  
P 512-627-6459

**Waco**

400 Austin Avenue, Suite 104  
Waco, Texas 76701  
P 254-756-1610



### Number of Years in Business

95

### Company Principals

**Ryan T. Colvin, P.E.** | President/CEO

P 585-381-9250 | E ryan.colvin@mrbgroup.com

**James J. Oberst, P.E., LEED AP** | Executive Vice President/COO

P 585-381-9250 | E joberst@mrbgroup.com

**David M. Doyle, P.E.** | Vice President

P 585-381-9250 | E ddoyle@mrbgroup.com

### Management for the City of Manor

**Janet Sheguit, TRMC** | Southwest Government Services Manager

P 254-771-2054 | E janet.sheguit@mrbgroup.com

**Justin Scarth, PE** | Austin Operations Manager

P 512-436-8571 | E justin.scarth@mrbgroup.com

**Trey Taylor, P.E.** | Temple/Waco Operations Manager

P 254-771-2054 | E trey.taylor@mrbgroup.com

## Leadership Structure

The management team will assemble the project staff to respond to the needs of the City. At MRB Group, our grant writers and administrators, planning experts, utility operations specialists, engineers, architects, and support staff are ready to serve the City of Manor.

Below is a visual depiction of the MRB team that would assist the City. Following is a brief description of each of these staff members. In addition, we have included the resumes for the team in APPENDIX A of this SOQ.



### Meet Our Management Team!

#### Executive Leadership

**James J. Oberst, PE, LEED AP**  
Principal In Charge  
Executive Vice President/COO

**Thomas E. Caponi, PE**  
Director of Southwest Operations

**Mathew Horn, ICMA-CM**  
Director of Municipal Services

#### Funding Research/Grant Writing/Grant Administration

**Janet Sheguit, TRMC**  
Southwest Government Service Manager  
Grant Writing Administration/Project Manager

**Tom Brown**  
Grant Writing

**Jordan Everhart, AICP, PMP**  
Planning/Grant Writing

**Brooke Thompson**  
Grant Writing/Administration

#### Subject Matter Experts

**Trey Taylor, PE**  
Temple/Waco Operations Manager

**Justin Scarth, PE**  
Austin Operations Manager

Over 130 additional professional engineers, architects, and support staff with expertise in many disciplines to assist the City of Manor.

**James J. Oberst, PE, LEED AP** is Executive Vice-President and Chief Operating Officer. As an exacting and discerning professional engineer and fiscal manager, his attention to detail keeps projects on time and on budget. Jim has considerable expertise in project and team management, as well as an extensive background in design, construction administration, and observation services on municipal and private projects. With years of direct field experience, Jim is a valuable resource to municipal, county, and utility clients, addressing widespread aging infrastructure, community growth, and long-term planning under extreme budgetary constraints.

**Thomas E. Caponi, PE**, is the Director of Southwest Operations, and has more than 30 years of experience in civil and environmental engineering, specializing in the planning, design, and construction oversight of water/wastewater treatment facilities, water distribution systems, and wastewater collection systems. Tom has expertise in wastewater treatment plant solids handling systems, the performance evaluation of membrane filtration systems, and iron and manganese treatment systems. He is recognized for utilizing emerging technologies to help clients achieve operational efficiency.

**Mathew Horn, ICMA-CM**, is the Director of Municipal Services and leads MRB Group's SmarterLocalGov division. Matt is a former City Manager with successful experience in facilitating progressive approaches to client operations. Combined with a proven track record for securing State and Federal investment, Matt is an invaluable asset to communities seeking ways to tackle issues and achieve more.

**Janet Sheguit, TRMC**, is the Southwest Government Services Manager who has spent over 15 years researching, writing, and administrating multiple successfully-funded federal, state, and local grants as well as providing consultation on various aspects of local government. Janet is TxDOT Local Government Project Procedures (LGPP) certified and TDA certified for CDBG projects and also has 30 years of municipal government experience. Her knowledge base not only allows clients to greatly enhance funding solutions for infrastructure needs but also provides guidance in administration. Janet is a recognized expert in researching and successfully securing significant public funding for capital and planning projects and has obtained more than \$50 Million in grants in the past two years alone, as well as another \$50 Million in low- or no-interest loans for communities.

**Tom Brown** is an MRB Project Manager who has served as the TWDB Deputy Executive Director for Water Resources Development. While at TWDB in this capacity, Tom was responsible for the oversight and implementation of all financial, engineering, and environmental programs, including the Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF), Development Fund (D-Fund), and Economically Distressed Areas Program (EDAP). Tom also developed grants from USDA, Texas Parks and Wildlife, and the Economic Development Administration. Tom brings a wealth of knowledge of these programs derived from his time at the Board and his subsequent years in consulting bring funding under these programs to clients in Texas, in addition to years of expertise with maximizing public funding opportunities through grant opportunities.

**Jordan Everhart, AICP, PMP**, is a cross-trained Senior Planning Associate with over 18 years of experience working with municipal, county, and utility clients, both leading and supporting planning projects. He has extensive urban design and mobility planning experience that includes master planning and alternatives analyses. Jordan facilitates public engagement, provides key coordination, and maintains effective involvement of community stakeholders. His experience also includes design for significant projects that have transformed communities by placing a greater focus on key assets, such as walking trails and unique amenities, to attract new investment, as well as experience in grant research and grant writing.

**Brooke Thompson** is the Grant Administration Coordinator and brings skills in effective communication and fostering positive client relationships. Brooke's experience in implementing effective workflow processes and procedures, with an ability to think critically and act decisively allows her to focus on bringing projects to successful and timely completion.

**Trey Taylor, PE**, is MRB Group's Operations Manager for the Temple and Waco offices. Trey brings over 20 years of management and implementation of water/wastewater treatment and conveyance, gas treatment, odor control, as well as equipment/structure design and fabrication. Direct, hands-on experience on 25 gas facility projects, and over 50 water/wastewater treatment plants and related infrastructure, Trey brings exceptional technical and management skills to any project.

**Justin Scarth, PE**, is the Austin Operations Manager and a Civil Engineer with over 19 years of experience encompassing water and wastewater treatment, water distribution, wastewater collection, street and drainage improvements, master planning, and other infrastructure projects. He has experience in project management in both the public and private sectors, with notable expertise in state and local regulatory processes and permitting.



**SECTION 2 | Qualifications and Experience**



## SECTION 2 | Qualifications and Experience

# MRB *group*

In addition to the previous project examples, our team members have also provided grant administration and engineering services on numerous funded projects. The list below represents, but is not limited to, projects that we have provided services for:

### City of Bartlett

- TWDB Flood Infrastructure Fund – City-wide Flood Study\*\*
- TxDOT SRTS Bartlett Elementary\*

### City of Bellmead

- CDBG Water Improvements 2013

### City of Buffalo

- TDA DRP
- GLO Wastewater Treatment Plant
- TxDOT SRTS Junior High Complex Connector\*

### City of Copperas Cove

- TxDOT The Narrows – Sidewalks\*\*
- TxDOT FM 116/3046 – Sidewalks\*\*
- TxDOT Avenue D Downtown Revitalization\*\*

### City of Eldorado

- TxDOT Schools and Neighborhood Connector\*
- TWDB DWSRF New Waterline and EST\*\*

### City of Granger

- TxDOT SRTS K-8\*\*
- TxDOT Streetscape Revitalization\*
- CDBG Pecan St. Drainage Project\*
- CDBG Drainage Improvements 2014\*
- CDBG Water Improvement 2013\*
- CDBG Wastewater Treatment Improvements\*

### City of Groesbeck

- CDBG Water Improvements

### City of Hillsboro

- TxDOT SRTS Junior High School Phase I\*\*
- TxDOT SRTS Junior High School Phase II\*
- TDA Texas Capital Fund Water, Sewer and Roadway
- TxDOT Safe Routes to School\*\*
- TWDB DWSRF Water System Improvements\*

### City of Hutto

- TxDOT Transportation Enhancement - FM 1660 Hike & Bike Trail\*\*

### City of Jarrell

- TWDB CWSRF Wastewater Plant Expansion\*
- CDBG Wastewater System Improvements\*
- CDBG Wastewater Improvements 2014\*
- CDBG Water System Improvements 2012\*
- CDBG Wastewater Improvements 2013\*

### City of Malone

- CDBG Wastewater Improvements 2013

### City of Marlin

- TWDB Clean Water SRF\*
- TWDB Drinking Water SRF\*

### City of Mart

- TWDB Water System Improvements\*\*
- TWDB TWDB Flood Infrastructure Fund\*\*

- TWDB Clean Water SRF\*

- TWDB DWSRF and USDA-RD Water Supply and Distribution System Renovation\*

### City of Rockdale

- TxDOT Hwy. 79 and Cameron Ave. TASA\*
- CDBG Water Valve Insertion
- MDD Parking Lot
- TPWD Splash Pad\*\*

### City of Rosebud

- TWDB Wastewater Plant Improvements\*\*
- CDBG Wastewater Improvements
- CDBG Water Improvements

### City of Temple

- CDBG MLK Sidewalk and Lighting Improvements, Phases I-IV
- TxDOT Safe Routes to School\*

### City of Troy

- TWDB Water Well Expansion\*\*
- TxDOT SRTS Raymond Mays Middle School\*\*
- TxDOT/KTMPO TASA West Main/Luther Curtis Road Transportation Improvements\*\*
- TPWD Splash Pad\*
- TxDOT Safe Routes to School\*\*
- CDBG Downtown Sewer Rehabilitation 2012
- CDBG Wastewater System Improvements 2010

### City of Valley Mills

- CDBG Ground Storage Tank 2013

### City of Venus

- CDBG Wastewater Improvements 2012

### City of Waco

- TxDOT TA Elm Ave. Sidewalks\*\*
- Elm Ave. Water, Wastewater, Drainage, Streets
- TxDOT SRTS J.H. Hines Elementary\*\*
- Mars & Old Hewitt Road – Roadway, Sidewalks\*\*
- TxDOT Cedar Ridge Roadway and Sidewalks\*\*
- TxDOT MKT Trail\*\*

### Falls County

- TWDB Flood Infrastructure Fund – County-wide Flood Study\*\*

### Milam County

- TWDB Flood Infrastructure Fund – County-wide Flood Study\*\*

### Tom Green County

- TPWD Outdoor Recreation Grant\*
- TPWD Trail Grant\*

### Tom Green Co FWSD#2

- TWDB Small Community Grant\*\*

\*Denotes GRANT WRITING SERVICES also provided.

\*\*Denotes both GRANT WRITING and ADMINISTRATION SERVICES also provided.



**SECTIONS 3 and 4 | Disclosure and References**

## Disclosure

Based on our current knowledge, MRB Group currently does not represent other firms or interest groups that could impact or be in conflict with the City of Manor.

## References

Following are references where MRB Group has performed similar or the same types of services as described herein:

### City of Waco

Jim Reed, Streets Program Administrator  
P 254-750-8690  
E jimr@wacotx.gov

**Scope of Work** | MRB Group is designing a 6-foot-wide ADA-compliant pedestrian walkway on both the south and north sides of 19th Street, between Park Lake and College Streets, for approximately 3,015 linear feet. Environmental assessment services will be provided for the project. A categorical exclusion will be determined. Grant administration services complying with TxDOT requirements will be performed through project closeout.

### City of Troy

Gary Smith, City Administrator  
P 254-938-2505  
E gsmith@cityoftroy.us

**Scope of Work** | MRB Group is providing grant administration for the West Main/Luther Curtis Road transportation improvements. The project is being funded by FHWA through TxDOT/KTMPO and matching funds for construction and engineering from the City. MRB also provided grant writing services, resulting in the award of \$2.5 million from the KTMPO.

### City of Bartlett

Chad Mees, Mayor  
P 817-219-5160  
E mayormees@bartlett-tx.us

**Scope of Work** | MRB Group provided funding research and grant writing for the City of Bartlett to the TxDOT Safe Routes to School program. The City was subsequently awarded \$835K in 2021 for the addition of crosswalks, ADA-compliant ramps, and signage for pedestrians crossing Highway 95 and local streets from Bartlett Elementary School.



SECTIONS 5 and 6 | Scope, Approach, and Communication

## Scope of Services

The City of Manor has identified a scope of services that includes the application preparation and overall grant management required to implement capital improvement projects funded by FEMA HMGP, Texas GLO CDBG, TWDB, TPWD, and others.

The MRB Group team will enhance the required services with methodologies that we have derived from direct experience in the municipal environment. MRB Group has secured hundreds of millions in public funding for infrastructure. Our team members support projects with grant applications, engineering/architectural design, coordination of regulatory approvals, construction phase services, and grant administration. We have direct experience in **every aspect** of the implementation of public projects, including public engagement that keeps community residents informed and optimistic about their community leaders' efforts.

Our proposed, enhanced process will provide the most comprehensive support possible for the City of Manor.

We propose a **three-phase approach** that will first provide a number of essential services up-front. Completion of the first phase will position the City to make an informed decision regarding the pursuit of funding opportunities. Phase 2 will involve Professional Grant Writing and support in pursuit of funding applications/requests, each determined in accordance with the results of Phase 1 and advanced on a case-by-case basis. Phase 3 will provide Grant Administration services.

This approach will maximize the benefits of MRB Group's guidance and support for grant services while minimizing costs to the City. It will also ensure that MRB pursues opportunities with a competitive advantage and a higher potential for return on investment.

### Phase 1 | Application Preparation

**Needs Assessment** | MRB Group is prepared to support the City of Manor by building on its strengths – including those not yet realized.

We understand the importance of strong communication and informed decision-making. We, therefore, propose an initial Preliminary Analysis and Needs Assessment process that will provide both critical information and essential guidance to the City. An initial meeting will give the MRB Group team a clear understanding of community assets and resources, the City's vision for the future, current projects that require support, and a "wish list" of potential projects to consider.

A subsequent, multi-step prioritization process must occur for Funding Source Identification to be effective. Although this process must always be a dynamic and proactive consideration, communities often must choose among several projects of equal importance. This prioritization will continue through and be adjusted as a result of the next stage in the Preliminary Analysis/Guidance provided.

**Available Subject Matter Expertise** | We have incorporated into our Needs Assessment process an opportunity to utilize MRB Group team members who are specialists in such fields as GIS technology, economic development, strategic planning, land development, and local government finance, making expertise available that could shed light on opportunities previously unexplored by the City.

**Funding Source Identification** | Funding research will be provided to include not only routine examination of published resources for grant program information but also regular communication with agencies and their personnel, participation in training programs and seminars, and watchful monitoring of program announcements. MRB Group subscribes annually to monitoring services that alert our team to opportunities that have been published nationally and by the State of Texas.

Agencies that MRB Group has worked with include:

## SECTIONS 5 and 6 | Scope, Approach, and Communication

**MRB** *group*

Texas Water Development Board (TWDB)  
United States Department of Agriculture (USDA)  
United States Rural Development Agency (USRDA)  
Federal Emergency Management

Administration (FEMA)  
Texas Department of Transportation (TxDOT)  
Texas Parks and Wildlife Department (TPWD)  
Bureau of Land Management (BLM)  
United States Bureau of Reclamation (BOR)  
Texas General Land Office (GLO)

Grants and programs with which MRB Group is familiar include, but are not limited to:

TWDB Drinking Water State Revolving Fund  
TWDB Clean Water State Revolving Fund  
USDA Water/Wastewater  
USDA Emergency Community Water Assistance  
USDA Community Facilities  
TDA Community Development Block Grant

WaterSMART  
TWDB Flood-Infrastructure Planning  
TDA Downtown Revitalization Program  
TxDOT Transportation Alternative and TA Set-Aside  
TxDOT Safe Routes to School

This list of funding opportunities represents only a portion of those available and which MRB Group team members have utilized in their work with communities, local governments, municipal utility districts, and water supply corporations.

**Competitive Analysis** | Comparing planned projects with current funding opportunities and ever-changing agency program objectives allows the MRB Group team to help identify strengths and weaknesses that may influence the City's ability to compete effectively. For example, suppose a project plan can be augmented, refined, or combined with other projects to meet new objectives or a newly created funding source. In that case, our team will bring those opportunities to the City for consideration.

MRB Group will leverage Federal, State, and philanthropic funding agency relationships; we work with many funding partners. With a clear understanding of the City's needs, we will begin to showcase projects to potential funders and demonstrate your competitiveness and alignment with funding agency priorities.

**The Working Project Priority Plan** | The final step in the Needs Assessment process is creating a dynamic document that we can utilize as a working "plan of pursuit." Comprised of a prioritized checklist of projects, it will identify the relationship between funding resources and the strategy employed in prioritizing, along with targeted timeframes for future pursuit. This "long-range plan" for project development will enable the City to engage with residents, keeping them informed and involved. In addition, its use will promote an understanding among all stakeholders that community leaders are pursuing projects in accordance with a logical plan that maximizes outcomes in the most affordable and financially responsible manner.

The Project Priority Plan will also keep the City "pointed North" toward a long-term vision and context for project completions. While the document should be routinely updated, leaders will appreciate a tool for keeping residents – and each other – informed and on the same page when discussing the future.

**Meetings and Timeline** | The MRB Group team will provide the scope and services described above in an array of meetings, discussions, resource exploration, and research. Where possible and practicable, team members will attend meetings in person unless remote sessions are preferable to the City staff. Our scope of services for Phase 1 is based upon the following allocation of time and expertise:

# SECTIONS 5 and 6 | Scope, Approach, and Communication



Meetings/MRB Group Team Utilization	Meetings	Scheduling/Period*
Kickoff/Informational	1x	Week 1
SWOT Analysis and Data Gathering	1x	Week 3
Research and Resource Development	internal/remote	Weeks 2-4
Subject Matter Expertise/Opportunity Exploration	1x	Week 4
Project and Funding Prioritization Meeting	1x	Week 5
Reporting/Review of Findings	1x	Week 6

*\*Timeline is based upon contractual authorization.*

Following completion of Phase 1, MRB Group team members will be prepared to individually pursue projects selected by the City from the Priority Plan as funding sources become available.

## Phase 2 | Grant Writing

Phase 2 professional grant writing services performed by the MRB Group team are initiated by the client based upon the Priority Plan established in Phase 1. MRB Group proposes an individualized approach to Phase 2 in order to address the City's needs, accommodate funding cycles, and ensure that the team is engaged only when needed, keeping costs within budgetary constraints. Each project could potentially involve more than one grant request or application. Conversely, MRB Group may recommend that the City hold back and pursue funding at a more opportune time. In addition, some agencies utilize a pre-application process, requiring an initial scope of work that is specific and finite. For these reasons, Phase 2 services should be performed at the request of the City with a scope determined on a case-by-case basis.

**Application Development / Professional Grant Writing** | With grant application requirements changing regularly, our team takes a "deep dive" into program submission requirements—even on those funding sources we've worked with regularly—to ensure a clear understanding of the submittal requirements. In addition, we will communicate required materials with the City to ensure that everyone understands information needs and timelines for project development.

- **Content Development**—We work closely with the City staff to develop the content necessary to address funding agency information requests. We draw on materials provided by the staff to create compelling narratives that align with the funding agency and source program goals.
- **Additional Program Requirement Acquisition**—Grant application packages routinely require supplemental materials to support the application. These include engineering documentation, project reports, budgets, and other client information. We identify these needs upfront and regularly communicate with the City about timing. Once we gather all the information, we package it according to funding agency preferences.
- **Support Material Acquisition**—We understand the importance of providing contextual information to showcase a project's competitiveness. We provide counsel and administrative assistance regarding supplemental support for grant applications, including letters of support from elected officials and other stakeholders. In addition, we glean information from comprehensive plans and other documents, identify opportunities for public engagement, and include photos and other material that effectively communicate the vision and targeted goals.
- **Submission**—Once we complete the application, we will submit it in accordance with agency requirements.

## Phase 3 | Grant Administration

**Program Management / Reporting and Compliance** | MRB Group works closely with many client communities that depend on external resources such as grants and agency funding programs.

## SECTIONS 5 and 6 | Scope, Approach, and Communication

to underwrite critical projects. Communities often find the required paperwork and supporting documentation more significant than personnel with limited time or means can support.

Funding agencies require specific commitments from recipients: project goals and deliverables are defined by a legal contract, and funding or reimbursement may be withheld until proof of compliance is received. Managing the required documentation and submission process is referred to as grant administration.

The recordkeeping and reporting involved in grant administration can be daunting to a short-staffed municipality or whose existing staff is already stretched to the limits of its capability.

MRB Group's familiarity with typical infrastructure projects enhances our assistance with grant administration, bridging the gap and clearing the path to expedite reimbursement.

These services include:

- Providing documentation and a clear understanding of technical project details,
- Ensuring compliance with agency requirements for project benchmarks and documentation,
- Assisting in developing recordkeeping protocols,
- Assisting with maximizing allowable reimbursements and submitting timely requests,
- Providing management-level records for audit trail and reimbursement submissions,
- Providing guidance for procedures and project close-out,
- Assisting with agency or auditor inquiries, and
- Assisting throughout the process with board discussions, approvals, and public engagement, where needed.

MRB Group also works with clients who opt to utilize staff members with unique capabilities or prefer to administer funding-related record keeping, accounting and reporting and submit for reimbursement directly. In those cases, our team members can assist with guidance regarding agency requirements and best practices for recordkeeping and submittals.







## MRB Group Fee Structure

The MRB Group team is a group of individuals who utilize their skills for specific portions and tasks required to complete competitive and compelling grant proposals. There is no "standard" flat fee or "typical" cost for effective grant writing. Each situation, need, and required scope of services can be unique.

There is tremendous variation in the types of grants available, with a wide range of program objectives and specific requirements for submission.

For example, USDA-RD or CDBG applications often include an income survey when upgrades serve a particular area or limited population to a community asset. This requires a substantially different level of effort and a number of hours with "boots on the ground."

While the MRB Group team includes technical and administrative personnel to provide such skillsets at a lower billing rate, significant grants can still require more hours to complete. By contrast, some infrastructure grants – or grant resubmissions – are more straightforward and can be completed and submitted with far fewer professional hours.

At MRB Group, our goal is to strengthen entities and help them increase their competitive advantage – at the lowest possible cost. We, therefore, do not charge a retainer or upfront fee for services. Instead, we bill clients for only those services they have received.

We believe that local governments should never engage in contracts that are not well-defined or without reasonable limits for costs for services. We encourage the utilization of a "not-to-exceed" engagement contract. Client will see tangible results for the duration of the agreement, with complete confidence that they will remain within their budget.

### Fee Proposal

As discussed in the previous section entitled "Scope," our proposed fee for Grant Services to the City of Manor will involve three distinct phases, each involving separate scopes of services.

#### Phase 1: Preliminary Analysis and Guidance

Prior to any grant writing, we believe a preliminary investigative analysis should provide critical information to the team and essential guidance to the community. MRB Group's role in the initial phase will be to provide the following services:

##### Community Assessment

- Community character and SWOT analysis/review with the leadership team.
- An understanding of the strategic plans currently in place.
- An understanding of projects, whether planned, in process, or under consideration.
- Community development expertise/brainstorming with specialists, where applicable.

##### Project Review and Prioritization

- Detail level project consideration.
- Implementation/Feasibility Assessment.
- Grant program and eligibility research.
- ROI assessment.

**Proposed Phase 1 Fee: Total Estimated Not-to-Exceed Fee .....\$25,000.00**

(blended hourly rate of \$150)

### Phase 2: Professional Grant Writing

The City will possess sufficient information to determine which projects to escalate through a grant preparation process following the preliminary assessment. With MRB Group's assistance, it will have developed a strategy for pursuing financial resources to fund selected projects.

Grant writing services include:

- Updates to municipal (portal) registrations, i.e., SAM registration.
- Grant writing, application coordination, and submission.
- Final budget review and reporting to the City's stakeholders, staff, and board.

### ***Proposed Phase 2 Fee: Contingent on the Funding Agency's Requirements***

### Phase 3: Grant Administration

MRB Group provides **Grant Administration** services for various funding programs. Services provided are dependent upon the funding agency's requirements and whether the City will be performing a portion of the required Grant Administration services.

Grant Administration services include, but are not limited to:

- Creation and maintenance of Project files in accordance with funding agency requirements.
- Receive and maintain all correspondence associated with Project.
- Maintain Project financial information in accordance with grant requirements.
- Preparation of draft City letters requesting reimbursement of funds expended associated with the Project grant.
- Review of certified payrolls for the prime contractor and subcontractors, and resolve any issues during construction.
- Review work site Labor Standards reviews and resolve any issues during construction.
- Review and submission of any required certifications submitted by the prime contractor during construction.
- Receive and submit funding agency required reports, if any.
- Receive and submit Buy America certifications from the prime contractor, if required by the funding agency during construction.
- Receive SWPPP inspection reports during construction and submit to funding agency, if required.
- Receive and submit testing reports during construction, if required.
- Attendance at construction update meetings, if required.
- Maintain files on Project material testing during construction, if required.
- Prepare close-out documents and submit to funding agency, if required.
- Conduct records review/audit with funding agency at the close out of the project.

### ***Proposed Phase 3 Fee: Estimated in Advance/Hourly Not-to-Exceed***

### Related Expenses

MRB Group works closely with clients to minimize ancillary expenses related to services provided by the team. Travel costs may be unavoidable, depending upon the location of meetings. We can accommodate the City's needs and reduce expenses with virtual meetings and electronic document exchange but also respect the City's wishes when in-person meetings are more appropriate.



An exacting professional engineer and fiscal manager, whose attention to detail keeps projects on-time and on-budget. Multi-disciplined with extensive experience in project and team management, engineering design, construction administration, and observation services on public and private projects.

A trusted resource to municipal planning boards providing valuable expertise in federal, state, and local regulatory and permitting processes. LEED accredited with a focus on both fiscal and environmental sustainability.



### Expertise

**Municipal Engineering Services** – Respected advisor to communities across New York State with years of direct field and design experience, addressing widespread aging municipal infrastructure, community growth, and long-term planning under increasing budgetary constraints and financial uncertainty.

**Planning/Regulatory Review** – Provides trusted counsel to municipalities as Planning Board and/or Town Board liaison. Expertise in planning and design, compliance with the State Environmental Quality Review Act (SEQR), various subdivision/zoning regulations, site plan requirements, local development plans, policies, and preservation guidelines, Environmental Protection Agency (EPA) Phase II Stormwater Regulations, and Phase II Construction and MS-4 permit requirements. Familiarity with establishing special districts and managing design of municipal stormwater, water, sewer, park, and road projects.

**Water and Sewer/Wastewater Treatment** – Possesses years of accumulated knowledge in water/wastewater treatment facilities and system components, project management and engineering design, including analysis and evaluation of existing systems and equipment, recommendations for infrastructure and/or design improvements, preparation of formal studies, reports, and other documentation, and long-term strategic and capital project planning.

### Education

B.S. Civil Engineering  
Technology, Rochester Institute  
of Technology, 1986  
A.A.S. Construction Engineering  
Technology, SUNY Alfred, 1983

### Professional License

Professional Engineer  
State of New York, No. 071899  
State of Pennsylvania No.  
PE042591E

### Professional Affiliations

American Society of Civil  
Engineers (ASCE)  
Finger Lakes Water Works  
Association  
New York Water Environment  
Association (NYWEA)  
US Green Building Council  
(USGBC, New York Upstate  
Chapter)

More than 30 years of experience in civil and environmental engineering, specializing in the planning, design, and construction oversight of water/wastewater treatment facilities, water distribution systems, and wastewater collection systems. Expertise in wastewater treatment plant solids handling systems, the performance evaluation of membrane filtration systems, and iron and manganese treatment systems.

An innovator in design and treatment processes, recognized for utilizing emerging technologies to help municipal clients achieve operational efficiency.



### Expertise

**Water Treatment Systems** – Successful in developing cost-effective design improvements and upgrades to water treatment plants, raw-water intakes, storage tanks, pump stations, membrane filtration systems, and solids handling facilities. Highly specialized background in water treatment facility solids handling evaluation and design, providing innovative engineering solutions to recycle waste process water and provide cost-effective solids dewatering and disposal. Effective and stringent oversight in planning, design, and construction phases on major water treatment plant rehabilitation projects, and has considerable experience providing guidance to municipal boards.

**Wastewater Collection and Treatment** – Direct experience with all phases of project development, from feasibility studies and preliminary engineering designs to construction administration services. Well-versed in wastewater treatment plant processes and equipment, lift stations, force mains, and gravity sewer interceptors in both highly urbanized and sparsely populated areas. Strong success with navigating underground utilities in congested rights-of-way, coordinating project activities with public and private entities. Prepares project budgets and schedules, and assists clients by providing plans and specifications to expedite equipment procurement and on-site delivery.

**Presentations and Publications** – “Improved Solids Handling for Bluebonnet WSC,” Texas Water 2012, San Antonio, Texas, April 12, 2012; “East Meets West, Treatment and Blending Considerations in Using Carrizo Aquifer Groundwater in Central Texas,” Texas Water 2011, Ft. Worth, Texas, April 7, 2011.

### Key Projects

#### Water Treatment, Distribution, and Storage

- Brushy Creek Municipal Utility District, Membrane Filtration, Water Treatment Plant Evaluation
- City of Marlin, Membrane Filtration, Water Treatment Plant Rehabilitation
- Village of Waterloo, Water Treatment Plant Pilot Study
- Village of Trumansburg, Well and Water System Improvement Project
- Bluebonnet Water Supply Corporation (WSC), Water Treatment Plant Rehabilitation, Sludge, and Spent Backwash Handling and Dewatering System
- Water Treatment Plant Rehabilitation (12.0 MGD and 6.0 MGD plants), Schertz-Seguin Local

### Education

M.S. Environmental Health Engineering, University of Texas at Austin.  
B.S. Civil Engineering, University of Texas at Austin

### Professional License

Professional Engineer  
State of Texas, No. 54723  
State of New York No. 091446

### Professional Affiliations

American Water Works Association (AWWA)  
Water Environment Federation

**Government Corporation**

- Brushy Creek Municipal Utility District, Raw Water Intake, Water Treatment Plant, Transmission Mains, and Elevated Storage Tanks project
- Greenshores on Lake Austin, Water Treatment Plant and Pumping System Improvements
- Moffat Water Supply Corporation, Master Plan Update
- City of Austin, Water Main Transmission
- Texas A&M University, Raw Water Line Relocation

**Wastewater Treatment and Collection**

- Village of Waterloo, Wastewater Treatment Plant, and System Improvements
- Village of Union Springs, Wastewater Treatment Plant Improvements
- Village of Newark, Wastewater Treatment Plant Improvements
- Village of Dansville, Wastewater Treatment Plant Improvements
- Leakey Wastewater Treatment Plant Improvement Project, Leakey TX
- Whisper Valley Development, Wastewater Treatment Facility Biological Nutrient Removal
- Snack Food Manufacturer, Wastewater Pre-Treatment Facility design and construction management
- Hurst Creek Municipal Utility District, Wastewater Reclamation Plant Design
- Lavaca Navidad River Authority, Wastewater Treatment Facility, Lake Texana State Park, and Brackenridge Recreation Area
- Galo Properties, South Fork San Gabriel River Wastewater Interceptor
- Whisper Valley Development, Wastewater Interceptor
- City of Austin, Wastewater Treatment Facility and Interceptor
- City of Austin, Slaughter Creek and Onion Creek Wastewater Interceptors
- City of Austin, Big Walnut Creek Wastewater Interceptors
- Brushy Creek Regional Authority, Onion Branch Lift Station
- City of Temple, Pea Ridge Lift Station
- City of Corpus Christi, Broadway Wastewater Treatment Plant Diversion Plant

**Planning**

- Texas State University, Water System Model Development
- Texas A&M University, Water Systems Engineering Study
- City of Leander Transit-Oriented Development Water and Wastewater Master Plan
- Johnson Ranch Development, Water System Planning and Preliminary Engineering
- City of Pharr, Water and Wastewater Master Plan
- Brushy Creek Municipal Utility District, Water Distribution System Analysis and Wastewater Master Plan
- Lake LBJ Municipal Utility District, Capital Improvements Plan
- Moffat Water Supply Corporation, Master Plan Update and Subdivision Review
- Schertz-Seguin Local Government Corporation, Water System Master Plan, Capital Improvements Plan, and Impact Fee Implementation
- Diamondhead Water and Sewer Authority, Hurricane Katrina Damage Assessment and FEMA coordination
- Texas Department of Rural Affairs, Hurricane Ike Disaster Recovery Program

**Remediation**

- Kelly Air Force Base, Groundwater Remediation System Design and Evaluation
- Tinker Air Force Base, Groundwater Remediation System Design and Construction Oversight

Former City Manager and municipal operations expert with a strong background in infrastructure planning, strategic development, and community engagement. Extensive experience in municipal budgeting and finance, collaborative service delivery, comprehensive planning, downtown revitalization and economic development.

Municipal consulting background includes internal process auditing, public relations assistance and guidance, and development of local government management capacity, as well as long-term strategic planning for community growth.



### Expertise

**Community Planning / Enhanced Management Capacity** – As former municipal consultant for Washington-based local government support services firm, worked closely with the International City-County Managers Association, National League of Cities, and other government leadership associations. Supported community development efforts and developed strategic plans to address service delivery challenges, public works and aging infrastructure, parks and recreation services, and public safety, as well as other critical municipal services for more than 50 clients.

**Strategic Development** – Engaged with client communities to conduct a range of studies and identify best practices and implement solutions to address challenges and support long-term community sustainability. Developed feasible implementation plans for innovative approaches, based on direct knowledge of municipal operations and unique familiarity with local government fiscal constraints, regulatory requirements, labor impacts, and statutory guidelines.

**Regional / Shared Services Approaches** – As City Manager, worked to establish collaborative relationships and develop a shared-services approach to municipal and community service needs. Coordinator of data-driven implementation of integrated staffing and program management, including completion of workflow analysis and workload assessment.

**Hands-on Municipal Management / Innovative Leadership** – Worked directly with municipal officials to implement community goals through strong team leadership and successful management of personnel in multiple departments and across several disciplines.

### Key Projects

#### City of Geneva Downtown Revitalization Initiative

- Led effort to author and submit a Downtown Revitalization Initiative (DRI) proposal, successfully obtaining investment from the State of New York in the form of a \$10 Million award
- Developed Geneva's Master Plan for Downtown Redevelopment
- Fostered more than \$30 Million in private and public investment in downtown revitalization, with an additional long-term commitment for another \$30 Million

### Education

BS, Public Administration;  
Public Management  
Concentration

Political Science Minor,  
James Madison University

### Professional Affiliations

Credentialed Manager,  
International City-County  
Managers Association

Named to 2016-2017 "Top  
100 Local Government  
Influencers"; Engaging  
Government Leaders

Member, Local Leaders  
Council, Smart Growth  
America



- Reduced first-floor vacancies from 50% to less than 15% in just five years
- Facilitated public and business engagement, and established a multi-year, grass roots redevelopment effort for the central business district

**Innovation in in Infrastructure Financing**

- Utilized public-private partnerships and developed a performance-based contracting model
- Facilitated data-driven facilities and infrastructure analysis, developed detailed scopes of work
- Engaged City Council in infrastructure management processes including finance deliberations and performance contract reviews

**Permit and Financial Software Review**

- Facilitated conversion of City's financial, planning and permitting software from legacy and proprietary systems to a single source provider with a unified, comprehensive database and open software architecture, reducing customization and update costs
- Coordinated workflow analysis in impacted departments, developed system specifications, facilitated selection and procurement, coordinated deployment, adaptation and personnel training

**Comprehensive Planning**

- Facilitated development of the first community comprehensive planning effort conducted in more than two decades
- Curated committee and personnel staffing
- Fostered community participation / civic engagement
- Supported data acquisition, and document development
- Coordinated plan adoption within statutory requirements
- Commenced plan execution

A former City Manager with invaluable perspective and insights into local government operations, day-to-day service delivery, capital projects and budget administration.

Recognized expertise in researching and successfully securing significant public funding for municipal capital and planning projects. Obtained more than \$50 Million in grants in the past several years alone, as well as another \$50 Million in low- or no-interest loans for communities.

A seasoned grant administration professional, ensuring expedited reimbursements through strong familiarity with agency reporting requirements and closeout of funded projects.



### Expertise

**Municipal Government Experience** – Janet has 30 years of municipal government experience serving as City Manager, Assistant City Manager, City Secretary, and Tax Assessor-Collector. Her direct knowledge and hands-on experience in municipal operations and finance provide our clients insights into available resources for day-to-day operations, as well as capital projects. She provides consultation on various aspects of municipal functions, including training in best practices and innovative approaches to successful government administration.

**Grants/Funding** – Janet's track record for researching, writing, and administering grants for communities include securing more than \$100 million in federal, state, and local funds for critical infrastructure and community development. Janet's extensive familiarity with funding resources provides communities with insight regarding the best ways to compete for investment. She assists with effective planning for capital projects, leveraging local resources or multiple funding sources to maximize opportunities. Her expertise includes grant research, preparing compelling applications, and assisting in the administration of successfully funded federal, state, and local grants. Janet facilitates collaborative communication with funding agencies and provides effective grant administration services to ensure successful and expedited reimbursements. She also assists with environmental assessments and facilitates the preparation of engineering reports to support and strengthen funding applications. She has worked with numerous State and Federal agencies, County Grants Divisions, and Councils of Government from different areas of the State.

Janet is TxDOT Local Government Project Procedures (LGPP) certified and TDA certified for CDBG projects.

### Key Projects

#### City of Hillsboro

- TWDB DWSRF Water System Improvements \$3,123,272
- TxDOT Safe Routes to School Hillsboro Middle School Phase 1 Sidewalks \$447,275, Environmental and Grant Administration
- TxDOT Safe Routes to School Hillsboro Middle School Phase 2 Sidewalks \$594,259 Environmental

### Education

University of North Texas –  
TMCA Certification Program

### Professional Registrations

Texas Registered Municipal Clerk  
TxDOT – Local Government Project Procedures (LGPP)  
Texas Department of Agriculture – CDBG  
FEMA – Introduction to Unified Hazard Mitigation Assistance  
Shiple Group - NEPA Process  
Texas Municipal Clerks Association

### Professional Training

TxDOT Construction Administration  
TxDOT Environmental Management System

### Organizations

Texas City Managers Association – Region 7  
Texas Municipal Clerks Association  
Texas Municipal Clerks Association-Central Texas Chapter

and Grant Administration

**City of Granger**

- TxDOT Safe Routes to School Sidewalks \$551,468 Environmental and Grant Administration
- TWDB CWSRF Wastewater System Improvements \$1,200,000
- WILCO 2013 CDBG \$236,825
- TxDOT Downtown Streetscape Transportation Alternatives \$1,269,336

**City of Temple**

- TxDOT Safe Routes to School - Bonham Middle School Sidewalks \$498,493, Environmental and Grant Administration
- TxDOT Safe Routes to School – Lakewood Elementary Sidewalks \$496,725, Environmental and Grant Administration

**City of Lorena**

- TxDOT Safe Routes to School – Lorena Elementary and Middle School Sidewalks \$781,867
- TxDOT Transportation Alternatives Downtown Streetscape Revitalization \$1,479,954

**City of Troy**

- TxDOT Safe Routes to School Mays Elementary School Sidewalks \$450,950, Environmental and Grant Administration
- TxDOT Historic Downtown Sidewalks \$390,900, Environmental and Grant Administration
- Trojan Park Master Park Plan
- TPWD Trojan Park Splash Pad \$75,000, Grant Administration
- TWDB DWSRF Water System Improvements \$2,100,000
- TxDOT Safe Routes to School Mays Middle School \$277,571 Environmental and Grant Administration
- TxDOT West Main/Luther Curtis Road \$3,200,000

**City of Waco**

- TxDOT 11th/12th & Gurley Sidewalks \$505,175, Environmental and Grant Administration
- TxDOT Historic Elm Ave. Connectivity Improvements, Sidewalks and Bicycle Lanes \$2,644,000, Environmental and Grant Administration
- TxDOT J H Hines Safe Routes to School \$757,778, Environmental and Grant Administration
- TxDOT Cedar Ridge Hike & Bike Connections Environmental and Grant Administration
- TxDOT MKT Trail Grant Administration

**City of Copperas Cove**

- TxDOT/KTMPO Avenue D Streetscape Revitalization (3 phases) \$890,000, Environmental and Grant Administration
- TxDOT/KTMPO Business 190 \$10,000,000, Environmental Administration
- TxDOT/KTMPO Avenue D Downtown Streetscape Revitalization \$700,480, Environmental and Grant Administration
- TxDOT/KTMPO FM 116/3046 Sidewalks \$975,000, Environmental and Grant Administration
- TxDOT/KTMPO The Narrows Sidewalks \$1,700,000, Environmental and Grant Administration
- TxDOT/KTMPO FM 116 Underpass and Sidewalks \$13,500,000
- Copperas Cove Parks Master Plan

**City of Jarrell**

- TWDB CWSRF – Wastewater Treatment Plant \$12,000,000
- WILCO 2013 CDBG \$482,250

**City of Rockdale**

- TPWD Sumuel Park Splash Pad \$75,000, Grant Administration
- TDA Downtown Revitalization – Sidewalks \$150,000
- TxDOT US 79 Historic Cameron Avenue Sidewalks \$1,294,000, Environmental

**City of Rosebud**

- TWDB CWSRF Wastewater and Water System Improvements \$7,900,000

**Town of Buckholts**

- TWDB DWSRF Water Meter Replacements \$200,000

**City of Hutto**

- TxDOT TE FM 1660 Sidewalks \$1,001,880, Environmental and Grant Administration
- TxDOT TAP Limmer Loop Sidewalks \$786,232

**City of Harker Heights**

- TxDOT/KTMPO Commercial Dr. Roundabout \$391,399

**Milam County**

- TWDB Flood Infrastructure Fund \$856,500

**Falls County**

- TWDB Flood Infrastructure Fund \$820,000

**City of Bartlett**

- TWDB Flood Infrastructure Fund \$350,000
- TxDOT Bartlett Elementary Safe Routes to School \$835,054

**City of Eldorado**

- TxDOT School and Neighborhoods Connect, Transportation Alternatives \$1,735,206

**City of Buffalo**

- TxDOT SRTS Jr. High Complex Connector \$1,099,279

**City of Cameron**

- Parks Master Plan

Former Deputy Executive Administrator for Water Resources Development for the Texas Water Development Board, with extensive experience in water resource development, blending expertise in water system operations and infrastructure maintenance with economic development, public and private finance, and environmental and fiscal sustainability.

Expertise in integrated planning for resource development, water conservation, drought contingency plans, water issue management, as well as local project management and grant writing to maximize public funding opportunities.



### Expertise

**Grant Writing**-With expertise in major infrastructure development, Tom has written and secured grants from many federal and state funding resources, including Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF), Development Fund (D-Fund), and Economically Distressed Areas Program (EDAP). He also developed grants from USDA, Texas Parks and Wildlife, and the Economic Development Administration.

**Water Resource Planning**-Project Manager for Regional Recovery plans, Water Quality Management Plans, and Water/Wastewater Master Plans including the development of wholesale and retail water supply agreements. Developed over 20 local government Park and Open Space Master Plans. Managed multiple County Regional Water Development Plans, as well as the Texas Plan for the Texas Secretary of State for Colonia resident's hook-ups, obtaining certification for the Texas Plan from the Border Environment Cooperation Commission and grant funding from the North American Development Bank.

**Water/Wastewater Project Development Experience**-Success with identifying cost-effective methods for planning project implementation through external grant and loan funding sources. History of securing innovative financing for water and wastewater projects totaling over \$190 million. Well-versed in financial analyses for operational efficiency and rate studies, as well as all required regulatory reporting.

**Operations / Utility Management Expertise**-Having served as General Manager for a major regional Water Authority with oversight of others under contract, Tom possesses hands-on expertise regarding every aspect of day-to-day operations of a water pumping, storage, and distribution system, from strategic planning for capital improvements to board policy implementation and large staff management. This broader operational perspective ensures that project planning is not only affordable but also feasible and implementable.

### Key Projects

#### Financing Management for Water/Wastewater Projects

- City of Eldorado Water System Improvement Project

### Education

Bachelors of Arts Degree in Political Science, State University of New York. Masters of Urban and Regional Planning, Texas A&M University

### Professional Registrations

Grade "A" Water License, State of Texas

### Commendations

Texas Water Development Board  
Texas Rural Development Council  
City of Corpus Christi

### Organizations

Texas Water Conservation Assoc.  
Texas Water Utilities Assoc.  
American Water Works Assoc.  
Texas Municipal League

### Professional Licenses

Licensed Irrigator

- City of Eldorado Wastewater System Improvement Project
- Nueces River Authority Leakey Regional Wastewater Project
- Deerhaven WCID Water System Improvement Project
- Bandera Fresh Water Supply District #1
- Brushy Creek MUD Neenah Water Tower Project
- City of Marlin Water System Improvements
- City of Marlin Water Quality and Drainage Improvements
- Tom Green County Fresh Water Supply District #2 Water System Improvements
- Creedmoor-Maha WSC Water System Improvements
- Jarrell-Schwertner WSC Water System Capital Improvements Plan

#### **Park and Open Space Master Plans**

- Tom Green County 2017-2027 Park and Open Space Master Plan
- Lavaca-Navidad River Authority 2017-2027 Park and Open Space Master Plan
- City of Del Rio 2016-2026 Park and Open Space Master Plan
- San Felipe Creek Master Plan- 2015
- Schleicher County 2014-2024 Park and Open Space Master Plan
- Sonterra Municipal Utility District- 2007-2017 Park and Open Space Master Plan
- Brushy Creek Municipal Utility District- 2001-2011 Park and Open Space Master Plan
- Brushy Creek Municipal Utility District- 2012-2022 Park and Open Space Master Plan
- Harris County Municipal Utility District 286- 2005-2015 Park and Open Space Master Plan
- Harris County Municipal Utility District 210- 2007-2017 Park and Open Space Master Plan
- City of Alpine- Park and Open Space Master Plan- 2005-2015

#### **Trail Projects**

- Tom Green County- Pugh Park-Christoval Hike and Bike Trail
  - Preliminary Design for a 3-mile hike and bike trail through Pugh Park and Christoval High School.
  - Trail design incorporated ADA accessibility for areas paralleling the South Concho River.
  - Prepared a \$200,000 Trail Grant Application to Texas Parks and Wildlife.
- Lavaca-Navidad River Authority- Brackenridge Park Trail Improvements
  - Designed hike and bike trail improvements, including ADA accessibility, through Brackenridge Park which was constructed by Authority personnel.
  - Equestrian Trails that follow the shoreline of Lake Texana
  - Developed Texas Parks and Wildlife Department Grant Applications for \$1.2 million for implementation of the Master Park Plan and trail projects.
- City of Del Rio- San Felipe Creek Trail Improvements/Trail Extensions and New Hike and Bike Trails
  - Identified trail relocation and assisted in the design of a concrete hike and bike trail along San Felipe Creek.
  - Prepared a \$200,000 Trail Grant Application to Texas Parks and Wildlife that was used for implementation.
  - As part of the Parks and Open Space Master Plan, Tom prepared the preliminary design and location of 1.5-mile trail extensions to connect three parks and 2.5-mile hike and bike trails within the proposed 37-acre Kingsway Park.
  - Prepared a \$500,000 grant application to Texas Parks and Wildlife Department that is being used for implementation.
- Schleicher County- County Park Improvements
  - Designed a walking trail in the County Park that connects playgrounds, pavilion, picnic areas, and Swimming pool.
  - Prepared a \$500,000 grant application to Texas Parks and Wildlife Department that was used for implementation.
- Brushy Creek Municipal Utility District- Hike and Bike Trail Improvements
  - Developed hike and bike trail system as part of the Park and Open Space Master Plan.

- Responsible for implementation of the over 4 miles of trail projects.
- Prepared \$1,000,000 in grant applications to Texas Parks and Wildlife that was used for the design and construction of park and trail improvements.
- City of Alpine- Alpine Creek Trail Improvements
  - Prepared trail alignment and design for approximately 2 miles of trail improvements along Alpine Creek that connected to Sul Ross University and Kokernot Park.
  - Prepared \$200,000 Trail Grant Application and \$500,000 Recreation Grant to Texas Parks and Wildlife Department that was used for implementation.
- Harris County Municipal Utility District 286- Cypress Creek Trail Improvements
  - Prepared trail alignment for approximately 2.5 miles along Cypress Creek Greenbelt that connected neighborhoods, parks, schools, and H-P campus.
  - Prepared \$700,000 in Trail Grant and Park Grants to Texas Parks and Wildlife Department that was used for implementation.

A cross-trained planning professional with over 18 years of experience working with municipalities and public agencies, both leading and supporting planning and engineering projects. Extensive roadway and transportation planning experience includes corridor and feasibility studies, multimodal corridor evaluations, master planning, and alternatives analyses.

Exceptional skills in key project coordination to expedite agency approvals, inform community leadership and foster public engagement to effectively involve all community stakeholders. A proven track record for formulating and executing implementation plans, to keep projects on-track and on-budget.



## Expertise

**Grant Writing** - with expertise in planning, Jordan has written and secured grants from federal and state funding resources.

**Project Management** – Jordan's extensive experience in the management of planning and design projects includes complete street and urban design studies, bypass or route alternative studies, and planning projects to create geographical linkages and overcome barriers. From redevelopment that incorporates urban design and place-making elements such as safety, walkability, and multiple modes of transportation, to conducting traffic and environmental impact analyses, Jordan's project leadership focuses on finding optimal ways to accommodate a variety of community challenges and needs, including narrow travel lanes, bicycle lanes, accessibility, wider sidewalks, parking, landscaped medians, waterways, and future transit.

Jordan closely examines both short- and long-term implications of proposed options, which often determine the cost of operations and service delivery for a community. His documentation often includes planning-level designs and an alternatives matrix to supplement final reports. He fully understands the direct impacts project planning can have on local governments with limited annual budgets.

**Master Planning** – Jordan's work in master planning includes the development of regional plans to identify and enhance key destinations, and to create linkages such as bicycle routes. Extensive project coordination has included achieving consensus with COGs, TxDOT, county officials, school districts, and involved municipalities, collecting data and spotlighting issues that might affect future development. He considers existing conditions and open space master plans; proposed roadway and transit; commercial, residential, and mixed-use development; schools; and of significant importance to communities, availability of funding to implement plans. Jordan's strong communication skills enhance more productive stakeholder meetings and information briefings.

**Environmental** – Jordan has extensive experience with projects that require the TxDOT environmental process. This involves synchronization with the TxDOT Environmental Coordinator for the District where the project is located. Most TxDOT sidewalk projects are considered categorically excluded (CE), but extensive research must be completed to make this determination.

**Acquisitions** – Jordan has a range of experience with municipal projects that require property easements.

## Education

Bachelor of Science,  
Emergency Administration  
and Disaster Planning,  
University of North Texas

## Professional Certifications

American Institute of Certified  
Planners (AICP) No. 027321  
Project Management  
Professional (PMP) No.  
2087374  
TxDOT Local Government  
Project Procedures (LGPP)  
No. 82643

## TxDOT Pre-Certifications

1.2.1, Systems Planning;  
1.3.1, Subarea/Corridor  
Planning;  
1.4.1, Land Planning /  
Engineering;  
1.5.1, Feasibility Studies



and acquisitions. His work includes locating property owners to obtain temporary construction licenses and easements. His background in transportation planning and design allows him to educate property owners on the project and acquisition process to obtain the necessary signatures to continue with construction.

## Key Projects

### Feasibility Studies, Alternative Analyses, & Preliminary Engineering

- Work closely with the client and technical experts to analyze different thoroughfare options and make recommendations.
- Identify environmental constraints and mobility and congestion issues.
- Evaluated local and regional connectivity and developed criteria to weigh alternatives.
- Developing typical section alternatives.
- Create and implement public involvement efforts.
- Develop short- and long-range implementation plans and develop cost estimates.

### City Fort Worth, TX – West 7th Street Complete Street Study & Design, Project Manager

- Conducted a complete street and urban design study focused on redeveloping West 7th Street to incorporate urban design and place-making elements such as safety, walkability, and multiple modes of transportation.
- Facilitated stakeholder and public engagements throughout the planning process.

### Rockwall County, TX – Bicycle Master Plan, Project Manager

- Developed a Bicycle Master Plan that the County could use as a guide for future roadway development.
- Coordinated with public agencies and stakeholders to collect data as well as discuss issues that may directly or indirectly affect future roadway development.
- Provide progress updates to the Commissioners Court and members of the County's Transportation Consortium.

### City of Denton, Hickory Creek Road Feasibility Study & Design, Project Manager

- Directed a multidisciplinary engineering and planning team towards completing a routing study and design of Hickory Creek Road, a five-mile roadway in Southern Denton, TX.
- The scope included a feasibility study; travel demand modeling, drainage design, schematic design, PS&E, bridge gateway design, public involvement, environmental clearance, survey, ROW acquisition, and utility relocations.

### City of Richardson, TX – Solid Waste Management Master Plan, Deputy Project Manager

- Analyzed the City's existing solid waste management system and defined future solid waste management needs.
- Evaluated recycling program options and their costs and impacts on the program.

### City Fort Worth, TX – 2018 Transportation Bond Program, Project Manager

- Led a team of engineers and designers to formulate a list of recommended transportation projects for the anticipated 2018 Bond Program.
- Evaluated the City's transportation system and land-use patterns; prepared planning-level schematic layouts; evaluated project feasibility and benefits; estimated total project costs, and provided preliminary recommendations for the prioritization of potential projects.
- Facilitated internal stakeholder engagement throughout the planning process.

### City of Amarillo, TX – Martin Road Playa Improvements, Facilitation Task Lead

- Lead the public engagement process that included a neighborhood "listening session" and a series of open house-style feedback meetings.
- The purpose of the engagement was to collect input for four playa lake park designs that include open space, sidewalk and roadway improvements, lighting, and park amenities such as picnic tables, gazebos, and fishing amenities.

### Various Clients - Water System Vulnerability Assessments & Emergency Response Plans, Deputy Project Manager

- Prepared Emergency Response Plans for municipalities across the U.S. using FEMA standards and methodologies.

- Assessed the impacts of a physical or manmade disaster on the community and physical infrastructure, including environmental and financial.
- Led information workshops and tabletop exercises using different scenarios to better plan for a disaster.

**City of Richardson, TX – East Arapaho Redevelopment Study, Infrastructure Task Lead**

- Identified the existing infrastructure (e.g. roadway and utilities) capacity and determine the impacts from new development.
- Conducted stakeholder meetings with property owners, business owners, and City staff.

**City of Austin, TX – East Riverside Drive Corridor Study, Bicycle & Pedestrian Task Lead**

- Worked with the City of Austin to develop a plan to create a multimodal corridor that would encompass bicycle lanes, pedestrian improvements, and passenger rail.
- Analyzed the compatibility of different types of bicycle facilities and pedestrian improvements, and determine how they would interact along East Riverside Drive as well as its surrounding street network.
- Developed a short-, medium-, and long-range implementation plan that the City would use to develop East Riverside Drive.

**ALDOT, Mobile River Bridge Bicycle & Pedestrian Study, Bicycle & Pedestrian Task Lead**

- Identified and analyze potential bicycle and pedestrian routes across the Mobile River in Alabama.
- Developed alternatives that included a shared-use path on the proposed Mobile River Bridge and converting the existing Bankhead Tunnel into a bicycle and pedestrian facility.
- Evaluated Mobile's existing street network to identify potential bicycle linkages and connections into Downtown Mobile.
- Developed typical sections, planning-level designs, and an alternatives matrix which were incorporated into a final report.

**TxDOT, Interstate Access Justification Reports, Task Lead**

- Responsible for leading and managing over 25 IAJR studies for segments of major interstates within Texas. An IAJR is a planning and engineering document required by FHWA to assist them with making informed decisions on requests for new or modified access to the interstate system. Approvals have been beneficial to the communities the Interstates reside in as the proposed projects help improve operational efficiency and reduce congestion and accidents. IAJRs include a corridor evaluation of the traffic and geometric design of the Interstate segment as it relates to the alternatives of the proposed design. IAJRs require the development of traffic data; evaluations of existing and future socioeconomic data, land uses, traffic circulation patterns, and safety data; assessment of state and local mobility plans, TDM and TSM strategies; and determining the corridors existing and projected level of service.

**City of Hillsboro, TX Pre-Visioning and Community Snapshot, Project Manager**

- Lead a team of economists to develop an Economic Base Analysis (EBA) to identify socioeconomic and market trends.
- Conducted a review of available city operations information and interviewed individual staff and stakeholders.
- Facilitated a ½-day planning workshop with the City Manager and Staff Leadership.

**City of Hillsboro, 2022-2027 Strategic Plan, Project Manager (In Progress)**

- Lead a series of surveys and community input meetings to collect information for a community-based Plan.
- Facilitated a 1½-day workshop with Council and Staff Leadership to develop a mission statement, core values, community vision, SWOT analysis, gap analysis, and develop goals.
- Work with the City to identify short- and mid-term strategies and actions over the next 3-5 years.

**City of Waco, TX 19th Street and J. H. Hines Elementary SRTS Property Acquisitions, Task Lead**

- Responsible for locating and meeting with property owners to obtain signatures for temporary construction licenses and easements.
- Coordinate with City staff regarding acquisitions status and project updates.

A powerful communicator, skilled in preparing compelling narratives for both public engagement and competitive grant writing. Successful in fostering positive relationships with and among community organizations / groups.

Experience in managing effective workflow processes and procedures, with demonstrated capability in meeting and exceeding project and program requirements.

Focused on bridging local governments and public service utilities with community building resources, promoting economic development opportunities, and bringing projects to fruition.



### Expertise

**Grant Services** – Utilizing exceptional communication skills, Brooke supports both grant application processes and effective post-award administration on behalf of local governments, municipal utility districts, and water supply corporations. Her strict organizational methods promote on-time reporting, along with thorough narratives that result in expedited approvals and reimbursements, critically important to communities dependent upon revenue relief.

**Structural Analysis and Change Management** – Ability to develop, implement, and communicate effective strategies to optimize structural efficacy within organizations, with a focus on productivity, ingenuity, innovation, consistency, and increased positivity among personnel, along with recognition of the impacts of organizational change.

**Quality Assurance** – As a former QA Specialist, Brooke's experience includes monitoring, inspecting, and proposing measures to correct or improve processes. Brooke excels at analyzing procedures to ensure quality standards are met, including compliance with stringent State and Federal guidelines.

**Organizational Leadership** – Facilitates organizational workgroups and leads planning processes to address challenges in internal communication, information sharing, and workflow management in order to develop solutions for identified areas of concern.

**Public Engagement** – With a strong background in public service and local government, Brooke's unique understanding of the dynamics of public communication allows her to foster high levels of stakeholder participation, even in challenging environments. She can effectively engage groups, diffuse conflicts, and achieve resounding consensus.

### Key Projects

#### City of Waco

- TxDOT Safe Routes to School – JH Hines Elementary
- TxDOT TASA Elm Ave. Sidewalks

#### City of Moody

- TxCDBG Water Main and GST Rehabilitation

#### City of Hillsboro

- TWDB Industrial Park Water Improvements
- Strategic Planning
- TxDOT SRTS Sidewalks

#### City of Granger

- TxDOT SRTS K-8

#### City of Troy

- TxDOT SRTS Raymond Mays Middle School

### Education

BA in General Studies, Texas A&M University, Commerce

### Professional Certifications

TDA CDBG Contract Administration

A dynamic team leader, innovator, and project management expert with extensive municipal and water supply corporation experience. Highly effective large- and small- scale project coordinator with strong business acumen, guiding strategic approaches to planning, procurement and leveraging capital finances.

Able to expedite project completion and streamline submittals, maximizing reimbursement for publicly-funded projects. Wide-ranging technical experience in all facets of water/wastewater engineering and design, as well as technological innovation in gas treatment and odor control.



### **Expertise**

**Project Management** - An accomplished leader in design, construction management, and environmental services in the municipal and facility market sectors. More than 20 years of management and implementation of water/wastewater treatment and conveyance, gas treatment, odor control, and equipment/structure design and fabrication. Direct, hands-on experience on 25 gas facility projects, over 50 water/wastewater treatment plants, and more than 100 pumping system-related infrastructures.

A history of exceeding benchmarks for project timelines and deliverables while clearly and thoroughly advising project stakeholders, ensuring regulatory compliance, and evaluating operational and financial impacts to help clients achieve long-term success, sustainability, and resilience.

Proven effectiveness in multi-discipline, design team leadership, and coordination of high-performance-level collaboration, fostering innovation and enhanced productivity. Responsible for technical oversight, design, and construction management for critical community infrastructure projects.

### **Key Projects**

#### **Water Systems**

- Water System and Drainage Study - Sweeny, Texas
- 36-Inch Waterline Replacement, Hwy 317/W. Adams - Temple, Texas
- Water Pressure Study, Bell County Jail - Belton, Texas
- 41st Street to 57th Street/Ave R. to Ave. Z Water and Wastewater Rehabilitation - Temple, Texas
- Water Treatment Plant 1 Rehabilitation - Schertz-Seguin Local Government Corporation (SSLGC)
- Raw Water Intake, Water Treatment Plant, and Pumping System Improvements - Greenshores on Lake Austin
- Moffat WSC Standpipe Booster Pump Station - Moffat, Texas
- Segment 1 of the City of Austin's IH-35 36-inch Water Transmission Main - Austin, Texas
- Bluebonnet WSC Water Treatment Plant Rehabilitation & Solids Handling Improvements - Bell County, Texas
- City of Marble Falls Water Treatment Plant Modifications - Marble Falls, Texas
- Phase V Water Treatment Plant Expansion - Round Rock, Texas
- Horseshoe Bay West Elevated Tank - Horseshoe Bay, Texas
- Beacon Hill Elevated Storage Tank - Buda, Texas

### **Education**

Bachelor of Science in Civil Engineering, Chi Epsilon Member, University of Texas at Austin, 2000

### **Post Graduate/Advanced Courses**

Hydraulics, Structures, Water/Wastewater Treatment, Air Pollution, Hazardous Waste Management

### **Professional License**

Professional Engineer  
State of Texas, No. 94706

- Bundrant Elevated Storage Tank – Killeen, Texas
- Aqua Texas Woodcreek Phase I & II Water System Improvements – Wimberley, Texas
- Texas A&M University Water Systems Master Plan - College Station, Texas
- Water Transmission Main Analysis – Schertz-Seguin Local Government Corporation (SSLGC)
- East Avenue 48-inch Waterline Relocation – Austin, Texas
- City of Harker Heights FM 2410 16-inch Waterline – Harker Heights, Texas
- City of Killeen Lake Road Waterlines – Killeen, Texas
- Oakridge Booster Pump Station Improvements - San Marcos, Texas
- Aqua Texas H<sub>2</sub>S and Methane Removal System – Weatherford, Texas
- Aqua Texas Radium Removal System – Comfort, Texas
- Water Treatment Plant Rehabilitation – Marlin, Texas

### **Wastewater Systems**

- 1.5 MDG Lift Stations and Wastewater Treatment Plant Expansion - Gatesville, Texas
- 3.0 MGD Wastewater Treatment Facility and Interceptor, Whisper Valley - Austin, Texas
- Walnut Creek Wastewater Treatment Plant 75 MGD Expansion – Austin, Texas
- Zacate Creek Wastewater Treatment Plant Rehabilitation – Laredo, Texas
- Ribelin Ranch Lift Station – Austin, Texas
- Grandview Hills Lift Station – Austin, Texas
- Teravista Lift Station – Round Rock, Texas
- Sludge Handling Improvements — Bryan, Texas
- Odor Control Improvements – College Station, Texas
- San Antonio Water System (SAWS) Wastewater Master Plan — San Antonio, Texas
- Longhorn Village Lift Station — Austin, Texas
- Concordia University Lift Station — Austin, Texas
- Cielo Lift Station — Austin, Texas
- Block 21 Storm Water Pump Station — Austin, Texas
- Colina Vista Lift Station - Austin, Texas
- Shops at Sunfield Lift Station – Buda, Texas
- Water Oak at San Gabriel Lift Station – Georgetown, Texas
- 12 MGD Headworks Rehabilitation – College Station, Texas
- Sludge Aeration Systems – College Station, Texas
- Drop-in Aeration Systems – Temple-Belton Wastewater Treatment Plant
- Screening Improvements – Mart, Texas

### **Other Project Experience**

- Tower Access Drive/Creek Crossing, Bell County Jail - Belton, Texas
- Texas Department of Rural Affairs Disaster Recovery Program – Hurricane Ike
- City of Austin Landfill Rehabilitation — Austin, Texas
- Environmental Remediation – Austin, Texas
- Indian Trail Reconstruction and Waterline - Harker Heights, Texas
- Landfill Gas Treatment System – Rockford, Illinois

Over 21 years' experience encompassing water and wastewater treatment, water distribution, wastewater collection, street and drainage improvements, master planning and other municipal projects. Justin has composed and led teams of engineers and engineering sub-consultants and has designed projects for several municipalities in the Central Texas Region, the Texas Panhandle, and Pennsylvania.

Justin is experienced in project management in both the public and private sector, with notable expertise in state and local regulatory processes and permitting.



### Expertise

**Water/Wastewater Treatment Plants** – Expertise in plant assessment and upgrading efficiencies. Extensive experience designing and troubleshooting many of the supporting systems in these plants including on-site chlorine generation, chemical feed systems, blowers and aeration equipment, lifting and pumping facilities, storage facilities, and control valve systems. Possesses a thorough understanding of municipal water and wastewater operations and relevant state and local regulations having years of advisory experience serving municipal leaders and water facility operators.

**Infiltration and Inflow Reduction (I&I)** – Team leader on projects with municipalities to reduce storm water-induced I&I into their sewage collection systems. Strong experience with scoping and planning for an I&I study tailored to the needs of the individual municipality. Has developed and analyzed models based on the information gathered in the study making recommendations for various projects and prioritizing the work to maximize the I&I reduction with the least amount of capital invested.

**Reclaimed Water** – Strong skills in planning, reviewing, and designing reclaimed water systems. Current on TCEQ guidelines and regulations relating to these systems. Experience has led to efficient designs that minimize tank storage and maximizing reclaimed water usage.

**NPDES/TPDES/TLAP Permitting** – Prepared numerous wastewater permits for discharge to waters of the state and land application. Permits required coordination with the municipality and the TCEQ. Worked with his clients to successfully defend against excessive permit limits for nutrients and metals.

### Key Projects

#### Wastewater Treatment Plants

- City of Jarrell Wastewater Treatment Plant Expansion
- City of Martindale, Study and Preliminary Design for Expansion
- Fort Bend County MUD No. 146, Expansion
- City of Austin, Taylor Lane Waste Water Treatment Plant
- Round Rock TX, Brushy Creek West, Waste Water Treatment Plant Rehabilitation
- Abington Township PA, WWTP Rehabilitation
- Limerick PA, Sewer Engineer of Record, Rehabilitation
- City of Memphis TX, Constructed Wetlands Design, & Reclaimed Water Permits
- Spring TX, Harris County Improvement District No. 18, Expansion

### Education

BS, Civil Engineering,  
Texas A&M University, 2000  
MS, Technology  
Management  
Villanova University, 2009  
MS, Water Resources and  
Environmental Engineering  
Villanova University, 2010

### Professional Licenses

Professional Engineer  
State of Texas, No. 94772

- Hart TX, City of Hart, Lagoon Construction and Rehabilitation
- Chadds Ford PA, Tertiary Filtration Evaluation, Equalization Tank Design
- City of Lefors TX, Screw Pump Rehabilitation and New Clarifier Design
- Pocono Township PA, Stone Row Development WWTP, Lagoon WWTP & Spray Irrigation Design
- Phoenixville PA, Phoenixville Borough Anaerobic Digester Rehabilitation

**Lift Stations and Forcemains**

- City of Jarrell 1St and Double Creek Lift Stations
- City of Pflugerville TX, Verona Lift Station Design Review
- Houston TX, Fort Bend County MUD No. 146, Influent Lift Station Rehabilitation
- Chadds Ford Township PA, Multiple Lift Station and Forcemain Evaluations
- Upper Saucon Township PA, Lift Station Design
- Thornbury Township PA, 7,500 linear feet of 2"-4" Low Pressure Sewer Design
- Penn Township PA, Chester County Intermediate Unit, 10,000 Linear Feet Low Pressure Forcemain and 0.060 MGD Lift Station
- City of Hutto TX, Enclave Lift Station with 14,200 linear feet of 20" Forcemain Design

**TPDES Permits**

- City of Blanco Water Treatment Plant (new)
- City of Blanco Wastewater Treatment Plant (major amendment)
- Fort Bend County MUD No. 206 Wastewater Treatment Plant (major amendment, renewal)
- City of Pflugerville, Lake Pflugerville Water Treatment Plant (renewal)
- City of Pflugerville, New Sweden Wastewater Treatment Facility (renewal)
- City of Pflugerville, Upper Gilleland Creek Wastewater Treatment Facility (renewal)
- City of Vega, Wastewater Treatment Plant (major admendment)

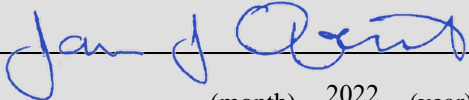




## Appendix B – Proposal

**Submittal Checklist: (To determine validity of proposal)**

- Appendix B must be included in the proposal submittal
- Appendix C Conflict of Interest Form must be included in the proposal submittal.
- HB 89 Verification Form
- Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- n/a Confidentiality/Non-Disclosure Agreement
- n/a Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.			
<b>RFP Number:</b>	2021-58		
<b>Project Title:</b>	Grant Writing and Management Services		
<b>Submittal Deadline:</b>	January 28, 2022 at 2:00pm		
<b>Proposer's Legal Name:</b>	MRB Group, P.C.		
<b>Address:</b>	303 W. Calhoun Ave.		
<b>City, State &amp; Zip</b>	Temple, TX 76501		
<b>Federal Employers Identification Number #</b>	16-1242288		
<b>Phone Number:</b>	254-771-2054	<b>Fax Number:</b>	n/a
<b>E-Mail Address:</b>	info@mrbgroup.com		
<b><u>Proposer Authorization</u></b>			
<p><b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</b></p> <p>Printed Name and Position of Authorized Representative: <u>James J. Oberst, P.E., LEED AP, Executive V.P./C.O.O.</u></p> <p>Signature of Authorized Representative: <u></u></p> <p>Signed this <u>1st</u> (day) of <u>April</u> (month), <u>2022</u> (year)</p>			

## Appendix C – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

**THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council; and
4. Directors of the City of Manor who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

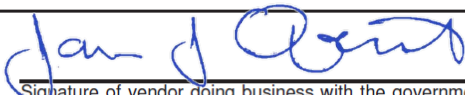
1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. *The Department is required by law to post the statements on the City's website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NO KNOWN CONFLICTS

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.  <div style="text-align: center;">N/A</div>		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.  <div style="text-align: center;"> N/A  <hr style="width: 50%; margin: 0 auto;"/> Name of Officer </div>		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  <div style="margin-left: 40px;"> A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?   <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <div style="margin-left: 40px; margin-top: 20px;"> B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?   <input type="checkbox"/> Yes      <input type="checkbox"/> No </div>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;">   <hr style="width: 80%; margin: 0 auto;"/> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> 4/1/2022  <hr style="width: 80%; margin: 0 auto;"/> Date </div> </div>		

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## House Bill 89 Verification Form

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

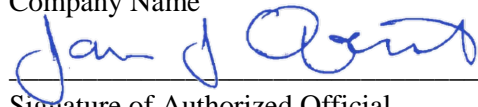
- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) James J. Oberst, P.E., LEED AP, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

MRB Group, P.C.

Company Name



Signature of Authorized Official

Executive V.P./C.O.O.

Title of Authorized Official

4/1/2022

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 24.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-866700

Date Filed:  
03/30/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
MRB Group, P.C.  
TEMPLE, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Manor

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
RFP 2021-58  
Grant Writing and Management Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Davis, William	Rochester, NY United States	X	
	Reed, AIA, Tanya	Temple, TX United States	X	
	Sciarrone, P.E., Robert A.	Rochester, NY United States	X	
	Chatfield, P.E., Paul R.	Rochester, NY United States	X	
	Nicoletta, P.E., Patrick A.	Rochester, NY United States	X	
	Doyle, P.E., David M.	Rochester, NY United States	X	
	Oberst, P.E., James J.	Rochester, NY United States	X	
	Colvin, P.E., Ryan T.	Rochester, NY United States	X	

**5 Check only if there is NO Interested Party.**

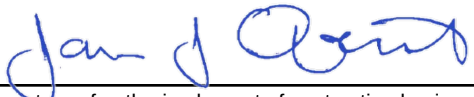
**6 UNSWORN DECLARATION**

My name is James J. Oberst, P.E., LEED AP, and my date of birth is xx-xx-xxxx.

My address is 145 Culver Rd., Suite 160, Rochester, NY, 14620, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Monroe County, State of New York, on the 1st day of April, 20 22.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# **MRB** | *group*

303 W. Calhoun Ave.  
Temple, TX 76501  
P 254-771-2054  
[www.mrbgroup.com](http://www.mrbgroup.com)

January 25, 2022

Scott Dunlop  
Interim City Manager  
City of Manor  
PO Box 387  
Manor, TX 78653

**Re: RFP 2021-58 Grant Writer and Management Services**

Dear Mr. Dunlop,

Please accept the enclosed proposal in response to the City of Manor's request for proposal for grant writer and management services.

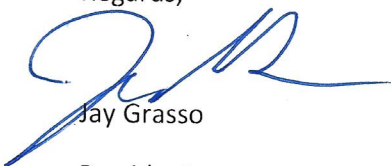
You will note from the enclosed proposal that G&G Municipal Consulting and Grant Writing has helped municipalities secure over \$100 million in grants and \$200 million in low to zero percent loans. These funds have helped communities upgrade their infrastructure through Federal grants like USDA and FEMA as well as State grants such as Community Block Development Grants, etc. Many grants are state and county specific, so we work to identify, qualify, and apply for applicable and relevant grants within our client's home state.

G&G Municipal Consulting and Grant Writing incorporated in 2014 and now serves municipalities around the country. Enclosed are a few references and would be happy to provide more upon request. Recently, G&G was contracted for grant writing and administration services by the Town of Lindsay, Texas.

Service is our central core value, and we consider it an honor and privilege to serve communities upgrade their infrastructure, obtain clean water, manage waste, revitalize their main streets/downtowns and parks. We love what we do and look forward to the opportunity to build a long-term relationship that will identify, apply for, and administer funding opportunities with the City of Manor. We would welcome the chance to meet with you over ZOOM or video chat and present our qualifications for your proposed request.

Thank you for your consideration!

Regards,



Jay Grasso

President  
Office: 585-368-8866  
Direct: 585-703-0920  
Jay@GGProcess.com



## 1. Qualifications and Company Overview

Incorporated in 2014, G&G Municipal Consulting and Grant Writing has written and administered grants totaling over \$100,000,000 and over \$200,000,000 in low/zero percent interest loans. The grants and low/zero interest loans that we facilitate are wide ranging from USDA, FEMA, Consolidated Funding Applications (CFA), to Community Block Development Grants (CDBG), State specific grants and more. Although, state specific grants vary by state, we are adept and proficient at grant research, discovery, and the writing process so we are sure to take advantage of all relevant grant and funding opportunities that apply to our client municipality.

We serve many municipalities and governmental agencies not only in New York but also Texas, Arkansas, Pennsylvania, Colorado, Illinois, and other states. Our municipal services span from grant writing to administering. We offer additional survey services that are specifically geared towards municipal entities that are challenged with qualifying for grants based on their median household income (MHI) and low/moderate income (LMI) scores found through the American Community Survey (ACS). In most cases, our survey efforts can qualify a municipality as grant eligible where they may not have qualified before. This is a service unique to G&G Municipal Consulting and Grant Writing.

G&G founder and president, Jerome “Jay” Grasso will be the principal contact. His contact information is:

Jay Grasso (President)  
Direct: (585) 703-0920  
Email: [Jay@GGProcess.com](mailto:Jay@GGProcess.com)

We have 3 full-time employees and 3 part-time. Here is a list and overview of the staff that will be dedicated to work with the City of Manor:

### **Jerome “Jay” Grasso (President):**

Jay is the president and founder of G&G Process Services Inc. (DBA G&G Municipal Consulting and Grant Writing). Jay works directly with all municipal clients. He provides research, writing and administration of grants, and facilitates low/moderate income (LMI) and Moderate Household Income (MHI) surveys.

### **Jennifer Essig (Executive Assistant):**

Jenn is our executive assistant. She is highly motivated and organized. She acts as G&G’s compliance and human resources officer, ensuring that all federal and state mandates are met as it relates to our employees and municipal relationships. Jenn maintains the security and storage of all files (both electronic and paper).

**Jillian Cordts (Grant Writer/Administrator and Marketing):**

Jillian brings to our team financial and compliance experience along with track record of working across private, public, and governmental lines to strategically facilitate and coordinate projects. Her strong marketing background has been valuable in grant writing process and creating a compelling statement of need for grant eligibility.

**Debra DeLong (Grant Writer/Administrator):**

Deb is our lead grant writer. With a background in private sector finance, Deb is incredibly detail oriented and exceptional with complicated financial forms. This is essential in grant administration where compliance is imperative.

Enclosed you will find resumes corresponding to the above individuals.

## 2. Qualifications and Experience

G&G Municipal Consulting and Grant Writing has written and administered grants totaling over \$100,000,000 and over \$200,000,000 in low/zero percent interest loans.

**a. Experience in writing Federal Grant Applications to include FEMA.**

**Answer:** The grants and low/zero interest loans that we facilitate are wide ranging from USDA, FEMA, Consolidated Funding Applications (CFA), to Community Block Development Grants (CDBG), State specific grants and more. Although, state specific grants vary by state, we are adept and proficient at grant research, discovery, and the writing process so we are sure to take advantage of all relevant grant and funding opportunities that apply to our client municipality.

**b. Past experience in managing federal and state funded local construction projects and public programs.**

**Answer:** We are based in New York State and serve many municipalities and governmental agencies all around New York, but we also have many municipal clients in Texas, Arkansas, Pennsylvania, Colorado, Illinois, and other states. Our municipal services span from grant writing to administering. Below you will find a table of a few of our past clients and the project we have managed for them.

We offer additional survey services that are specifically geared towards municipal entities that are challenged with qualifying for grants based on their median household income (MHI) and low/moderate income (LMI) scores found through the American Community Survey (ACS). In most cases, our survey efforts can qualify a municipality as grant eligible where they may not have qualified before. This is a service unique to G&G Municipal Consulting and Grant Writing. G&G Municipal Consulting and Grant Writing has been helping and assisting municipalities successfully seek, obtain, and acquire funding from grants to low/zero interest loans since before it was incorporated in 2014. One key differentiator in creating grant eligibility is our income surveys that identify economic hardship.

Below are two lists of client municipalities where G&G Municipal Consulting and Grant Writing has; 1, conducted an income survey and written the grant application, and 2, conducted an income survey that enabled the municipality's own grant writer(s) to write successful applications. Also included are the award amounts and project scope.

**Income Survey, Grant Writing, and Administration**

Municipality	Grant(s)/Zero Interest Loan	Project Scope	Amounts
Town of Ripley, NY	Community Development Block Grant, Downtown Revitalization Grant	Sewer, Sidewalks, Drainage, etc.	Grant: \$850,000 Loan (0%): \$1,500,000
Town of Adams, NY	USDA Rural Development	Water	Grant: \$850,000 Loan (0%): \$450,000
Town of Snowhill, NC	FEMA SAFER	LED sign	Grant: \$50,000
Town of Dryden, NY	Community Development Block Grant, Public Infrastructure Grant	Sewer, Sidewalks, Roadways, etc.	Grant: \$1,250,000 Loan (0%): \$2,000,000
Town of Schuyler, NY	Community Development Block Grant, Public Infrastructure Grant	Water revitalization	Grant: \$1,250,000 Loan (0%): \$4,000,000
Village of Oakfield, NY	Downtown Revitalization Grant	Sewer, Sidewalks, and Storm water	Grant: \$3,000,000 Loan (0%): \$3,000,000
LeRay, NY	Community Development Block Grant, Public Infrastructure Grant	Water revitalization	Grant: \$1,250,000 Loan (0%): \$2,000,000
Magnolia, IL	Unsewered Communities Grant, Downtown Revitalization	Sewer	Grant: \$30,000
Byron Volunteer Fire Department	FEMA AFG	Brush Truck	Grant: \$96,000

**Income Survey ONLY**

Municipality	Project Scope	Amounts
Town of Constantia, NY	Storm sewer, Drainage, Roadway	Grant: \$20,000,000 Loan (0%): \$10,000,000
Last Bridge Village, AR	Sewer	Grant: \$1,250,000
Covington, PA	Sewer	Grant: \$1,000,000

**3. Disclosure of Other Clients**

There are no known impact nor conflicts that would impact G&G Municipal Consulting and Grant Writing's interest or involvement with the City of Manor, Texas.

#### 4. References

- **Village of Oakfield, NY**  
37 Main St Oakfield, NY 14125
  - Mayor (former): Jason Armbrewster  
Phone: 585-590-0346  
Email: [jarmbrewster@yahoo.com](mailto:jarmbrewster@yahoo.com)
  - EFC Sewer Grant \$955,000.00
  - MHI/LMI survey responsible for over \$1,000,000 in funding
  - 3 years of service
  
- **Village of Rushville NY**  
PO Box 51 Rushville, NY 14544
  - Village Clerk: Joanne Burley  
Phone: 585-554-3415  
Email: [clerk@villageofrushville.com](mailto:clerk@villageofrushville.com)
  - \$1,000,000 grant from CDBG
  - 3 years of service
  - Successful MHI/LMI survey
  
- **Village of South Corning NY**  
7 Clark St. Corning, NY 14830
  - Mayor: Jim Thomas  
Phone: 607-936-3642  
Email: [jimthomas@stny.rr.com](mailto:jimthomas@stny.rr.com)
  - 3 years of service
  - \$3,000,000 successful sewer grant
  - Successful MHI/LMI survey
  
- **Town of Schuyler NY**  
2090 Rt.5 Schuyler, NY 13502
  - Supervisor: Anthony Lucenti  
Phone: 315-733-7458  
Email: [supervisor@townofschuyler.org](mailto:supervisor@townofschuyler.org)
  - Successful \$1,250,000 CDBG
  
- **Village of Cape Vincent, NY**  
112 E Broadway St, Cape Vincent, NY
  - Mayor: Jerry Golden  
Phone: 315-654-2533

Email: Bufferzone2@yahoo.com

- Applied for \$10,000,000 NYS DIR Grant
- Received a call back for 2nd presentation the state and will reapply after COVID crisis

\*\*Many more references are available upon request.

## 5. Approach (Scope of Work)

- Determine available grant or fundraising opportunities for each project.
- Evaluate grants including but not limited to identifying the pros and cons and additional conditions that must be met by the City to satisfy the grant conditions. For example, insurance, minority hiring and wage requirements. We meet with stakeholders and decision makers to get a clear picture of the needs, expectations, and familiarize ourselves with the overall landscape of the municipality to help us vet and qualify funding opportunities and resources.
- Keep Staff updated on possible fundraising opportunities on a timely basis, including grant deadlines and reporting requirements. We lean heavily on communication! To work around the obstacle that is distance, we utilize Zoom and email to communicate with our clients. If ever the need arises for in-person meetings we will facilitate that. We are diligent and proactive in our communication with our clients in all phases of the grant/funding process.
- Write and administer applicable state, federal, or local grants. State specific grants vary by state, we are adept and proficient at the grant writing process, and we would be in communication with our contacts at the City of Manor to ensure we are gathering and providing all necessary and required items for the best grant award outcome.
- Seek support letters or resolutions to include in grant applications. We will contact all the necessary parties for support letters and/or resolutions required for grant and funding applications. To make things more efficient and streamlined, we can also provide templates for ease facilitation.
- Work with Staff and attend meetings as needed for good team communication. As mentioned above, we work with municipalities across the United States making regular in-person meetings a challenge, so we depend on modern technology and Zoom. We will attend virtually all meetings that we are asked to attend and if the need arises for an in-person meeting, we can schedule and make the necessary arrangements.
- Assist with grant reporting as needed. We will also provide any report upon request.



- Provide guidance on the projects on how to seamlessly integrate fundraising opportunities with construction or project timelines. Having the years of experience in this area, we are not only familiar with the traditional process but are also aware of things that could happen, therefore, are equipped to guide our clients through the whole process and project phases.
- Public Meetings – We are happy to attend all scheduled meetings virtually and if the need arises where our presence is required in-person we can make special arrangements.

Optional Services –We offer other services and are willing to provide proposals upon request. One of those specialized services in our income surveys which has proven to increase grant eligibility for municipalities.

## 6. Communication

The first matter of business will be to set up discovery meetings. In these meetings we will determine the needs and expectations of the City of Manor, identify each stakeholder, understand the timeline and landmarks, then create an action plan. During this discovery meeting will determine the preferred communication method and frequency of the stakeholders.

We are equipped with email, Zoom, telephone conferencing, etc. to deliver communication in any preferred format. We use these various formats to gather and share pertinent information and/or reports.

As mentioned, we work with municipalities across the United States making regular in-person meetings a challenge, so we depend on modern technology and Zoom. We will attend virtually all meetings that we are asked to attend and if the need arises for an in-person meeting, we can schedule and make the necessary arrangements.

## 7. Fees

- a. The firm shall submit an estimated total number of hours and estimate fees to complete the discreet tasks identified in the Scope of Intent.

**ANSWER:** Due to the nature of this industry there may be weeks that only demand 5-10 hours and other weeks that demand 20-30 hours or more. To answer this fluctuation, we charge a flat fee. See fee brake down below.

- b. Travel to and within Travis County is not reimbursable.

**ANSWER:** We do not foresee incurring travel expenses.

- c. Reimbursement is permitted for certain meals, printing, and travel outside of Travis County, if required. The submitter shall include a not to exceed amount for reimbursements.

**ANSWER:** The flat fee includes all miscellaneous expenses.

- **Grant writing annual fee for service**

- **\$37,500.00** per year
- Fee paid in 4 quarterly installments
- Grant research
- Grant writing\*
- Monthly (Zoom) meeting with elected officials and/or department heads
- Monthly status report to the municipality
- Strategy sessions and other meetings as needed

- **Grant administration fee for service**

- All grant administration fees paid to G&G will be the statutorily allowed limits (as set forth by the funding entities) for the successful grant
- These fees will be covered by the grant funds and **NOT** from municipality's budget
- Where administrative costs are not covered by the grant award, G&G will provide administration services at \$145 per hour. G&G will provide an estimate of hours required to administer a particular grant for pre-approval to the municipality.

- **G&G guarantee**

- If the State of Texas does not open its grant application windows (i.e., pandemic, disaster, etc.) in the current year, G&G will **NOT** charge for State grant writing services in the following year

- **Rates for any optional work products**

- **Answer:** \$145 per hour for any services performed outside of the scope of the contract.

\* For standard grants not exceeding 65 hours per application; Unlimited number of standard grants.

## Appendix B – Proposal

**Submittal Checklist: (To determine validity of proposal)**

- Appendix B must be included in the proposal submittal
- Appendix C Conflict of Interest Form must be included in the proposal submittal.
- HB 89 Verification Form
- NA Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- NA Confidentiality/Non-Disclosure Agreement
- NA Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.			
<b>RFP Number:</b>	2021-51		
<b>Project Title:</b>	Grant Writing and Management Services		
<b>Submittal Deadline:</b>	January 28, 2022 at 2:00pm		
<b>Proposer's Legal Name:</b>	G&G Process Services, Inc		
<b>Address:</b>	PO Box 39		
<b>City, State &amp; Zip</b>	Spencerport, NY 14559		
<b>Federal Employers Identification Number #</b>	472424444		
<b>Phone Number:</b>	585.368.8866	<b>Fax Number:</b>	
<b>E-Mail Address:</b>	jay@ggprocess.com		
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: <u>Jay Grasso, President</u>			
Signature of Authorized Representative: _____			
Signed this <u>25</u> (day) of <u>January</u> (month), <u>2022</u> (year)			

## Appendix B – Proposal (continued)

### I. **REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:**

#### 1. **Proposed Products and/or Services**

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

#### 2. **Cost of Proposed Products and/or Services**

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based on an hourly rate for providing services consistent with the Project Scope of Work #1 and Project Scope of Work #2.

#### 3. **Term of Contract and Option to Extend**

Any contract resulting from this RFP shall be effective **for one (1) year from date of award.** The City the contract may be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract month to month. To exercise this option, the City shall serve notice 30-days prior to contract termination or to the end of any one-month extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

#### 4. **Proposer's Experience / Staff**

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the

business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 7 \_\_\_\_\_; and the number of employees: 5 \_\_\_\_\_.

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.
- E. Confidentiality/Non-Disclosure Agreement: The Proposer shall attach to its proposal its recommended confidentiality and non-disclosure agreement that will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Proposer may have access. A successful Proposer shall be required to modify any such agreements so that they are applicable to Proposer's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney's Office.

**5. References**

Proposer shall provide Three (3) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: Village of Oakfield, NY	
Contact Name: <b>Jason Armbrewster</b>	Contact Title: <b>Mayor</b>
Phone: 585-590-0346	Email: jarmbrewster@yahoo.com
Date and Scope of Work Provided: <b>3 Years; Grant writing, administration, and income surveys</b>	

Reference #2:

Client / Company Name: Village of Rushville, NY	
Contact Name: <b>Joanne Burley</b>	Contact Title: <b>Village Clerk</b>
Phone: 585-554-3415	Email: clerk@villageofrushville.com
Date and Scope of Work Provided: <b>3 Years; Grant writing, administration, and income surveys</b>	

Reference #3:

Client / Company Name: Village of South Corning, NY	
Contact Name: <b>Jim Thomas</b>	Contact Title: <b>Mayor</b>
Phone: 607-936-3642	Email: jimthomas@stny.rr.com
Date and Scope of Work Provided: 3 Years; Grant writing, administration, and income surveys	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal\_\_\_ (does)\_\_\_ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Proposers List registration number:\_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number:\_\_\_\_\_.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: #\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.



- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

## 2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that Proposer holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

## 3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Proposer is also required to comply with any Professional Liability Insurance requirements set forth by the laws of the State of Texas. Failure to do so will result in a "non-responsive" designation for the bid.
- B. **Indemnification**: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER  
FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of (*Vendor Name*), (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

**Grant Writing and Management Services**

Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits *ex parte* communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to

develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with Other Laws and Certification of Eligibility to Contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs

or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City’s workers’ compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor’s employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City’s workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City’s request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City’s disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City’s immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party’s right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code §2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide

said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

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

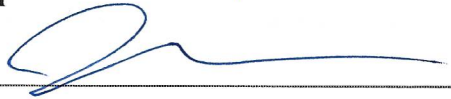
The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity

that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF MANOR, TEXAS

G+G Municipal Consulting  
Vendor

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

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

Scott Dunlop, Interim City Manager

Name: J. Grasso \_\_\_\_\_

Title: President \_\_\_\_\_

Date: \_\_\_\_\_

Date: 1/25/22 \_\_\_\_\_

## Appendix C – Form CIQ

### INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

#### **THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council; and
4. Directors of the City of Manor who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. *The Department is required by law to post the statements on the City's website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NA

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

01/25/22

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# House Bill 89 VERIFICATION

I, J. Grasso, the undersigned representative of

G&G Municipal Consulting and Grant Writing Company or Business name

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:


1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual has with the Pine Tree Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

1/25/2022

DATE



\_\_\_\_\_

SIGNATURE OF COMPANY REPRESENTATIVE

# JEROME “JAY” GRASSO

131 S. Union Street · Spencerport, NY 14559 · (585) 368-8866  
 Jay@GGProcess.com | www.GGProcess.com

As a retired law enforcement officer and Genesee County Legislator, Jay has a passion to serve communities. He founded the company as a conduit of that defining core value. Since opening the doors he helped obtain over \$100,000,000 in grants/over \$200,000,000 in low interest/0% financing for water, sewer, public safety, and other infrastructure.

## EXPERIENCE

### 2014 – TO PRESENT

#### **PRESIDENT & FOUNDER, G&G MUNICIPAL CONSULTING AND GRANT WRITING**

Established company to write municipal grant writing and administer (water, sewer, public safety, and other infrastructure) and conduct demographic studies, household income surveys, feasibility studies, project review. Helped obtain over \$100,000,000 in grants/over \$200,000,000 in low interest/0% financing. Active participant in economic development in communities around the United States.

### 2008 – 2019

#### **LEGISLATIVE ASSOCIATE/FIELD REPRESENTATIVE, NEW YORK STATE SENATE**

Acted as liaison to local, county, state, and federal government agencies, public safety/ law enforcement/fire/EMS liaison. Facilitated constituent outreach. Assisted in constituent Grant Writing/Administration/DASNY.

### 2006 – 2011

#### **LEGISLATOR, GENESEE COUNTY**

Legislature Public Service Committee Chairman. Served as Criminal Justice Advisory Council (CJAC) member, County E-911 Operations board member, County Traffic Safety Committee. Performed personnel administration, strategic budgeting/planning. Managed extensive intergovernmental relationships. Participated in economic development through the facilitation of grant writing.

## EDUCATION

### DECEMBER 2010

#### **MASTER’S IN PUBLIC SERVICE THROUGH LOCAL GOVERNMENT, SUNY BROCKPORT**

Thesis focus: “Shared Municipal Services” and “Unfunded Mandates in NYS”

### DECEMBER 2002

#### **BACHLOR’S IN CRIMINAL JUSTICE, SUNY BROCKPORT**

Graduated with honors

## ACTIVITIES

Jay has an active passion for serving while bettering the lives of those around him. G&G is an extension of that and has allowed him to help communities get clean water and upgraded sanitation systems among other essential, necessary improvements.

# DEBRA DELONG

131 S. Union Street · Spencerport, NY 14559 · (585) 368-8866  
 Deb@GGProcess.com | www.GGProcess.com

Debra DeLong's background in finance makes her an essential part of the G&G Municipal Consulting and Grant Writing team. Deb is our lead grant writer. With a background in private sector finance, Deb is incredibly detail oriented and exceptional with complicated financial forms. This is crucial in grant administration where compliance is imperative.

## EXPERIENCE

**JANUARY 2018 – TO PRESENT**

**GRANT WRITER AND ADMINISTRATOR, G&G MUNICIPAL CONSULTING AND GRANT WRITING**

Research and identify grants based on client needs. Collect project documentation, budget, and scope and coordinate efforts with clients to ensure all grant requirements are prepared and met. Works one-on-one with fire departments/districts specializing in New York State CFA, CDBG Public Infrastructure grants, and FEMA AFG and SAFER grants.

**JANUARY 1977 – 2018**

**BUSINESS TEAM LEADER (NORTH COUNTRY), DUTCH ROYAL AHOLD**

Started as cashier then promoted to management. Held and performed many positions in a retail setting. Traveled to other stores to rollout and train new policies, procedures, and technology. Coordinated and conducted training of new management candidates.

## EDUCATION

**JUNE 2000**

**ASSOCIATES IN BUSINESS, JEFFERSON COMMUNITY COLLEGE**

## SKILLS

- Proficient in FEMA GO
- Technology savvy
- Grant writing
- Grant administration
- Microsoft Office
- Excellent communicator
- Well organized
- Technical writing

## ACTIVITIES

Being a quick learned coupled with experience in management and training, Deb works well with our clients to facilitate all documentation for successful grant application submittal. She patiently and adeptly walks those who are less technologically inclined through the rigors of the grant process.

# JILLIAN CORDTS

131 S. Union Street · Spencerport, NY 14559 · (585) 368-8866  
 Jillian@GGProcess.com | www.GGProcess.com

Jillian Cordts brings to G&G Municipal Consulting and Grant Writing an extensive strategic leadership skillset. Her experience as a business owner, chamber president, and chair of her local ZBA, has equipped her with the necessary tools to collaborate and coordinate across private, public, and government sectors for optimal and productive outcomes.

## EXPERIENCE

**OCTOBER 2011 – OCTOBER 2021**

**OWNER/BROKER, PAYMENT PROCESSING BY JILL**

Conducted all facets of business development from growth to support to management. Responsible for building and maintaining good relationships with clients and processors for an optimal experience.

**JANUARY 2011 – DECEMBER 2019**

**PRESIDENT, SPENCERPORT AREA CHAMBER OF COMMERCE**

Executive leadership of Spencerport Area Chamber of Commerce and Veterans Business Council. Coordinated with the board of directors to design and lead organizational strategy in a local and national context.

**JANUARY 2015 – DECEMBER 2020**

**CHAIRPERSON, ZONING BOARD OF APPEALS, TOWN OF OGDEN**

Appointed by Town of Ogden Supervisor as chairperson to preside over the 7-member Zoning Board of Appeals for the Town of Ogden.

## EDUCATION

**JULY 2019**

**BACHELOR'S DEGREE IN APPLIED ECONOMICS AND STRATEGIC MANAGEMENT,  
 SUNY EMPIRE STATE COLLEGE**

Graduated Magna Cum Laude

## SKILLS

- Skilled writer and communicator
- Well organized
- Technologically astute
- Collaborator

## ACTIVITIES

As a United State Navy veteran, Jillian is a servant first. She has invested much of her time and effort into her own community serving as the president of her local chamber of commerce, chair of her town's ZBA, an active member of her local American Legion Post 330, volunteering as an EMT, and with Honor Flight Rochester. Enhancing the lives of those around her is a passion that she takes very seriously.

# JENNIFER ESSIG

131 S. Union Street · Spencerport, NY 14559 · (585) 368-8866  
 Jenn@GGProcess.com | www.GGProcess.com

Jennifer Essig is the executive assistant for G&G Municipal Consulting and Grant Writing. She functionally holds the office together by ensuring compliance with human resources and staffing, grant, and funding regulations while making sure deadlines are met.

## EXPERIENCE

**AUGUST 2020 – PRESENT**

**EXECUTIVE ASSISTANT, G&G MUNICIPAL CONSULTING AND GRANT WRITING**

Manages all office activities which include bookkeeping, record keeping, invoicing, event/meeting scheduling, generating proposals, and facilitating surveys. She also acts as the human resource and compliance officer.

**AUGUST 2017 – AUGUST 2020**

**CLERICAL ASSISTANT, G&G MUNICIPAL CONSULTING AND GRANT WRITING**

Data entry, file management, and customer service.

## EDUCATION

**JUNE 2016-2018**

**BUSINESS STUDIES, MONROE COMMUNITY COLLEGE**

**JUNE 2011**

**LOCAL DIPLOMA, BYRON-BERGEN CENTRAL SCHOOL**

## SKILLS

- Strong Organizational skills
- Technology Skills
- Conduct Research
- Client Relations
- Bookkeeping and Invoicing
- Compliance

## ACTIVITIES

Jennifer is the glue that holds the office together. She acts as the office compliance and human resource officer. Jenn ensures deadlines are met and submissions are accurate. During tradeshows and events, she is a cheerful ambassador for G&G Municipal Consulting and Grant Writing.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

These vehicles were preapproved on the FY 2021-2022 Budget on September 15, 2021. This item was presented and approved by Council on 3/16/2022 but rates increased.

4 2021 Ford PIU 3.0 v6 AWD Eco Boost with Equipment  
 1 2021 Ford F-150 Crew Cab 2WD with Equipment  
 1 2021 Ford T-250 Van  
 2 2022 Chevrolet 2500HD Crew Cab with Equipment

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Quote from Government Capital
- Quote from Frontier Bank
- Quote from Frost Bank

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council award the lease contract to Frontier Bank and authorize the Interim City Manager to execute the contract after legal review.

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





**GOVERNMENT CAPITAL**  
CORPORATION

April 11, 2022

Mrs. Lydia Collins  
City of Manor  
512-272-5555  
lcollins@cityofmanor.org

Dear Mrs. Collins,

Thank you for the opportunity to present proposed financing for City of Manor. I am submitting for your review the following proposed structure:

ISSUER:	City of Manor, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 475,125.66
TERM:	5 Annual Payments
INTEREST RATE:	3.67%
PAYMENT AMOUNT:	\$ 103,928.21
PAYMENTS BEGINNING:	October 2022 and annually thereafter

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

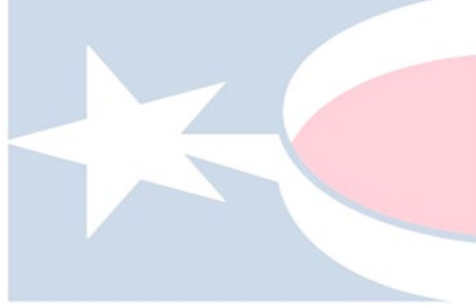
The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Stephanie Cates*

Stephanie Cates  
SVP Client Services  
Main: 817-421-5400



## City of Manor -

02/18/2022

### LOAN 1

**BORROWER:** City of Manor  
**PURPOSE:** Purchase of City Use Vehicles  
**AMOUNT OF LOAN:** \$475,125.66  
**MATURITY and REPAYMENT:** 5 year term  
**INTEREST RATE:** 3.00% Fixed  
**ORIGNATION FEE:** None  
**COLLATERAL:** First Lien on Vehicles Purchased

**VEHICLE DETAILS:** 4 x 2021 Ford PIU 3.0 v6 AWD Eco Boost with Equipment  
2021 Ford F-150 Crew Cab 2WD with Equipment  
2021 Ford T-250 Van  
2 x 2022 Chevrolet 2500HD Crew Cab with Equipment

Thank You for considering Frontier Bank of Texas!

**Sean Donnelly**

*Vice President, Business and Community Banking*

*main ph. 512-270-4785*

*mobile ph. 512-517-8031*

*Federal MLO Registration #534688*





April 11, 2022

City of Manor  
Attn: Lydia Collins, Director of Finance  
105 East Eggleston Lane  
Manor, TX 78653

*Proposal for Lease Purchase Financing*

*Frost is pleased to offer the following lease purchase proposal. Subject to the receipt of the required financial information, equipment detail, and credit approval, an equipment lease purchase financing agreement may be structured in accordance with the terms and conditions set forth in the proposal(s) below:*

**LESSEE:** East Medina County Special Utility District ("Municipality")

**LESSOR:** Frost Bank ("Frost")

**PERSONAL PROPERTY:** *Equipment Financing Agreement ("Agreement") is to include new personal property acceptable to LESSOR up to \$476,000 to be used towards the purchase of*

1. (4) 2021 Ford PIU 3.0 V6 AWD Eco Boost with equipment
2. (1) 2021 FORD F-150 Crew Cab 2WD with equipment
3. (1) 2021 Ford T-250 Van
4. (2) 2022 Chevrolet 2500HD 4WD Crew Cab Trucks with equipment

**AGREEMENT FUNDING:** *The Agreement will commence by May 30, 2022.*

**PAYMENT SCHEDULE:** *The Municipality will make 60 monthly or annual payments.*

**PAYMENT AMOUNT:** *\$8,755.53 for 60 months, payments made monthly  
\$106,772.37 for 5 years, payments made annually*

**FIXED RATE:** *3.95% for 60 months*

*If the lease commencement is after April 30, 2022, the rate is indexed to a rate equal to the FHLB Amortizing rate for 5 years with a spread of 2%.*

**ESCROW:** *An acquisition fund agreement may be used to fully fund purchases of Equipment in advance of receipt. The funds will be deposited with Lessee's depository bank in a Lessee/Lessor controlled account and Lessee will earn interest, if applicable. After all Lessee directed fundings, Escrow agent will close the account and credit to Lessee's next due lease payment(s) the outstanding balance in the account if any.*

**BANK QUALIFIED:** *This Proposal also assumes that Municipality is Bank Qualified for 2022. If not, rate will be adjusted.*

**AT TERMINATION:** *No additional purchase price will be assessed upon termination of original Agreement period.*

- FEES:** *A fee equal to \$250.00 will be due and payable at lease commencement.*
- NET LEASE:** *This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are the Lessee's responsibility.*
- AUTHORIZATION:** *Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.*
- INSURANCE:** *Lessee will be required to carry, at its expense, all risk insurance in an amount equal to the lessor's stipulated loss value and liability insurance in an amount acceptable to Lessor.*
- Certificate(s) of insurance shall reflect Lessor as an additional named insured and loss payee, and shall be with companies and contain endorsements and amounts acceptable to Lessor.*
- ATTORNEY'S OPINION:** *LESSEE shall provide lessor with an attorney's opinion that financing of the equipment conforms with applicable State of Texas laws and that all documentation required is satisfactory to Lessor. All legal expense incurred to conform documents to the satisfaction of the Municipality, their Counsel, and the Lessor will be borne by the Municipality.*
- COURTMEETING MINUTES:** *Lessee shall provide Lessor with a duly executed copy, with original signatures, of the Court Meeting Minutes authorizing this financing by unanimous approval.*
- WARRANTIES:** *Lessor is not a manufacturer of, or dealer in, the equipment selected; and in that regard: Lessee acknowledges the equipment is of a size, design, capacity and manufacture selected by Lessee. Lessor does not inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor will, however, take any steps reasonably within its power to make available to Lessee any manufacturers or similar warranty applicable to the equipment. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.*
- FINANCIAL STATEMENTS:** *Lessee will provide annual financial statements, including operating figures, during the life of the lease.*
- DOCUMENTATION:** *All documentation must be satisfactory to all parties concerned. The lease will include a non-appropriations clause.*
- EXPIRATION OF BID:** *If not accepted, this bid will expire in forty five (45) days of the date of this bid.*
- SUMMARY:** *This bid in its present form does not represent a commitment to finance by Frost, and is not binding on either the Lessee or Lessor. It is subject to and contingent upon Lessee's approval of these conditions and Lessor's approval of the pricing and Lessee's credit and equipment*

**Municipal Advisor Disclosure.** *The information and materials contained or referenced herein have been prepared by Frost Bank solely for informational purposes. Neither Frost Bank, nor its affiliates, nor any of their representatives (collectively, "Frost") are recommending any action to you. Frost is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Frost is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Frost Bank.*

*Frost appreciates the opportunity to present this bid for your consideration.*

*By:*

A handwritten signature in black ink that reads "Laura Eckhardt". The signature is written in a cursive style with a large, prominent "L" and "E".

*Laura Elrod Eckhardt  
Sr. Vice President*

*cc: Manuel Long, Frost Bank*



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** Aril 20, 2022  
**PREPARED BY:** Lydia Collins, Director  
**DEPARTMENT:** Finance

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance approving the proposed amended budget for Fiscal Year 2021-2022.

**BACKGROUND/SUMMARY:**

Budget Committee met on March 23, 2022, to discuss and review Proposed Amended Budget for Fiscal year 2021-2022

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

- Ordinance No. 643

**STAFF RECOMMENDATION:**

It is the City staff’s recommendation that the City Council approve Ordinance No. 643 the Proposed Amended Budget for Fiscal year 2021-2022

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



**ORDINANCE NO. 643****FY 2021-2022 AMENDED ANNUAL BUDGET ORDINANCE**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN AMENDED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed amended annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2021-2022, and which said proposed amended annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

**WHEREAS**, the City Council has received said City Manager's proposed amended annual budget, a copy of which, along with all supporting schedules, have been filed with the City.

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

**Section 1.** The proposed amended annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2021, and ending September 30, 2022, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the amended annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

**Section 2.** The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved amended annual budget document for the fiscal year ending September 30, 2022.

**Section 3.** Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 4.** This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

**PASSED, ADOPTED, AND APPROVED** on this 20<sup>th</sup> day of April 2022.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia Almaraz, City Secretary

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



## Proposed Amended Annual Budget Fiscal Year 2021-22

Original Budget Adopted: 15-Sep-2021  
Ordinance Number: 621

Amended Budget Adopted: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_

FY 2021-2022			11-Apr-22			FY 2021-22			FUND BALANCES	
BUDGETED REVENUES	BUDGETED EXPENSES	NET	FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET	BUDGET REVENUES	BUDGET EXPENSES	NET	ESTIMATED 30-Sep-22	PROJECTED 30-Sep-22
<b>GENERAL FUND</b>										
10,276,446	1,728,150	8,548,296	7,790,235	898,151	6,892,084	10,602,194	1,790,995	8,811,199		
-	815,631	(815,631)	0	614,144	(614,144)	-	794,390	(794,390)		
1,304,604	2,909,405	(1,604,801)	948,464	1,822,816	(874,352)	1,304,604	3,396,384	(2,091,780)		
1,918,842	925,425	993,417	2,750,877	656,366	2,094,511	2,337,199	908,988	1,428,211		
40,000	729,770	(689,770)	40,000	335,820	(295,820)	40,000	1,245,419	(1,205,419)		
404,756	707,874	(303,118)	660,496	577,083	83,414	405,270	596,513	(191,243)		
330,391	5,186,034	(4,855,643)	210,954	3,557,628	(3,346,674)	330,861	4,966,454	(4,635,593)		
-	383,979	(383,979)	-	472,068	(472,068)	-	727,857	(727,857)		
400	133,938	(133,538)	-	96,686	(96,686)	1,150	413,269	(412,119)		
-	133,938	(133,938)	-	-	-	-	181,009	(181,009)		
-	-	-	-	-	-	-	-	-		
<b>14,275,439</b>	<b>13,654,144</b>	<b>621,295</b>	<b>12,401,027</b>	<b>9,030,762</b>	<b>3,370,264</b>	<b>15,021,278</b>	<b>15,021,278</b>	<b>-</b>		
<b>UTILITY FUND</b>										
0	505,595	(505,595)	0	389,325	(389,325)	0	563,139	(563,139)		
2,448,683	2,950,899	(502,216)	2,441,864	2,210,167	231,698	2,448,743	2,998,966	(550,223)		
2,040,891	949,305	1,091,586	2,082,875	1,002,830	1,080,045	2,040,250	1,151,127	889,123		
-	-	-	-	-	-	-	-	-		
<b>4,489,574</b>	<b>4,405,799</b>	<b>83,775</b>	<b>4,524,739</b>	<b>3,602,322</b>	<b>922,417</b>	<b>4,488,993</b>	<b>4,713,232</b>	<b>(224,239)</b>		
<b>18,765,013</b>	<b>18,059,943</b>	<b>705,070</b>	<b>16,925,766</b>	<b>12,633,084</b>	<b>4,292,681</b>	<b>19,510,271</b>	<b>19,734,510</b>	<b>(224,239)</b>	<b>599,786</b>	<b>375,547</b>
<b>2,597,376</b>	<b>2,176,104</b>	<b>421,272</b>	<b>2,172,371</b>	<b>2,181,442</b>	<b>(9,071)</b>	<b>2,207,164</b>	<b>2,183,122</b>	<b>24,042</b>	<b>91,186</b>	<b>115,228</b>
<b>RESTRICTED FUNDS</b>										
12,000	7,307	4,693	3,282	-	3,282	9,500	9,500	-	46,674	46,674
8,600	7,620	980	3,740	-	3,740	8,400	500	7,900	12,518	20,418
33,225	9,000	24,225	30,709	305,285	(274,576)	30,709	305,285	(274,576)	457,267	182,691
392,006	-	392,006	392,006	4,254	387,753	392,006	364,102	27,904	734,293	762,197
864,500	-	864,500	2,615,438	373,382	2,242,056	2,615,438	3,909,455	(1,294,017)	2,208,728	914,711
-	-	-	-	-	-	-	-	-	8,450	8,450
-	-	-	-	-	-	-	-	-	-	-
<b>1,310,331</b>	<b>23,927</b>	<b>1,286,404</b>	<b>3,471,997</b>	<b>1,019,273</b>	<b>2,452,724</b>	<b>3,056,053</b>	<b>4,588,842</b>	<b>(1,532,789)</b>	<b>3,514,901</b>	<b>1,982,112</b>
<b>22,672,720</b>	<b>20,259,974</b>	<b>2,412,746</b>	<b>22,570,134</b>	<b>15,833,800</b>	<b>6,736,334</b>	<b>24,773,488</b>	<b>26,506,474</b>	<b>(1,732,986)</b>	<b>4,205,873</b>	<b>2,472,887</b>
<b>GRAND TOTALS</b>										

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.  
 The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.  
 The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance for the purpose of amending Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the New Rules of Procedure; and Providing for Related Matters.

**BACKGROUND/SUMMARY:**

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

- Ordinance No. 644
- Exhibit – Rules of Procedure

**STAFF RECOMMENDATION:**

It is the City Staff’s recommendation that the City Council approve Ordinance No. 644 for the purpose of amending Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Provisions Governing Public Comments Provided to Committees; Removing Committees Established by Ordinance; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the New Rules of Procedure; and Providing for Related Matters.

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

**ORDINANCE NO. 643**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, FOR THE PURPOSE OF AMENDING RULES OF PROCEDURE TO GOVERN THE CONDUCT OF CITY COUNCIL MEETINGS; AMENDING PROVISIONS GOVERNING PUBLIC COMMENTS PROVIDED TO COMMITTEES; REMOVING COMMITTEES ESTABLISHED BY ORDINANCE; AMENDING SECTION 1.04.002 OF THE MANOR CODE OF ORDINANCES TO REFER TO THE NEW RULES OF PROCEDURE; AND PROVIDING FOR RELATED MATTERS.**

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

**Whereas**, the City Council wishes to amend the rules of procedure of the City of Manor to provide for the orderly conduct of City Council meetings;

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

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

**Section 2. Adoption of Rules of Council.** The City Council hereby adopts the amended City of Manor Rules of Procedure as set forth in Exhibit A. The last sentence of Section 1.04.002 of the City of Manor Code of Ordinances is hereby amended to read as follows: “The city council hereby adopts the City of Manor Rules of Procedure set forth in Exhibit A to Ordinance No. 631 on file in the office of the city secretary.”

**Section 3. Conflicting Ordinances.** Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**Section 4. Savings.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting City Council Rules of Procedure which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 5. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov’t Code.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** on this 20<sup>th</sup> day of April 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**Exhibit "A"**  
**Rules of Procedure**



# **CITY COUNCIL RULES OF PROCEDURE**

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

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

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

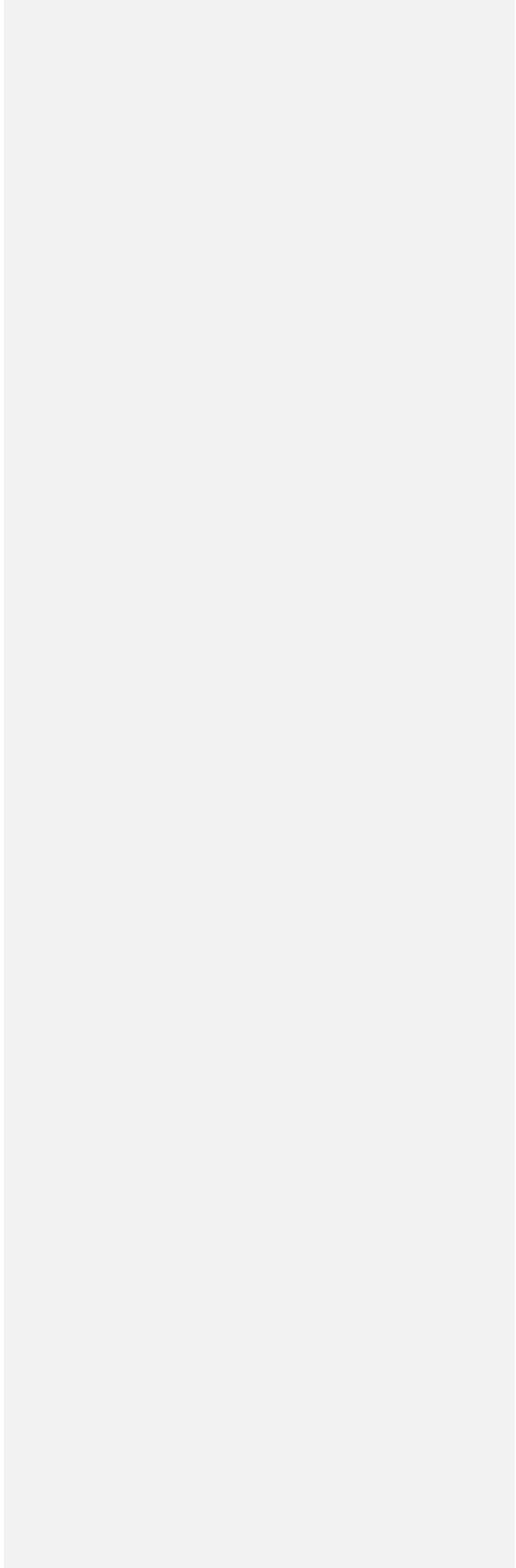
**Amended by Ordinance No. 631  
Effective November 17, 2021**

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## Section 1 – GENERAL

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

## Section 2 – AUTHORITY

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

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

## Section 3 – MEETINGS

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

### 3.01. Regular Meetings.

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

### 3.02. Special Meetings.

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

### 3.03. Workshop Sessions.

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

**3.04. Executive Sessions.**

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

**3.05. Public Hearings.**

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

**3.06. Town Hall Meetings.**

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

**3.07. Public Notice.**

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

**3.08. Quorum and Attendance.**

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

**3.09. City Manager Participation.**

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

**3.10. City Attorney Participation.**

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

**3.11. City Secretary Participation.**

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

**3.12. City Department Directors Participation.**

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

**3.13. Agenda.**

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

**3.14. Minutes.**

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

**3.15. Attendance by the Public.**

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

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

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

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

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

**Section 4 - STANDARDS OF CONDUCT****4.01. Council Members.**

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

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

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

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

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

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

#### 4.04. Members of the Public

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

#### 4.05. Enforcement.

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

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

#### 5.01. Seating Arrangement.

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



**5.02. Right of the Floor.**

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

**5.03. Conflict of Interest.**

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

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

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

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

**5.04. Voting.**

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

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

**5.05. Excusal from Attendance.**

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

**5.06. Excusal During Meetings.**

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

**Section 6 - CHAIR AND DUTIES**

**6.01. Chair.**

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

**6.02. Call to Order.**

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

### 6.03. Preservation of Order.

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

## Section 7 - ORDER OF BUSINESS

### 7.01. Regular and Special Meetings.

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

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

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

Workshops and executive sessions will normally be conducted in a less formal manner than regular sessions as follows:

- Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)
- Summation
- Adjournment

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

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

### 7.03. Public Hearings.

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

### 7.04. Addressing the City Council.

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

#### a. Public Comments.

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

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

- (1) Member of the Public may direct written comments to the entire City Council or individual Council Members by addressing their letters to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at [www.cityofmanor.gov](http://www.cityofmanor.gov).
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages within three (3) working days. Telephone calls should be returned within twenty-four (24) hours, excluding Saturdays, Sundays and official state holidays.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

**c. Media Inquiries.**

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

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

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

**Section 8 – RULES OF ORDER**

**8.01. General.**

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

**8.02. Authority of the Chair.**

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

- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

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

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

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

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

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

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

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

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

**8.07. Motions.**

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

**8.08. Procedures for Motions.**

The following is the general procedure for making motions:

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

**8.09. Amendments to Motions.**

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

**8.10. Motion to Continue.**

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

**8.11. Motion to Remove.**

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

**8.12. Motion to Table.**

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

**8.13. Motion to Refer.**

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

**8.14. Withdrawal of Motion.**

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

**8.15. Motion for Reconsideration.**

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

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

The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees.

**9.02. Standing Committees.**

- a. The following standing committee(s) of the City Council are established:

~~(1) Budget Committee [Established: Ordinance No. 607]~~

~~i. The Budget Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~

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

~~iii. Summary minutes will be taken by the chair or designated Finance Department staff and kept by the City Secretary.~~

(2) Public Improvement District (PID) Committee

i. The PID Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.

ii. [Purpose of the PID Committee]

iii. Summary minutes will be taken and kept by the City Secretary.

(3) Park Committee

i. The Park Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.

ii. [Purpose of the Park Committee]

iii. Summary minutes will be taken by the chair or designated Public Works Department staff and kept by the City Secretary.

~~(4) Public Tree Advisory Board [Established: Ordinance No. 559]~~

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~~i. The Public Tree Advisory Board shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.~~

~~ii. Creation. There is hereby designated a committee to be known as the Public Tree Advisory Board. This committee is to function as an advisory board to City staff or City council, as the case may be, in regard to regulations pertaining to public trees.~~

~~iii. Summary minutes will be taken by the chair or designated Public Works Department staff and kept by the City Secretary.~~

(5) Economic Development Committee

i. The Economic Development Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.

ii. [Purpose of the Economic Development Committee]

iii. Summary minutes will be taken by the chair and kept by the City Secretary.

~~(6) Emergency Management Committee [Established: Ordinance No. 574]~~

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- ~~i. The Emergency Management Committee shall consist of five members as follows: the Mayor, two (2) Council Members, City Manager and Chief of Police to serve a one-year term, appointed by the City Council.~~
- ~~ii. The purpose of the Manor Emergency Management Committee is to coordinate and integrate activities and capabilities needed to mitigate against, prepare for, respond to, and recover from emergencies, declared disasters or hazards. The Committee shall meet according to the schedule determined by the Committee and shall report its recommendations back to the City Council. The City Council may give additional direction and duties to the Committee from time to time.~~
- ~~iii. Summary minutes will be taken by the chair or designated Police Department staff and kept by the City Secretary.~~

~~(7) Public Safety Committee [Established: Ordinance No. 579]~~

- ~~i. The Public Safety Committee shall consist of not less than three (3) Council Members and serve a one-year term, appointed by the City Council.~~
- ~~ii. [Purpose of the Public Safety Committee]~~
- ~~iii. Summary minutes will be taken by the chair or designated Police Department staff and kept by the City Secretary.~~

~~(8) Tax Increment Reinvestment Zone, Number One (TIRZ) [Established: Bylaws]~~

- ~~i. The TIRZ shall consist of not less than seven (7) Council Members and serve a two-year term, appointed by the City Council.~~
- ~~ii. The property and affairs of the Zone shall be managed and controlled by the City Council of the City of Manor (the "City Council") based on the recommendations of the Board of Directors, subject to the restrictions imposed by law, the ordinance creating the Zone, the resolution creating the policies and conditions for TIRZ participation, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.~~
- ~~iii. Summary minutes will be taken and kept by the City Secretary.~~

## (9) Capital Improvement Committee

- i. The Capital Improvement Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.
- ii. [Purpose of the Capital Improvement Committee]
- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

(10) Education Committee

- i. The Education Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.
- ii. [Purpose of the Education Committee]
- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

(11) Health Care Committee

- i. The Health Care Committee shall consist of not less than two (2) Council Members and serve a one-year term, appointed by the City Council.
- ii. [Purpose of the Health Care Committee]
- iii. Summary minutes will be taken by the chair and kept by the City Secretary.

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

9.03. Ad Hoc Committees.

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

9.04. Committee Meetings.

- a. Standing and Ad Hoc Committees shall meet as necessary.
- ~~b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members. The committee chair will coordinate with the City Secretary to ensure that the committee meeting agenda is posted as appropriate.~~
- ~~c. Citizens wishing to submit Public Comments will need to complete the Public Comments Form provided by the City and email the form to publiccomments@cityofmanor.org at least two (2) hours prior to the committee meeting indicated within this procedure.~~

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d. Public Comments will be read by the Chair of the Committee for the record. No action will be taken by the committee during public comments.

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**9.05. Agenda and Information.**

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

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

**10.01. Suspension of Rules.**

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

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

**10.02. Amendment of Rules.**

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

**10.03. Annual Review of Rules.**

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

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

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

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

### **11.02. Clerical Support.**

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

### **11.03. Master Calendar.**

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

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

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

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

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

## **ANNEX A**

# **Fundamental Principles of Parliamentary Law**

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

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

## ANNEX B

### The Chief Purposes of Motions

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



## ANNEX C

### Parliamentary Strategy

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

# **ANNEX D**

## **Basic Information on Motions**

## Basic Information On Motions

### RANKING MOTIONS

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

### PRINCIPAL CHARACTERISTICS

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

### NON-RANKING MOTIONS

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

#### INCIDENTAL MOTIONS

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

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

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

#### Key to Markings

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

# - Only a negative vote may be reconsidered.

X - Usually no vote taken. Chair responds.

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

+ - Only an affirmative vote may be reconsidered.

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

# **ANNEX E**

## **Parliamentary Terms**

## PARLIAMENTARY TERMS

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

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

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

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

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

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

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

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

**CARRIED:** adopted, approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# ANNEX F Conflict of Interest

## AFFIDAVIT

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC COMMENTS FORM  
FOR ADVISORY COMMITTEES**

Citizens wishing to submit Public Comments to any Advisory Committee will need to complete this form and email to [publiccomments@cityofmanor.org](mailto:publiccomments@cityofmanor.org) at least two (2) hours prior to the committee meeting.

**PLEASE PRINT**

NAME OF COMMITTEE \_\_\_\_\_

YOUR NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF GROUP OR ORGANIZATION, if any \_\_\_\_\_

ADDRESS/CITY/ZIP: \_\_\_\_\_

PUBLIC EMAIL: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

**PUBLIC COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*This form is considered a public record and your name and address will be included in the official minutes.  
Public Comments will be read by the Chair of the Committee for the record.*



## WELCOME TO THE MANOR BOARD/COMMISSION/COMMITTEE MEETING!

The following are a few tips designed to help you understand the proceedings of the meeting.

- Those wishing to address a Board/Commission/Committee are asked to complete this card and present the card to City staff prior to the meeting. Groups wishing to address the same issue are encouraged to select a spokesperson.
- The Chairperson will ask those wishing to address the Board/Commission/Committee to do so at the appropriate time. **Please approach the speaker's stand, state your name and address for the record**, and discuss the specific agenda item or topic of interest. Please direct your comments to the Board/Commission/Committee. **Only comments from individuals at the speaker's stand will be recognized.**
- Although the Board/Commission/Committee cannot take specific action on Public Comments; on items not on the Regular Agenda, due to legal requirements, the Board/Commission/Committee may:
  1. Have the item placed on a future agenda for action;
  2. Refer the item to the full Board/Commission/Committee or a subcommittee for further study;
  3. Refer the item to staff for study or conclusion.

**We appreciate your interest in the community and hope you will visit again soon.**

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**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 20, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments applicable to Advisory Committees; and Providing for Related Matters.

**BACKGROUND/SUMMARY:**

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

- Ordinance No. 645

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve Ordinance No. 645 Adding Section 1.05.001 to the Code of Ordinances to Establish a Procedure for Public Comments applicable to Advisory Committees; and Providing for Related Matters.

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

**ORDINANCE NO. 645**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADDING SECTION 1.05.001 TO THE CODE OF ORDINANCES TO ESTABLISH A PROCEDURE FOR PUBLIC COMMENTS APPLICABLE TO ADVISORY COMMITTEES; AND PROVIDING FOR RELATED MATTERS.**

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

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

**Section 2. Public Comments for Advisory Committees.** Division 1, Article 1.05 of the City of Manor Code of Ordinances is hereby amended by adding Section 1.05.001 to read as follows:

**Sec. 1.05.001. Public Comments for Advisory Committees.**

- (a) Persons wishing to submit public comments to a City advisory committee shall complete a Public Comments Form in the form provided by the City and email the form to [publiccomments@cityofmanor.org](mailto:publiccomments@cityofmanor.org) at least two (2) hours prior to the committee meeting.
- (b) Public Comments will be read by the Chair of the committee for the record. No action will be taken by the committee during public comments. “

**Section 3. Conflicting Ordinances.** Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**Section 4. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

**Section 5. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

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

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** on this 20<sup>th</sup> day of April 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

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YOUR NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF GROUP OR ORGANIZATION, if any \_\_\_\_\_

ADDRESS/CITY/ZIP: \_\_\_\_\_

PUBLIC EMAIL: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

**PUBLIC COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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