



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, January 19, 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 Monday, January 17, 2022, as “Martin Luther King Jr. 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.***

**PUBLIC HEARINGS**

- 1. Conduct a public hearing on a Rezoning Application for 3.398 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located at 13801 N. FM 973, Manor, TX to Heavy Commercial (C-3).**  
*Applicant: Rafiq Kareediya*  
*Owner: Rafiq Kareediya*  
*Submitted by: Scott Dunlop, Interim City Manager*
  
- 2. Conduct a public hearing on a Concept Plan for the Butler - Manor Subdivision, nine (9) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.**  
*Applicant: LJA Engineering*  
*Owner: Butler Family Partnership, Ltd.*  
*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.*

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

*Submitted by: Lluvia T. Almaraz, City Secretary*

- **January 5, 2022, City Council Regular Meeting; and**
- **January 8, 2022, City Council Workshop Session**

**4. Consideration, discussion, and possible action on the acceptance of the December 2021 Departmental Reports.**

*Submitted by: Scott Dunlop, Interim City Manager*

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

**5. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 134.529 acres of land, more or less, located in Travis County, Texas at the request of the property owners, approving an agreement for the provision of services for the annexed area and providing for other related matters.**

*Submitted by: Scott Dunlop, Interim City Manager*

**6. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 3.398 acres of land, more or less, located in Travis County, Texas at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.**

*Submitted by: Scott Dunlop, Interim City Manager*

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

*Applicant: SEC Planning*

*Owner: Enfield Partners, LLC*

*Submitted by: Scott Dunlop, Interim City Manager*

## REGULAR AGENDA

- 8.** **First Reading:** Consideration, discussion and possible action on an ordinance rezoning 3.398 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located at 13801 N. FM 973, Manor, TX to Heavy Commercial (C-3).  
*Applicant: Rafiq Karediya*  
*Owner: Rafiq Karediya*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 9.** Consideration, discussion and possible action on a Concept Plan for the Butler - Manor Subdivision, nine (9) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.  
*Applicant: LJA Engineering*  
*Owner: Butler Family Partnership, Ltd.*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 10.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 8.57 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315 and the Calvin Barker Survey No. 38, Abstract No. 58, and being located at 12920 Old Highway 20, Manor, TX from Agricultural (A) to Neighborhood Business (NB) and Townhome (TH).  
*Applicant: Rao's Consulting Engineers, LLC*  
*Owner: Sampsg Properties, LLC*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 11.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning 10.24 acres, more or less, out of the A.C. Caldwell Survey, Abstract 154, and being located near the intersection of Paseo de Presidente and Gunn Lane, Manor, TX from Single Family Suburban (SF-1) to Multi-Family 15 (MF-1).  
*Applicant: Kimley-Horn and Associates, Inc.*  
*Owner: Dwyer Realty*  
*Submitted by: Scott Dunlop, Interim City Manager*
- 12.** Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code for a 13.93 acre tract, more or less.  
*Submitted by: Scott Dunlop, Interim City Manager*
- 13.** Consideration, discussion, and possible action on a resolution authorizing participation in The Interlocal Purchasing System (TIPS) purchasing cooperative offered by Region VIII Education Service Center.  
*Submitted by: Lydia Collins, Director of Finance*
- 14.** Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.  
*Submitted by: Michael Tuley, Director of Public Works*

- 15. Consideration, discussion, and possible action on the payoff for the General Obligation 2010 Bond Series for the City of Manor.**  
*Submitted by: Lydia Collins, Director of Finance*
- 16. Consideration, discussion, and possible action on RFQ2021-49 City of Manor Space Needs Assessment and Facilities Master Plan.**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 17. Consideration, discussion, and possible action on the Planning and Zoning Commission and Community Impact Fee Advisory Committee attendance report for Commissioner Place 5, Grant E. Loveless; and declare a vacancy**  
*Submitted by: Scott Dunlop, Interim City Manager*
- 18. Consideration, discussion, and possible action on review of the City of Manor Home Rule Charter and Possible Charter Amendments.**  
*Submitted by: Scott Dunlop, Interim City Manager*

## **EXECUTIVE SESSION**

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

- *Sections 551.087 and 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lagos PID;*
- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12; and*
- *Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding Capital Metropolitan Transportation Authority*

## **OPEN SESSION**

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

## **ADJOURNMENT**

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

### **CONFLICT OF INTEREST**

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

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

### **POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, January 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**, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

**WHEREAS**, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

**WHEREAS**, in 1994, Congress designated the Martin Luther King Jr. holiday as a national day of a volunteer service, and charged AmeriCorps with leading this effort; and

**WHEREAS**, since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

**WHEREAS**, serving on MLK Day is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

**WHEREAS**, MLK Day offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

**WHEREAS**, virtual and COVID-19 appropriate MLK Day service projects are being organized by a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation to meet important community needs; and

**WHEREAS**, each of us can and must contribute to making our communities better with increased opportunity for all our citizens, and

**WHEREAS**, citizens of Manor have the opportunity to participate in virtual and safe service events throughout our city on the Martin Luther King Jr. Day of service, January 17, 2022, as well as create and implement community service projects where they identify the need.

**NOW THEREFORE**, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Monday, January 17, 2022, as:

### “Martin Luther King Jr. Day”

in the City of Manor and call upon the citizens to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Jr. Day and throughout the year.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 19<sup>th</sup> day of January 2022.

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Dr. Christopher Harvey, Mayor  
City of Manor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Rezoning Application for 3.398 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located at 13801 N. FM 973, Manor, TX to Heavy Commercial (C-3).

*Applicant: Rafiq Karediya*

*Owner: Rafiq Karediya*

**BACKGROUND/SUMMARY:**

This property is currently being annexed. They are proposing to rezone the property to C-3 Heavy Commercial. C-3 is the city's most permissive zoning category being a mix of commercial and light industrial uses. All other commercial properties along FM 973 and all but 1 property along US 290 are zoned either C-1 Light Commercial or C-2 Medium Commercial because those roadways are intended primarily for retail type commercial uses consistent with C-1 or C-2 and less intended for industrial development.

P&Z voted 4-0 to recommend C-2 with the additional uses of Office, Showroom; Office, Warehouse; Product Development Services (general); and Research Services (general).

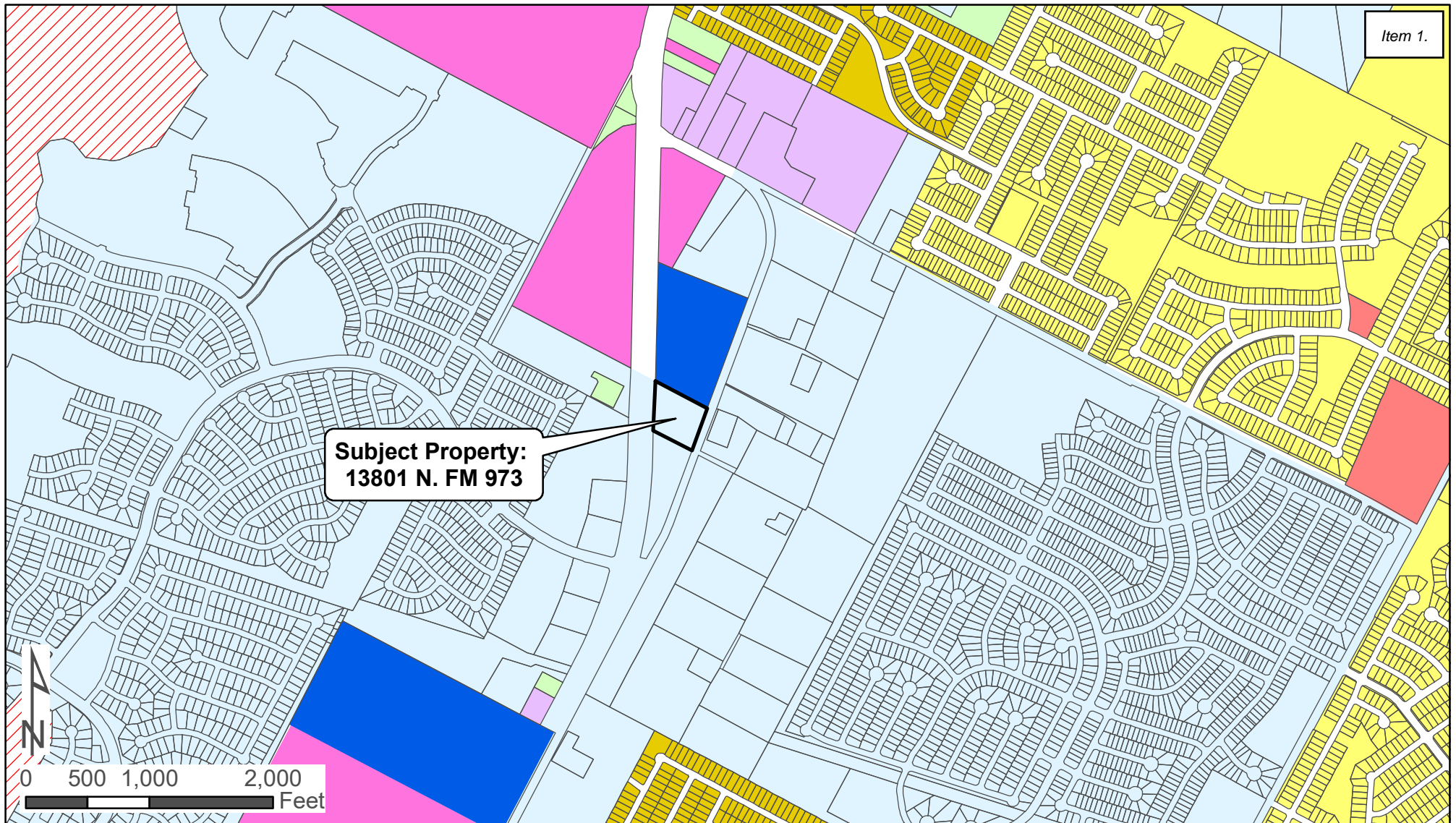
LEGAL REVIEW:	No
FISCAL IMPACT:	No
PRESENTATION:	No
ATTACHMENTS:	Yes

- Location Map
- C-3 Land Uses
- Notice
- Labels

**STAFF RECOMMENDATION:**

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X - modified		



## Proposed Zoning: Heavy Commercial (C-3)

### Zone

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

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

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

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

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

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

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

*Item 1.*



December 13, 2021

## City of Manor Development Services

# Notification for a Rezoning Application

Case Number: 2021-P-1377-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 3.398 acres, more or less, 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 Rezoning Application for 3.398 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located at 13801 N. FM 973, Manor, TX to Heavy Commercial (C-3).**

***Applicant:* Rafiq Karediya**

***Owner:* Rafiq Karediya**

The Planning and Zoning Commission will meet at 6:30PM on January 12, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on January 19, 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:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Concept Plan for the Butler - Manor Subdivision, nine (9) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

*Applicant: LJA Engineering*

*Owner: Butler Family Partnership, Ltd.*

### BACKGROUND/SUMMARY:

This is the large tract of land across US 290 from Walmart, at 290 and 973. They are proposing to subdivide the tract into nine commercial lots; 6 of which are 1.5-2 acre pad sites and 3 that are larger lots.

P&Z Commission voted 4-0 to recommend approval.

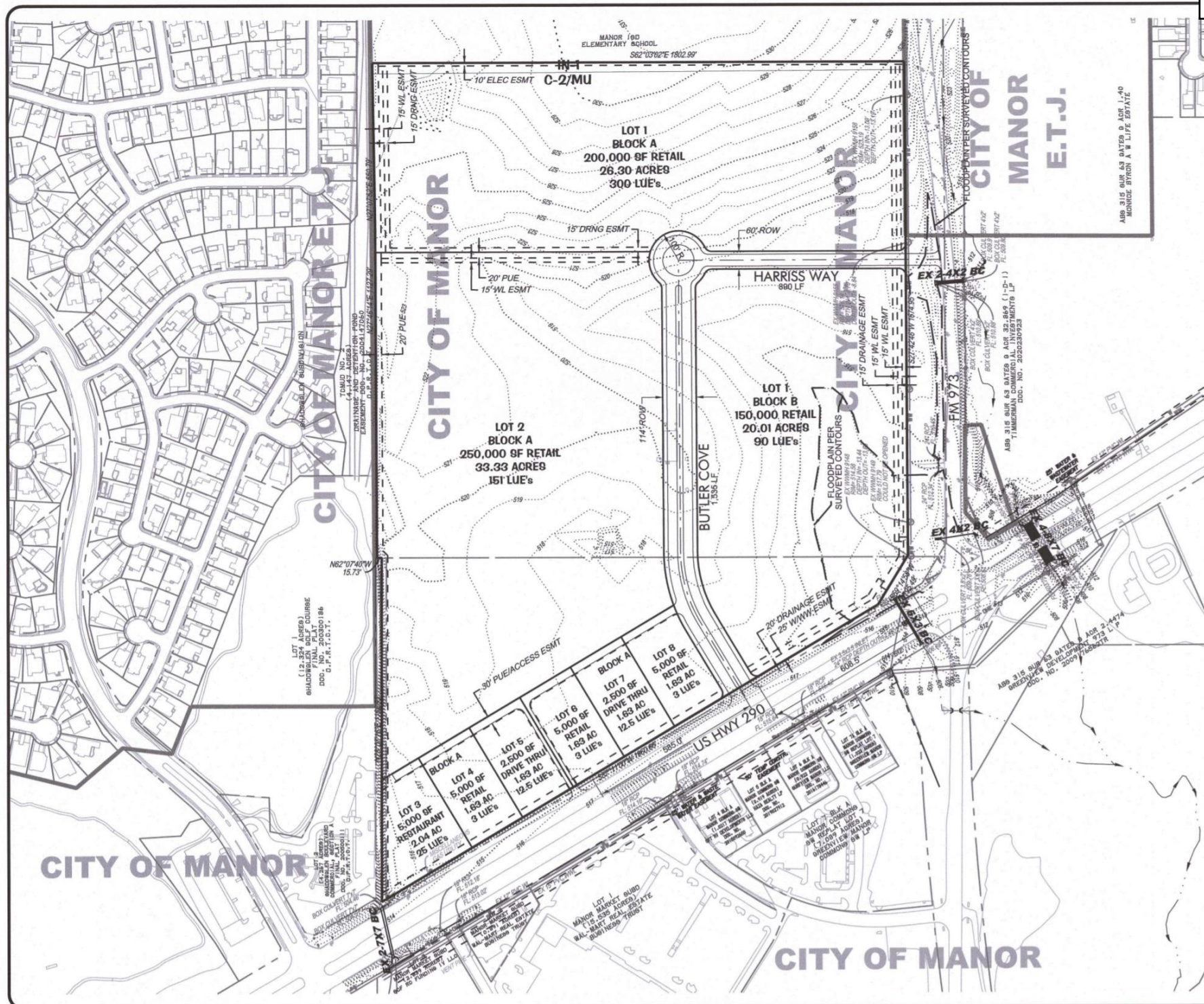
**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Concept Plan
- Notice
- Labels

### STAFF RECOMMENDATION:

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

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





December 20, 2021

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Case Number: 2021-P-1355-CP

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 Subdivision Concept Plan for the Butler - Manor Subdivision located near the intersection of US Hwy 290 and N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Concept Plan for the Butler - Manor Subdivision, nine (9) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.**

***Applicant:* LJA Engineering**

***Owner:* Butler Family Partnership, Ltd.**

The Planning and Zoning Commission will meet at 6:30PM on January 12, 2022 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on January 19, 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.

SG Land Holdings, LLC  
4131 S. Main St  
Santa Ana, CA 82707-5758

Bluebonnet Electric Co-op  
650 Hwy 21 E  
Bastrop, TX 78602-5864

Allen Click  
10813 Decker Ln  
Austin, TX 78724-1017

Julio C. Mireles  
13500 N. FM 973  
Manor, TX 78653-4203

Byron A W Monroe Life Estate  
13407 N. FM 973  
Manor, TX 78653-4732

Ozie Monroe Sr Family Trust  
c/o Marilyn Monroe Hall  
P.O. Box 254  
Manor, TX 78653-0254

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

Greenview Manor Commons SW, LP  
P.O. Box 162304  
Austin, TX 78716-2304

Surfview Manor, LLC  
19 Bay Vista Dr  
Mill Valley, CA 94941-1604

Haza Realty, LP  
4415 Hwy 6  
Sugar Land, TX 77478-4476

CFT NV Developments, LLC  
1683 Walnut Grove Ave  
Rosemond, CA 91770-3711

Wal-Mart Real Estate Business Trust  
MS 0555  
P.O. Box 8050  
Bentonville, AR 72712-8055

SCF RC Funding IV, LLC  
902 Carnegie Center Blvd #520  
Princeton, NJ 08540-6531

Cottonwood Holdings, Ltd  
c/o Dwyer Realty Companies  
9900 US Hwy 290 E  
Manor, TX 78653-9720

ASC Medical 8 Holdings, LLC  
885 Woodstock Rd #430-330  
Roswell, GA 30075-2277

Shadowglen Golf, LP  
12801 Lexington St  
Manor, TX 78653-3333

Travis County MUD #2  
c/o Sue Brooks Littlefield  
100 Congress Ave #1300  
Austin, TX 78701-2744

Sherman White Jr & Sylvia M. White  
13720 Shadowglade Pl  
Manor, TX 78653-3768

Mickey Jonathan & Rachel Molad  
13724 Shadowglade Pl  
Manor, TX 78653-3768

Sonny Willis & April Ann Willis  
13728 Shadowglade Pl  
Manor, TX 78653-3768

Realtron, Inc.  
13276 Research Blvd #105  
Austin, TX 78750-3225

Phillip P. & Irma  
13721 Shadowglade Pl  
Manor, TX 78653-3768

Arturo Sanchez &  
Sanjuana Perez Sanchez  
13717 Shadowglade Pl  
Manor, TX 78653-3768

Benjamin & Marisa Del la Garza  
11708 Pillion Pl  
Manor, TX 78653-3767

Allen C. Ambuhl & Debra K. Young  
11712 Pillion Pl  
Manor, TX 78653-3767

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

Anthony & Victoria Hunt  
11720 Pillion Pl  
Manor, TX 78653-3767

Lamont & Sharla M. Randle  
11709 Pillow Pl  
Manor, TX 78653

Thomas & Amanda Mullen  
11713 Pillion Pl  
Manor, TX 78653-3767

Humberto Suarez  
11717 Pillion Pl  
Manor, TX 78653-3767

Michael & Lauren Manker  
11721 Pillion Pl  
Manor, TX 78653-3767

Marilyn D. McArthur  
11725 Pillion Pl  
Manor, TX 78653-3767

Gary L. Stiggers  
11729 Pillion Pl  
Manor, TX 78653-3767

Williams Wesley Taylor Jr &  
Jery Ann Taylor  
11733 Pillion Pl  
Manor, TX 78653-3767

Maura Hayes & Terrence Hayes III  
11737 Pillion Pl  
Manor, TX 78653-3767

Daffney A. Henry  
13745 Shady Ridge  
Manor, TX 78653-3770

Michael J. & Stephanie M Sievers  
13816 Field Spar Dr  
Manor, TX 78653-3881

Carmen & Rodolfo Acosta  
13820 Field Spar Dr  
Manor, TX 78653-3881

Brett R. Benedetti  
13824 Field Spar Dr  
Manor, TX 78653-3881

Daisy Prieto & Salvador U. Flores  
13828 Field Spar Dr  
Manor, TX 78653-3881

Aspazia Bitu  
13832 Field Spar Dr  
Manor, TX 78653-3881

Todd Curtis Phillips &  
Samantha Anette Phillips  
11501 Sun Glass Dr  
Manor, TX 78653-3884

Akinyemi P. Ajai & Priscilla O. Ajai  
11505 Sun Glass Dr  
Manor, TX 78653-3884

Jennifer & Michael White  
11509 Sun Glass Dr  
Manor, TX 78653-3884

Mayra Hernandez  
11513 Sun Glass Dr  
Manor, TX 78653

Gladys & Jeffrey Lewis  
11517 Sun Glass Dr  
Manor, TX 78653-3884

Coretta Bell-Sexton &  
Johnny F. Sexton Jr  
11601 Sun Glass Dr  
Manor, TX 78653-3885

Kristin & Scott P. Vandenberg  
11605 Sun Glass Dr  
Manor, TX 78653-3885

Charlie Holmes & Mark Burgessporter  
c/o Stephens Lamb  
P.O. Box 27626  
Macon, GA 31221-7626

Juan & Shawna Cuellar  
11613 Sun Glass Dr  
Manor, TX 78653-3885

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

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

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

Michelle L. White  
11629 Sun Glass Dr  
Manor, TX 78653-3885

Diana & Timothy Mortensen  
11633 Sun Glass Dr  
Manor, TX 78653-3885

Joseph C. & Jana Bowman  
11701 Sun Glass Dr  
Manor, TX 78653-3957

Karen Reynolds  
11705 Sun Glass Dr  
Manor, TX 78653-3957

Jarrett Crippen  
11709 Sun Glass Dr  
Manor, TX 78653-3957

Douglas D. & Michiko I. Dodge  
11713 Sun Glass Dr  
Manor, TX 78653-3957

Mohammed Nabil Zawahiri  
11717 Sun Glass Dr  
Manor, TX 78653-3957

Current Resident  
11721 Sun Glass Dr  
Manor, TX 78653

Joaquin R. Saenz &  
Serena M. Pennock-Saenz  
11725 Sun Glass Dr  
Manor, TX 78653-3957

Janice B. & Terry S. Smith  
13833 Field Stream Ln  
Manor, TX 78653-3830

Marisabell & Edgar I. Velasco  
12929 Carillon Way  
Manor, TX 78653-5194

Rizwana N. & Mohammed Amjed  
13825 Field Stream Ln  
Manor, TX 78653-3830

Tiffany Martz & Aaron Schwartz  
11712 Sun Glass Dr  
Manor, TX 78653-3957

Kirsten E. & Jeffrey T. McLaughlin  
11708 Sun Glass Dr  
Manor, TX 78653-3957

Jeremy Ohora  
11704 Sun Glass Dr  
Manor, TX 78653-3957

Xiang Ma & Xiaoman Miao  
15 Iris Ln  
Menlo Park, CA 94025

Sally J. Evans & Rebecca A. Lucero  
13824 Glen Mark Dr  
Manor, TX 78653-3958

Vincent S. Do, etal  
13820 Glen Mark Dr  
Manor, TX 78653-3958

Alejandra & Carlos Hernandez  
13825 Long Shadow Dr  
Manor, TX 78653-3883

Terrence Wood & Gloria Taylor-Lewis  
25551 SE 41<sup>st</sup> Ct  
Sammamish, WA 98029-7769

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

Agata Gruza & Eric Michael Daley  
13824 Long Shadow Dr  
Manor, TX 78653-3883

David L. & Josie U. Haney  
13825 Tercel Trce  
Manor, TX 78653-3879

Current Resident  
13821 Tercel Trce  
Manor, TX 78653

Torvald Tomas Valentij Hessel &  
Ryan Elisabeth Fleming  
16408 Christina Garza Dr  
Manor, TX 78653-2162

Willie & Carmen Maria Kendrick  
13824 Tercel Trace  
Manor, TX 78653-3879

Chae Kyung Kim & Choong N. Chang  
13817 Field Spar Dr  
Manor, TX 78653-3881

Michael & Lindsay Jones  
13821 Field Spar Dr  
Manor, TX 78653-3881

Shadowglen Residential Community  
c/o CCMC L-100  
8360 E. Via de Ventura Blvd  
Scottsdale, AZ 85258-3172



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

- January 5, 2022, City Council Regular Meeting; and
- January 8, 2022, City Council Workshop Session

### BACKGROUND/SUMMARY:

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

- January 5, 2022, City Council Regular Meeting; and
- January 8, 2022, City Council Workshop Session

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the City Council Minutes of the January 5, 2022, City Council regular meeting; and January 8, 2022, City Council Workshop Session.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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**CITY COUNCIL  
REGULAR SESSION MINUTES  
JANUARY 05, 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  
Debbie Charbonneau, Heritage and Tourism Manager  
Barbara Boulware-Wells, City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:03 p.m. on Wednesday, January 5, 2022, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

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

**PUBLIC COMMENTS**

Vicki McFarland with Manor Chamber of Commerce, Manor, Texas thanked the city for allowing the Chambers to participate in the Holiday in Park event at Timmermann Park and thanked Debbie Charbonneau, Heritage and Tourism Manager for her assistance and for coordinating the event.

William Willner, 202 Wheeler Street, Manor, Texas spoke in regard to public safety. He discussed his current complaints with Manor Police Department. He provided a flash drive and copies of the complaint to City Secretary to distribute to City Council.

No one else appeared at this time.

## REPORTS

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

### A. Sesquicentennial 2022 Event Calendar

Heritage and Tourism Manager Charbonneau discussed the attached 2022 Event Calendar.

### B. 2050 Comprehensive Plan

Chance Sparks with Freese Nichols, Inc gave an update on the number of surveys they have conducted regarding the comprehensive plan. He discussed the efforts they've done to reach out to the community. He provided the attached brochure that has been used to promote the survey.

## PUBLIC HEARINGS

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

*Submitted by: Scott Dunlop, Interim City Manager*

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

Mayor Harvey opened the public hearing.

Interim City Manager Dunlop discussed the proposed annexation of 3.398 acres of land.

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

There was no further discussion.

**Motion to close carried 6-0**

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

*Submitted by: Scott Dunlop, Interim City Manager*

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

Mayor Harvey opened the public hearing.

Interim City Manager Dunlop discussed the proposed annexation of 134.529 acres of land.

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

There was no further discussion.

**Motion to close carried 6-0**

#### **CONSENT AGENDA**

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

*Submitted by: Lluvia T. Almaraz, City Secretary*

- **December 15, 2021, City Council Regular Meeting; and**
- **December 29, 2021, City Council Called Special Session**

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace, to approve the consent agenda.

There was no further discussion.

**Motion to approve carried 6-0**

#### **REGULAR AGENDA**

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

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

*Owner: Dwyer Realty*

*Submitted by: Scott Dunlop, Interim City Manager*

The city staff recommended that the City Council postpone this item to the January 19, 2022 regular council meeting per the application.

Jonathan Sosebee with Kimley-Horn and Associates, Inc. Austin, Texas submitted a speaker card; 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 Wallace and seconded by Council Member Moreno, to postpone this item to the January 19, 2022, City Council regular meeting.

There was no further discussion.

**Motion to approve carried 6-0**

**5. First Reading: Consideration, discussion, and possible action on an ordinance annexing 134.529 acres of land, more or less, located in Travis County, Texas at the request of the property owners, 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*

The city staff recommended that the City Council approve the first reading of an ordinance annexing 134.529 acres of land, more or less, located in Travis County, Texas at the request of the property owners, approving an agreement for the provision of services for the annexed area and providing for other related matters.

Interim City Manager Dunlop discussed the annexation process.

**Ordinance:** An Ordinance of The City of Manor, Texas Annexing 134.529 Acres of Land, More or Less, Located in Travis County, Including the Abutting Streets, Roadways, and Rights-Of-Way Into the Corporate Limits of 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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the first reading of an ordinance annexing 134.529 acres of land, more or less, located in Travis County, Texas at the request of the property owners, approving an agreement for the provision of services for the annexed area and providing for other related matters.

There was no further discussion.

**Motion to approve carried 6-0**

**6. First Reading: Consideration, discussion, and possible action on an ordinance annexing 3.398 acres of land, more or less, located in Travis County, Texas at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.**

*Submitted by: Scott Dunlop, Interim City Manager*

The city staff recommended that the City Council approve the first reading of an ordinance annexing 3.398 acres of land, more or less, located in Travis County, Texas at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.

Interim City Manager Dunlop discussed the proposed annexation of 3.398 acres of land.

**Ordinance:** An Ordinance of the City of Manor, Texas Annexing 3.398 Acres of Land, More or Less, Located in Travis County, Including the Abutting Streets, Roadways, and Rights-Of-Way Into the Corporate Limits of 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.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve the first reading of an ordinance annexing 3.398 acres of land, more or less, located in Travis County, Texas at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.

There was no further discussion.

**Motion to postpone carried 6-0**

**7. Consideration, discussion, and possible action on canceling the February 16, 2022, Regular City Council Meeting and setting a Called Special Session. (Requested by Mayor Harvey)**

The city staff recommended that the City Council cancel the February 16, 2022, Regular City Council meeting and set a Called Special Session.

Mayor Harvey stated he was attending an Economic Development conference the week of February 16<sup>th</sup> and requested for the regular council meeting to be changed.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to cancel the February 16, 2022, Regular City Council meeting and set a Called Special Session on February 23, 2022, at 7:00 p.m.

There was no further discussion.

**Motion to approve carried 6-0**

**8. Consideration, discussion, and possible action on canceling the March 2, 2022, Regular City Council Meeting and setting a Called Special Session.**

The city staff recommended that the City Council cancel the March 2, 2022, Regular City Council Meeting and set a Called Special Session due to the Texas Independence Day Holiday and city offices would be closed.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve cancel the March 2, 2022, Regular City Council meeting and set a Called Special Session on March 1, 2022, at 7:00 p.m.

There was no further discussion.

**Motion to approve carried 6-0**

**9. Consideration, discussion, and possible action on a resolution to conduct a public hearing to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.**

The city staff recommended that the City Council approve Resolution No. 2021-30 to conduct a public hearing on February 23, 2022, to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.

Interim City Manager Dunlop discussed the duties of the Advisory Committee and stated that the members of P&Z Commission and Barth Timmermann, Development Representative served on the Advisory Committee.

Resolution: A Resolution of the City of Manor, Texas Setting a Public Hearing to be Held at 7:00 P.M. on Wednesday, February 23, 2022, at Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653 to Consider Amendment of water and Wastewater Community Impact Fees.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve Resolution No. 2021-30 to conduct a public hearing on February 23<sup>rd</sup> to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.

There was no further discussion.

**Motion to approve carried 6-0**

**10. Consideration, discussion, and possible action on the reappointment of Planning and Zoning Commissioner Prince J. Chavis, Place 4 and Commissioner Cecil Meyer, Place 6 for a two-year term.**

The city staff recommended that the City Council reappoint Planning and Zoning Commissioner, Prince J. Chavis, Place 4 and Commissioner Cecil Meyer, Place 6 for a two-year term.

**MOTION:** Upon a motion made by Mayor Pro Tem Hill and seconded by Council Member Moreno to approve and reappoint Planning and Zoning Commissioner, Prince J. Chavis, Place 4 and Commissioner Cecil Meyer, Place 6 for a two-year term.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7: 51 p.m. on Wednesday, January 5, 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 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct (Consultation with Attorney) to consult with legal counsel regarding the Interlocal Agreement for Allocation of Sales Tax Revenue for the Development of Infrastructure by the City of Manor and Travis County Emergency Services District No. 12* at 7:51 p.m. on Wednesday, January 5, 2022.

The Executive Session was adjourned at 9:12 p.m. on Wednesday, January 5, 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 9:12 p.m. on Wednesday, January 5, 2022

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

There was no action taken.

At the request of Mayor Harvey, regular agenda item no. 9 was reconsidered for an amendment to the motion to correct Resolution No.

**9. Consideration, discussion, and possible action on a resolution to conduct a public hearing to consider amendment of Water and Wastewater Community Impact Fees as recommended by the Advisory Committee.**

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Moreno to amend first motion and change Resolution No. to 2022-01.

There was no further discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 9:14 p.m. on Wednesday, January 5, 2022.

These minutes approved by the Manor City Council on the 19<sup>th</sup> day of January 2022. *(Audio recording archived)*

**APPROVED:**

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

**ATTEST:**

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

# JANUARY 2022 – Special Edition Articles to Begin & Kick-Off

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31 New Year's Eve Kick-off – Downtown – 7pm – Midnight	1
2	3	4	5	6	7	8
9	10 Sesquicentennial Showcase – City Hall – 6:00pm – 8:00pm – City Staff	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## FEBRUARY 2022 – MISD Elementary Focus

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31 Students will publish Writings from the theme, "What I Love About Manor"	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5

## MARCH 2022 – Chamber of Commerce Focus – Vicki

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 All previous Chamber of Commerce Citizens of the Year Recognized	28 Idea would be to do a luncheon for recognition and write an article	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

## APRIL 2022 – Volunteer Organizations Recognition - Lions

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31 Celebration recognizing Manor's Volunteer Organizations and/or people	1	2
3	4	5	6	7	8	9
10	11	12	13	14 Golf Tournament	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## MAY 2022 – Community Family Event – ManorPalooza

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6 ManorPalooza	7 ManorPalooza
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

## JUNE 2022 – Business Focus – Economic Development

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31 Special Edition Article Recognizing Manor's Oldest Business	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15 Newspaper Teaser Photo Contest	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

## JULY 2022 – Photo Contest – Community Development

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1 Kick - Off	2
3 4 <sup>th</sup> of July Ages 9 - 12	4 4 <sup>th</sup> of July	5	6	7	8	9
10 Summer Vacations Ages 13 - 15	11	12	13	14	15	16
17 Summertime Food Ages 16 - 18	18	19	20	21	22	23
24 Summertime Fun All Ages	25	26	27	28	29	30
31	1	2	3	4	5	6

## AUGUST 2022 – Telephone Spools Project – Debbie & Anne

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

SEPTEMBER 2022 – City Wide Clean Up - KMB						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30 City Wide Cleanup	31 This event will be hosted by Keep Manor Beautiful	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

## OCTOBER 2022 – Manor Night Out – Police Department

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15 Manor Night Out
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## NOVEMBER 2022 – Holiday Season Begins & “Shop Small”

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31 Have businesses decorate their store fronts in a selected holiday theme	1 Shop Small Shop Local Kick-Off at The Studios	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

DECEMBER 2022 – Christmas in the Park & Gala						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3 Holidays in the Park – Timmerman Park 12:00pm – 6:00pm
4	5	6	7	8	9	10 Gala – 7:00pm – 11:00pm
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31 The End!



# COMMUNITY SURVEY #2

## WE WANT TO HEAR FROM YOU!

The City of Manor is embarking on a Comprehensive Plan for the first time. The Comprehensive Plan sets a vision for growth for the next 20 to 30 years, and identifies both short-term and long-term strategies to achieve the vision. This survey seeks to confirm direction on the vision based on what we've heard so far, information about how you experience your neighborhood, and perspectives on your experience & desires for the parks, recreation and trails system.

You are invited to give your input by taking the **online survey** at <https://tinyurl.com/4ypsz57>.

SCAN THE QR  
OR  
FOLLOW THE LINK



VISIT [WWW.MANOR2050.COM](http://WWW.MANOR2050.COM)


**DESTINATION  
2050**

# ENCUESTA COMUNITARIA #2

## ¡QUEREMOS ESCUCHAR DE TI!

La ciudad de Manor se está embarcando en un plan comprensivo por primera vez. El Plan Comprensivo establece una visión de crecimiento para los próximos 20 a 30 años e identifica estrategias tanto a corto como a largo plazo para lograr la visión. Esta encuesta busca confirmar la dirección de la visión basada en lo que hemos escuchado hasta ahora, información sobre su vecindario y perspectivas sobre su experiencia y deseos para el sistema de parques, recreación y senderos.

Esta invitado dar su opinión en la encuesta en línea, visite <https://tinyurl.com/drby23kv>.

ESCANEA EL CÓDIGO QR

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VISITE LA PÁGINA EN LÍNEA



**DESTINATION  
2050**

VISIT [WWW.MANOR2050.COM](http://WWW.MANOR2050.COM)



**CITY COUNCIL  
WORKSHOP SESSION MINUTES  
JANUARY 8, 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  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Debbie Charbonneau, Heritage and Tourism Manager  
Michael Tuley, Director of Public Works  
Tracey Vasquez, HR Manager  
Frank Phelan, City Engineer

**WORKSHOP SESSION – 10:00 A.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 10:11 a.m. on Saturday, January 8, 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.

Mayor Harvey presented and discussed the attached PowerPoint Presentation,

At the direction of Mayor Harvey, council and staff were put into groups to discuss values and beliefs.

The discussion was held regarding the following topics.

- Shared Beliefs
- Vision
- Goals

City staff was dismissed by Dr. Harvey at 12:15 p.m. except for City Secretary Almaraz and HR Manager Vasquez.

The discussion was held regarding the following topics.

- Council Committees
- Charter Review

There was no action taken.

## ADJOURNMENT

The Workshop Session of the Manor City Council Adjourned at 1:11 p.m. on Saturday, January 08, 2022.

These minutes approved by the Manor City Council on the 19<sup>th</sup> day of January 2022. *(Audio recording archived)*

## APPROVED:

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Dr. Christopher Harvey  
Mayor

## ATTEST:

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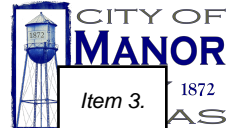
Lluvia T. Almaraz, TRMC  
City Secretary

# City Council Workshop

**Workshop Session - 1.06.2022**



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 - Workshop Session

Saturday, January 08, 2022 at 10:00 AM

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

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### AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

### AGENDA

- Shared Beliefs
- Vision
- Goals
- Break
- Council Committees
- Charter Review

ADJOURNMENT

# Purpose

- Establish shared beliefs and values
- Review and revise the vision statement
- Create *SMART* Goals, protocols, and direction for council committees
- Clarify Expectations regarding the “Big Picture”

# Norms

- A** - Ask questions, Assume positive intent
- E** - Engage fully, Equity in voice
- I** - Integrate new learning, Interrogate biases
- O** - Open to new perspectives and collaborative relationships
- U** - Utilize new information, Unfinished learning
- Y** - Know your Why



# Shared Values

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# December Workshop Values - 12/2021

<b>Green Beans</b>	<b>Tower of Power</b>	<b>A-Team</b>
Honesty/Trust**	Courtesy/Respect***	Communication***
Communication***	Slow to Judgement**	Positivity*
Respect***	Integrity*	Equity*
Accountability*	Drive*	Transparency*
Teamwork/Collaboration*	Pride*	Open-minded to Change*
Loyalty*	Communication***	Understanding*
Integrity*	Restorative*	Accepting/Caring**
Commitment	Follow the Leader*	Truthful**
Knowledge*	Participation*	Mutual Respect***

# Manor City Council and City Staff Values:

- Communication
- Respect
- Equity<sup>2</sup>
- Collaboration
- Integrity
- Accountability

# Shared Beliefs

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**BREAK TIME**

YouTube michaeljrcomedy

Why are you here in  
Manor, in the position  
you are in today?

What do you want to  
see for our City?

What do you believe  
we can accomplish  
together?

When we are  
successful, what are  
people saying about  
us?

# BREAK

**Department Staff Dismissed**

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# Vision

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# Does this Statement Reflect Our Vision?

City Council Vision Statement

**The City of Manor strives  
to promote community  
spirit through the  
preservation of our  
unique character and  
heritage, while fostering  
a dynamic economic  
environment.**

# New Vision Statement

[TBD]

What We Hope to Become

What behavior  
changes and actions  
are needed to  
accomplish the vision?

# Goals

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# Priority Areas of Focus

- Building Opportunities for Families
- Understanding and Developing Our Community
- Increasing Business and Job Training Opportunities
- Long-range Strategic Planning
- Developing the infrastructure needed for growth

# Council Committees

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<b>Committee</b>	<b>Committee Chair</b>
Budget	Maria Amezcua
Public Improvement District (PID)	Aaron Moreno
Tax Increment Investment Zone (TIRZ)	Mayor Harvey
Parks	Sonia Wallace
Public Tree Advisory Board	Sonia Wallace
Education	Mayor Pro Tem Hill
Capital Improvements Projects (CIP)	Mayor Harvey
Community Collaborative (CCC)	Mayor Harvey
Economic Development	Mayor Harvey
Public Safety	Mayor Pro Tem Hill
Health Care	Anne Weir

# Charter Review

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# Goals for the City Manager

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- December 2021 Department Monthly Reports

### STAFF RECOMMENDATION:

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

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



# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

1/19/2022

December 2021

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	2429	1684	44.23↑	Patrol Car Rental
Average CFS per day	78.3	54.3	44.19↑	Last Month \$1,771
Open Cases	14	16	12.5↓	YTD \$29,354
Charges Filed	64	28	128.57↑	
Alarm Responses	40	51	21.56↓	
Drug Cases	7	6	16.66↑	
Family Violence	2	8	75↓	
Arrests Fel/Misd	15 FEL/49 MISD	11FEL/29MISD	36.36↑/68.96↑	
Animal Control	32	16	100↑	
Traffic Accidents	39	44	11.36↓	
DWI Arrests	13	15	13.33↓	
Traffic Violations	480	158	203.79↑	
Impounds	46	36	27.77↑	
Ordinance Violations	96	11	772.72↑	
Victim Services Cases	13	43	69.76↓	
Total Victims Served	11	33	66.66↓	
Laboratory Submissions	2	4	50↓	

Notes:

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

**December 1-31, 2021**

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$1,000.00	\$172.00	
Residential Deck/Patio	1	\$1,500.00	\$107.00	
Residential Demolition	1	\$100.00	\$97.00	
Residential Electrical	14	\$599,227.55	\$1,498.00	
Residential Foundation Repair	2	\$7,560.00	\$194.00	
Residential Irrigation	31	\$9,000.00	\$3,387.00	
Residential Mechanical-HVAC	4	\$26,264.00	\$428.00	
Residential New	66	\$21,705,573.10	\$305,892.00	
Residential Plumbing	1	\$500.00	\$107.00	
Residential Swimming Pool/Spa	1	\$38,000.00	\$247.00	
Right of Way	3	\$0.00	\$1,656.00	
<b>Totals</b>	<b>125</b>	<b>\$22,388,724.65</b>	<b>\$313,785.00</b>	

Total Certificate of Occupancies Issued: 26

Total Inspections(Comm & Res): 1,468

*Scott Dunlop, Interim City Manager*

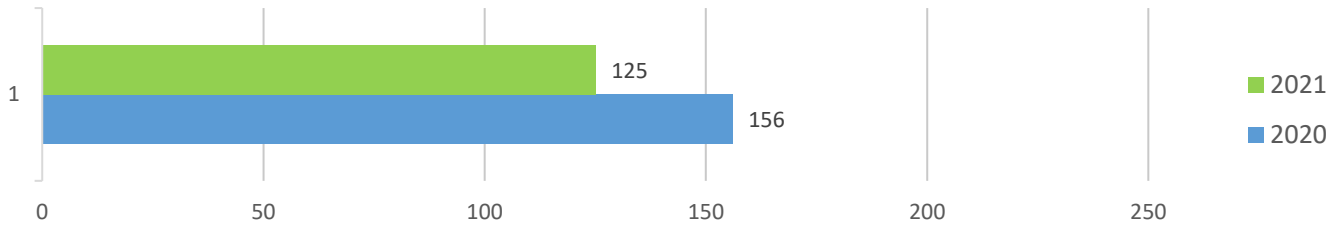




# December 2021

DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR

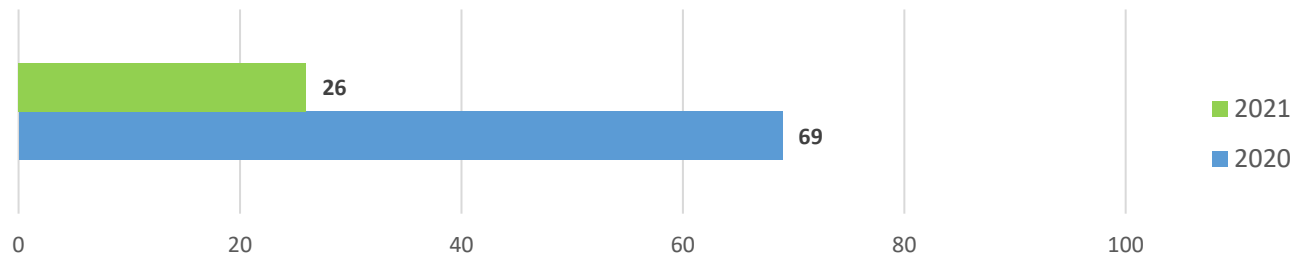
## ALL PERMITS ISSUED



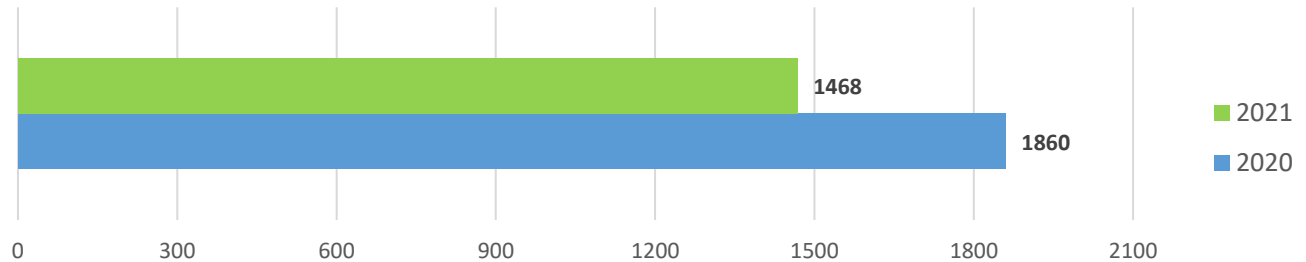
## RESIDENTIAL NEW PERMITS



## COs ISSUED



## INSPECTIONS



\*Charts displayed at different scales



# MEMO

To: Mayor and City Council Members  
 From: Debbie Charbonneau, Heritage & Tourism Manager  
 Date: January 19, 2022  
 RE: **December 2021 & January 2022**

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## COMMUNITY MEETINGS

Chamber of Commerce January Board of Directors Meeting – Monday, January 10, 2022  
 Chamber of Commerce Business After Hours – Libation Station – Thursday, December 16, 2021  
 2022 Sesquicentennial Golf Tournament Meeting – Monday, December 13, 2021  
 2022 Sesquicentennial Monthly Meeting – Tuesday, December 14, 2021  
 Holidays in the Parks Meeting – Thursday, December 16, 2021  
 Holidays in the Parks After Action Meeting – Thursday, January 6, 2022  
 New Year's Eve Logistics Meeting – Wednesday, December 22, 2021  
 Capital Metro Meeting – Wednesday, December 22, 2021  
 City Council Meeting – Wednesday, December 15, 2021  
 City Council Meeting – Wednesday, January 5, 2022

## BUSINESS CONTACTS/VISITS

I made twenty 28 business contacts/visits for the months of December & January.

## EVENTS

### HOLIDAYS IN THE PARK

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



# MEMO

## SESQUICENTENNIAL 2022

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

The Steering Committee Members are:

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

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

Samsung Austin Semiconductor	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
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



# MEMO

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

On Monday, January 10, 2022, we hosted our “Sesquicentennial Showcase” from 6pm – 8pm at City Hall. There was a very good turnout, and everyone enjoyed looking at and reading about Manor history.

## **MANORPALOOZA 2022 – MAY 6 & 7, 2022**

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

## **OTHER DUTIES**

**Qwally/NLC Interview – Friday, January 17, 2022.**

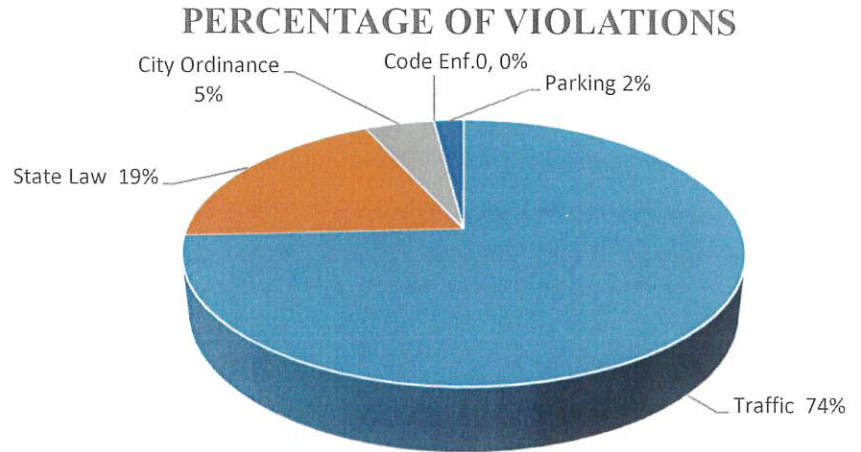
**Qwally Meeting – Monday, December 6, 2021 – Bi-Weekly meeting and update.**

## **Manor Chamber of Commerce**

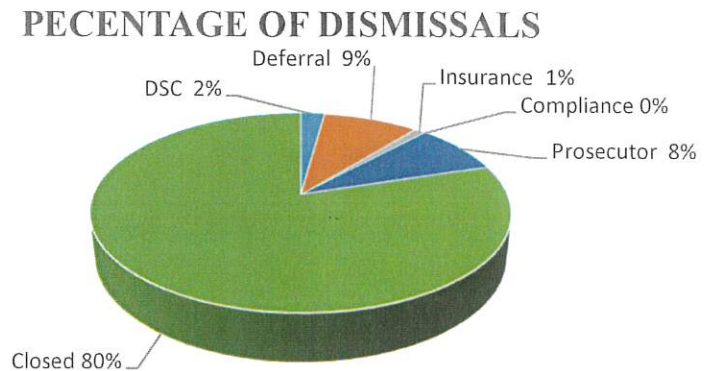
On Monday, January 10, 2022, I was elected to be the new President for the Manor Chamber of Commerce.

## City of Manor Municipal Court DECEMBER 2021

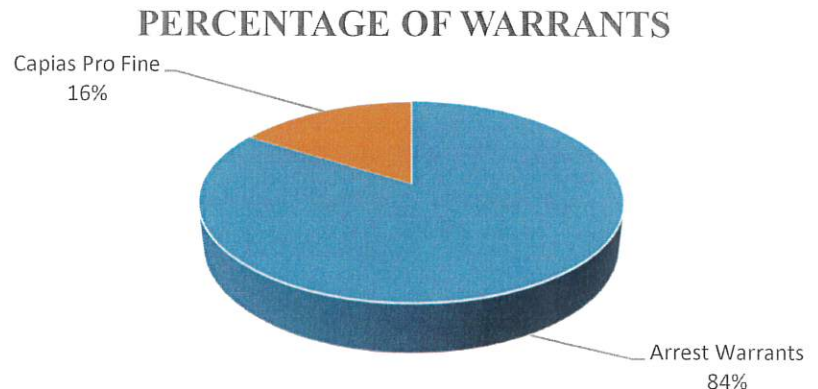
Violations Filed	Dec-21	Dec-20
Traffic	109	83
State Law	28	4
City Ordinance	7	2
Code Enforcement	0	0
Parking	3	1
<b>Total</b>	<b>147</b>	<b>90</b>



Dismissals	Dec-21	Dec-20
DSC	4	9
Deferral	16	16
Insurance	2	1
Compliance	0	1
Prosecutor	15	18
Closed	147	144
<b>Total</b>	<b>184</b>	<b>189</b>



Warrants	Dec-21	Dec-20
Arrest Warrants	72	0
Capias Pro Fine	14	0
<b>Total</b>	<b>86</b>	<b>0</b>



### Money Collected in December 2021

Kept By City	\$22,912.99
kept By State	\$8,194.02
<b>Total</b>	<b>\$31,107.01</b>

### Money Collected in December 2020

Kept By City	\$20,814.92
Kept By State	\$9,764.85
<b>Total</b>	<b>\$30,579.77</b>



# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: January 19, 2022  
**RE: December Monthly Report**

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## **Public Works Department**

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

In December, 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 December, 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 December, 56 % of the water we supplied to our residents was from our wells, and we purchased 44% from EPCOR and Manville WSC.

### **Population**

City of Manor- 15,542

ShadowGen- 5,984

### **Subdivision Inspections**

- Street Inspections- 29
- MS4 – 31
- Water Inspections- 7
- Wastewater Inspections- 7

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT  
PUBLIC WORKS DEPARTMENT  
JANUARY 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 startup to begin this month	99%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Project closeout	100%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Sent closeout packet to CapMetro.	99%
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Equipment installation ongoing	85%
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Construction is at approximately 85%. Contractor has been delayed by shortages of lift station equipment. The contract completion date of January 8 is expected to be extended into February.	85%
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Final Walk-Thru November 15.	Project Substantially Complete, retainage being held until vegetation is established.
FM973 Water & WW Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Water installation has been completed; working on testing the lines; to begin wastewater week of January 10 <sup>th</sup> .	Construction Phase

Bastrop/Parsons Gravity Main	12" gravity wastewater main	Wastewater improvements have	90%
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		been installed and are in service. Contractor is completing clean-up and pavement repairs	
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	Waiting to issue Notice to Proceed when all easements have been secured
Pavement Management Program	Pavement Assessment and Management Program	Began working on Phase 2.	Phase 2 – 5% complete
I&I Program	Phase 1 and Phase 2 Inflow and Infiltration Program	Working on analyzing data and preparing report.	Phase 1 – complete Phase 2 – 75% complete
Cottonwood Creek Wastewater Line Extension	Northern extension of gravity wastewater line in Cottonwood Creek Basin	Construction documents are at 90% completion	Design Phase
Manor Commercial Park WW Collection System	Phased wastewater collection system improvements for Beltex area	Internal project kickoff meeting has been held; work on setting up survey work.	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 January 17.	Preliminary Engineering
FM 973 and US 290 Water Lines, CIP W-15 & W-16	Water line extensions along FM973 and US 290	Engineering contract awarded	Preliminary Engineering
Bell Farms and Carriage Hills LS Imp, CIP-2 & CIP-3	Upgrades to the Bell Farms and Carriage Hills lift stations to provide capacity for new growth	Project kickoff meeting scheduled for week of January 10 <sup>th</sup> .	Preliminary Engineering
FY 2021 Paving Improvements Project	Capital Metro BGA and City-Funded paving improvements	Contract approved by City Council on Dec 1.	Preliminary Engineering
KB Homes WW Line Project	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Project kickoff meeting scheduled for week of January 17 <sup>th</sup> .	Preliminary Engineering
Cottonwood Creek Grant Project	Grant funded expansion of the Cottonwood Wastewater Treatment Plant	Project kickoff meeting scheduled for the week of January 10 <sup>th</sup>	Preliminary Engineering

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

### **Daily Duties and Projects 12-1-2021 / 12-31-2021**

- Street Maintenance – repaired and replaced stop signs at E. Parsons St. & E. Wheeler St.
- Street Maintenance - filled potholes @ Old Kimbro, E. Eggleston St, San Marcos St, Lampasas St.
- Street Maintenance- repaired and replaced stop sign down at Walter Vaughn Dr & Mason Stone Cv.
- Street Maintenance – crack sealed Athens St. not completed.
- Street Maintenance – installed 3 benches in Timmermann Park.
- Street Maintenance- placed dirt along sidewalk in Timmermann Park.
- Streets Maintenance/Parks - Worked Holidays in the Park Event.
- Streets Maintenance – added Bocce sand to Bocce courts in Timmermann Park.
- Streets Maintenance – replaced 4 trees at City Hall.
- Streets/Parks Maintenance- placed new mulch around trees at city hall.
- Parks Maintenance – trimmed trees out of creek at Ring Dr & Creekside.
- Streets/Parks Maintenance – cut and trimmed at downtown water tower.
- Parks Maintenance – Replaced 10 dead plants at the Art Park.
- Parks Maintenance – Replaced 4 dead plants at Timmermann Park. .
- Parks Maintenance – applied pre-emerge to Timmermann Park.
- Parks Maintenance- Mowed and weed eated Cemetery.
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

- 31 locations inspected once a day.
- 2 MS4 reports submitted this month as required by TCEQ.

### **Concrete Pre pour Inspection**

Logos Phase 4 & 5 – 6 inspections  
 Manor Heights Phase 2 – 4 inspections  
 Manor Heights Phase 3 – 0 inspections  
 Manor Heights Phase 6 – 0 inspections  
 Logos Village Clusters – 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 – 8 inspections

### **Proof Rolls**

Lagos Phase 4 & 5 – 0 inspections  
 Manor Heights Phase 6 – 0 inspections  
 Manor Heights Phase 2 sec 2 – 0 inspections  
 Shadowview Sec 3 Hill Ln – 1 inspection

### **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 – 1 inspection

### **Storm Sewer Inspections**

Manor Heights Phase 3 – 1 inspection  
 Gregg Manor Rd – 0 inspections  
 Hill Ln – 0 inspections  
 Village of Manor Commons Phase 2 – 3 inspections

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

Presidential Heights Phase 3 – homes are still being built.

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs.  
October 2021

Presidential Heights Phase 5 – 1 -year walkthrough has been done, contractor in process of repairs.  
September 2021

Presidential Heights Phase 4 – 2 years walkthrough has been done, contractor in process of repairs.  
November 2021

Stonewater North Phase 3- Homes are being built.

Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April  
2021

Stonewater North Phase 3-2-year Walkthrough has been done, contractor in process of repairs.  
September 2021

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

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

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

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

Manor Heights Phase III Sec. 2 – development process.

Grass Dale Manor Apartment - is in building process.

Manor Grand Apartments - is in building process.

Prose Manor Commons Apartments – Contractor is in building process.

Dairy Queen – Contractor in building process.

Manor Commons wastewater and water improvements in process.

Logos Phase 4 and 5 in development process.

Lagos Phase 2- homes are being built.

Logos Village Clusters in building process.

Lagos TIA improvements on San Marcos St. in process.

ShadowGlen Phase 2 Sec 22 & 23A walkthrough punchlist. September 2021

ShadowGlen Phase 2 Sec 25 & 26 walkthrough punchlist. September 2021

ShadowGlen Phase 2 Sec 27A & 27B and 28-Trails walkthrough punchlist. December 2021

ShadowGlen Phase 2 Sec 17 2-year walkthrough has been done, contractor in process of repairs. November 2021

ShadowGlen Phase 2 Sec 21A & 21B walkthrough punchlist. January 2022

## Water Monthly Report December 2021

For the month of December, the Water Department had 30 service calls, 8 repair jobs, 5 maintenance jobs and 7 inspections.

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

### Repairs

Presidential heights Lift station - repaired leak on 1" service line.

San Marcos and Parsons SE corner - repaired a 2" main break used at 2 x 7 1/2 repair clamp

300 East Lane in alley - repaired a 1" service line break replaced a 1" male cts adaptor that was leaking at the tap.

16216 Hamilton Point - replaced a broke 1" curb stop.

13417 Pine Needle - repaired 1" service line break replaced 6 ft of 1" poly used two 1" cts couplings.

North Burnet and East Towns NE corner - repaired a 2" pvc main break replaced 10 ft of 2" pvc used 2 dresser couplings.

13309 Constellation - repaired a meter seal leak on city side of service.

400 west Parsons - repaired 12" main - replaced a 12 x 6 Mechanical joint that was leaking that feeds city yard storage tank.

### Maintenance

Gregg Manor Rd at HWY 290 heading North to Hill lane -Located utilities marked water mains and services with blue paint and flags for Lantel Communications they are running cable.

Burnet St from East Browning to Hwy 290 -Located utilities marked water mains and services with blue paint and flags for Lantel Communications they are running cable.

Lexington St. from Casa Garcia's to golf course pro shop - did a practice shut off with Cash construction on 12" water main for tie in to be scheduled at a later date.

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

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

### Inspections

St Joseph Church at Hill Ln and Greg Manor Rd - pressure test 12" water main but Kim Till Construction 200 psi for 15 minutes and 100 psi for an hr. all passed.

Cottonwood - flushed service and took 2 Bac T samples by clor-serv.

Building Hope Construction Site off FM 973- Blackrock construction started installing 16" ductile iron water main.

Building Hope Construction Site off FM 973 - 16" water main by Blackrock Construction.

Manor Heights phase 3 section 2 - water and hydrants by JL Gray Construction.

ShadowGlen section 17 - two-year warranty inspection - found water valves needed to be painted blue and blue reflectors marking fire hydrants needed to be installed notified Pauline Gray.

St Joseph Church at Hill Ln and Greg Manor Rd. - received Bac T results on 12-28-21 they passed.

## Wastewater Monthly Report December 2021

For the month of December, the Wastewater Department had 10 service calls, 5 repair jobs, 7 maintenance jobs and 7 inspections.

### Service Calls

13220 Mizzen - sewer clog - city side service was clear notified customer issue was on customer side of service.  
 900 N Caldwell - sewer clog - cleared service line and called for locates to make repairs where city side meets customer side of service.  
 900 N. Caldwell - sewer clog - clog was on customer side of service notified customer clog was on customer side of service.  
 13300 Ring Drive - sewer clog - jetted city side service and cleared.  
 405 West parsons - sewer clog - jetted city service and cleared notified customer.  
 17017 Hamilton Point - sewer clog - city side was clear issue was on customer side of service ran camera found roots four to five feet from city side clean out on customer side notified customer.  
 18100 Canopy - sewer clog - no clogs found notified customer it was an indoor issue.  
 13212 High Sierra - sewer clog - clog was on customer side of service notified customer.  
 Gregg St. and Wheeler NW corner manhole clog - jetted manhole and cleared and disinfected with granular chlorine.

### Repairs

900 N. Caldwell - repaired where city side service meets customer side service installed clean out to ground level by FZ,CD,JB 12-13-21  
 12728 Bell Parkway -repaired where city side service meets customer side service installed clean out to ground level by FZ,CD,JB 12-21-21  
 14301 Pebble Run Path - replaced clean out cap and lid by CD,JB 12-22-21  
 13300 Ring Drive -repaired where city side service meets customer side service installed clean out to ground level by FZ,CD,JB 12-22-21  
 303 East Burton - replaced clean out cap and lid by JT,JB 12-23-21

### Maintenance

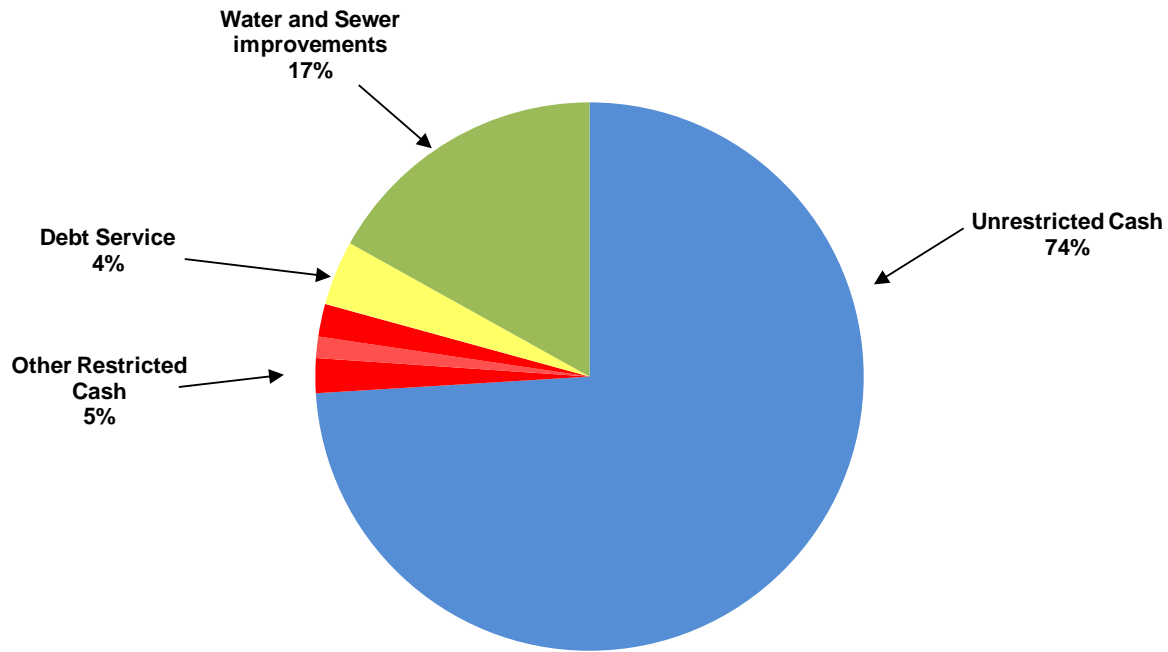
Wilbarger Plant - ordered load of sodium hypochlorite 1,900 gallons.  
 Gregg Manor Rd and HWY heading North to Hill lane -Located utilities marked wastewater mains and services with green paint and flags for Lantel Communications they are running cable contact for Lantel communications.  
 Burnet St from East Browning to Hwy 290 -Located utilities marked wastewater mains and services with green paint and flags for Lantel Communications they are running cable contact for Lantel communications.  
 Wilbarger Plant - ordered load of alum 4,500 gallons for Wilbarger Plant.  
 Presidential Heights Lift station - yearly testing and inspection of back flow preventer.  
 Wilbarger Plant - maintenance on generator change oil and filter.  
 Carriage Hills Lift Station - cleaned grease and rags out of lift station.

### Inspections

Manor Heights Phase 3 section 2 - pressure test wastewater mains and services.  
 Manor Heights Phase 3 section 2 - pressure test wastewater mains and services.  
 Cottonwood WWTP -Cottonwood Creek WWTP - 6" sludge draw-off and 8" force main pressure/leakage test.  
 Cottonwood Wastewater treatment Plant - Exfiltration test of lift station passed.  
 Cottonwood Improvement wastewater main by D Guerra construction.  
 ShadowGlen section 17 - two-year warranty inspection all good.  
 Cottonwood Creek WWTP: Manhole A1 by Excel Construction - exfiltration test passed.

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

<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>	\$ 19,230,665	\$ 9,715,662			\$ -	\$ 28,946,328
Restricted:						
<b>Tourism</b>				801,296		801,296
<b>Court security and technology</b>						-
<b>Rose Hill PID</b>				492,125		492,125
<b>Customer Deposits</b>		754,875				754,875
<b>Park</b>	8,934					8,934
<b>Debt service</b>			1,482,738			1,482,738
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		-		6,614,501		6,614,501
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 19,239,600</b>	<b>\$10,470,538</b>	<b>\$ 1,482,738</b>	<b>\$ 7,907,922</b>	<b>\$ -</b>	<b>\$ 39,100,797</b>



**Overview of funds:**

**\$182,771.10** sales tax collected  
 GF is in a favorable status.  
 UF is in a favorable status  
 DSF is in a favorable status  
 CIP Fund is in a favorable status



# MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Manager

Proposed Meeting Date: January 19, 2022

RE: December 2021

---

## **Meetings and Events:**

### ***Manor Sesquicentennial Committee Meetings***

December 14, 2021

### ***Public Funds Investment Act***

December 1-3, 2021

TML Training

San Antonio, TX

Re-certification for back up to Finance

### ***City Council Workshop***

December 11, 2021

Manor Senior High School

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

December 15, 2021

### ***Special Session Executive Session***

December 29, 2021

Consider the appointment of an applicant to the position of City Manager with SGR Executive Consulting Firm

## **December 2021**

- Completed the last 3 modules of Risk Management training for certification.
- Interviewed qualified individuals for the open position of Utility Crewman.
- Interviewed qualified individuals for the open position of Parks Crewman.



# MEMO

- New hire and onboarding for 5 Police positions.
- Attended the New Year's Eve logistics meeting.
- Met with outside Information Technology Directors in regard to the IT Director position open with the city.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 5, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 134.529 acres of land, more or less, located in Travis County, Texas at the request of the property owners, approving an agreement for the provision of services for the annexed area and providing for other related matters.

### BACKGROUND/SUMMARY:

A voluntary annexation petition was submitted by petitioners to annex 134.529 acres into the city limits. The attached ordinance is submitted to the City Council for first reading consideration to annex 134.529 acres into the city limits and complies with the City's Charter and Chapter 43 of the Texas Local Government Code.

First reading was conducted at the January 5, 2022, regular council meeting.

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

- Annexation Ordinance No. 634
- Annexation area map
- Exhibit B – Enfield Tract - Post Annexation Provision of Services Agreement

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the second and final reading of Ordinance No. 634 annexing 134.529 acres of land, more or less, located in Travis County, Texas at the request of the property owners, and 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. 634**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 134.529 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF 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:

Being a 134.529, more or less, acre tract of land situated in the S. Bacon Survey, Abstract Number 63, Travis County, Texas out of that certain called 146.75 acre tract of land described in deed of record in Document No. 2019013312, Travis County Official Public Records, said 134.529 acres being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**ORDINANCE NO. 634****Page 2**

**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** on First Reading this 5<sup>th</sup> day of January 2022.

**FINALLY PASSED AND APPROVED** on this 19<sup>th</sup> day of January 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

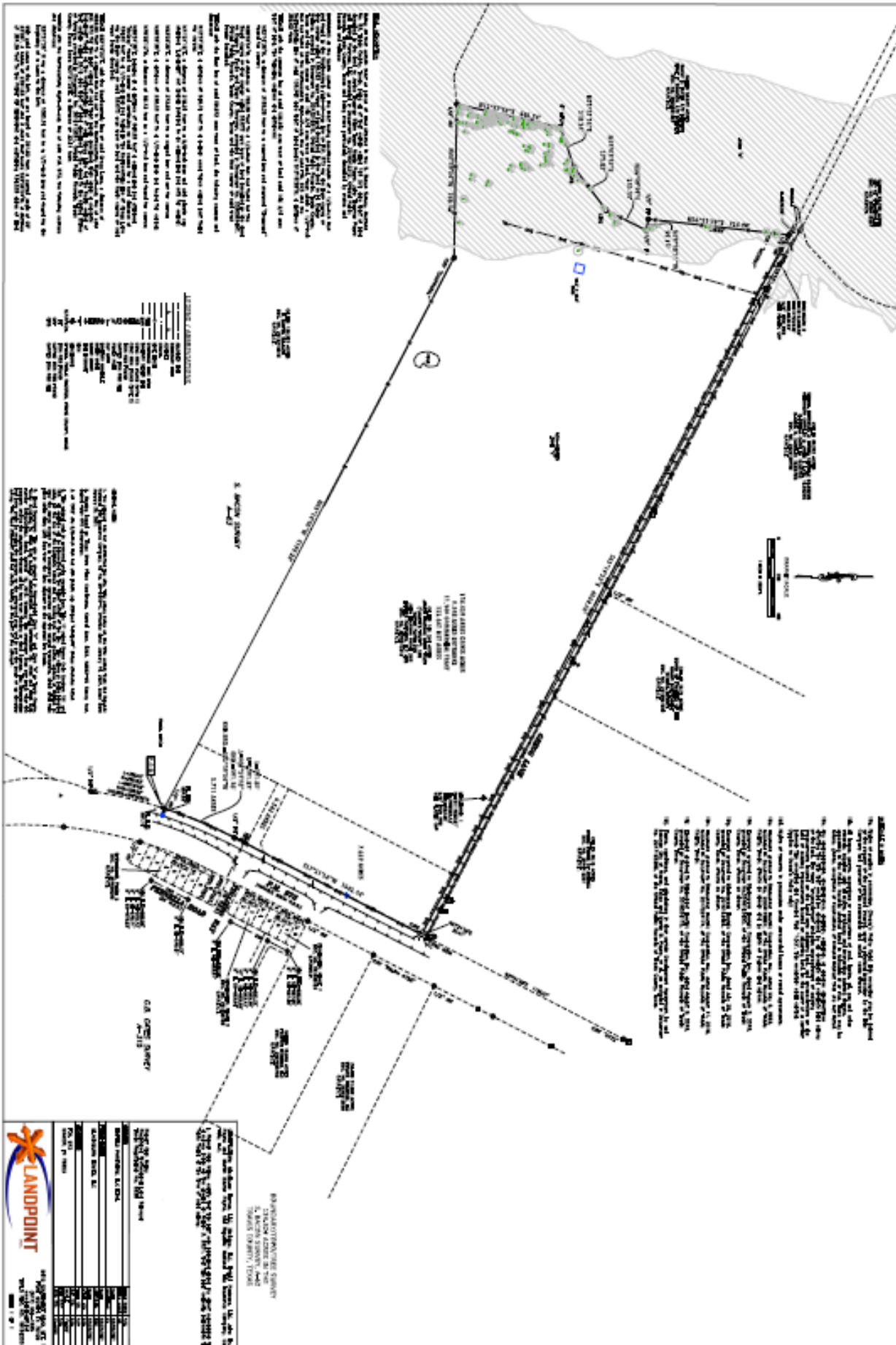
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO. 634**

**Page 3**

**Exhibit “A”**

**ANNEXED PROPERTY DESCRIPTION**



**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 the undersigned property owner(s) (collectively, the “Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

### **RECITALS**

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

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

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

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

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

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

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

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

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

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

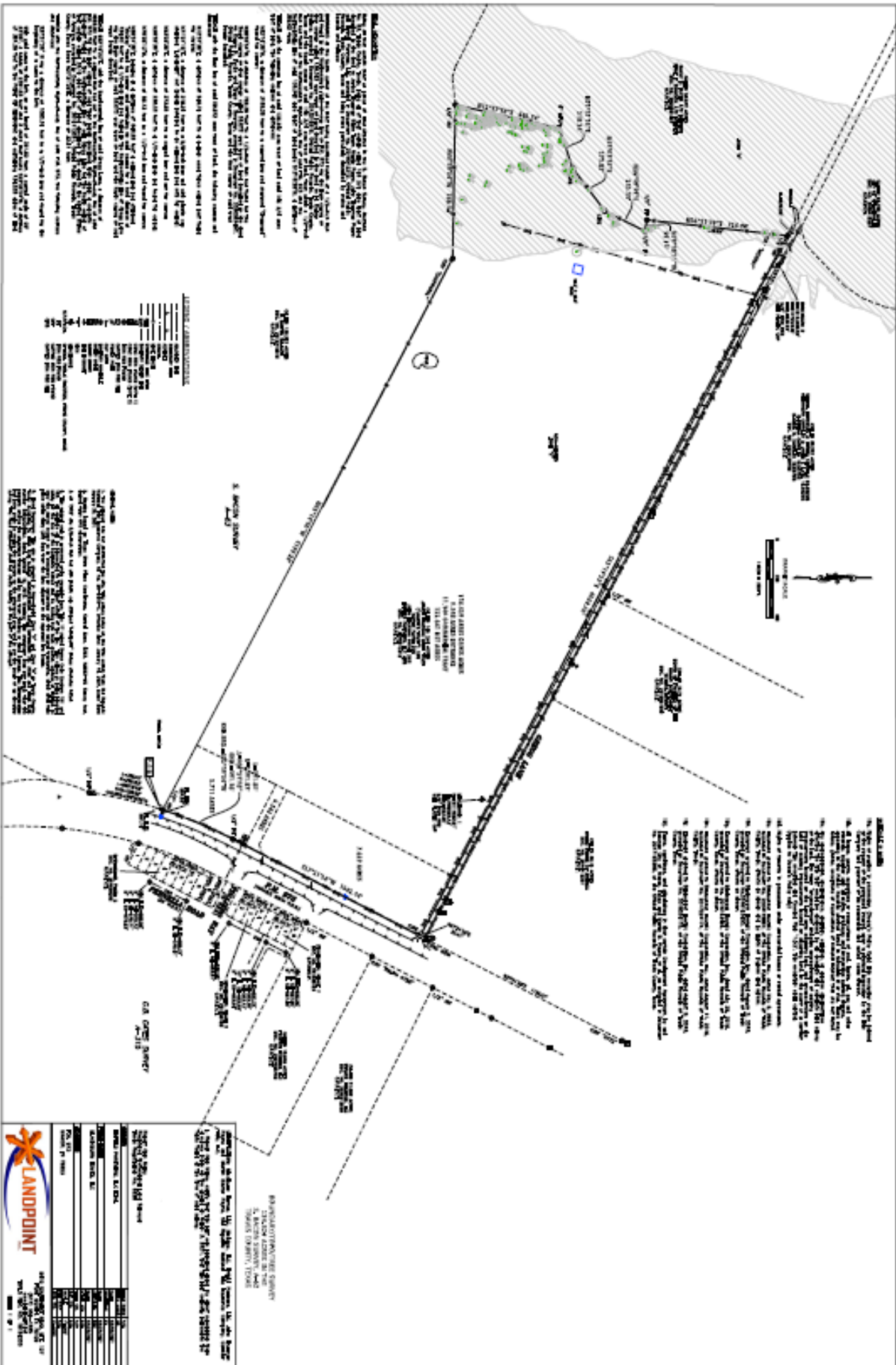
**By:** \_\_\_\_\_

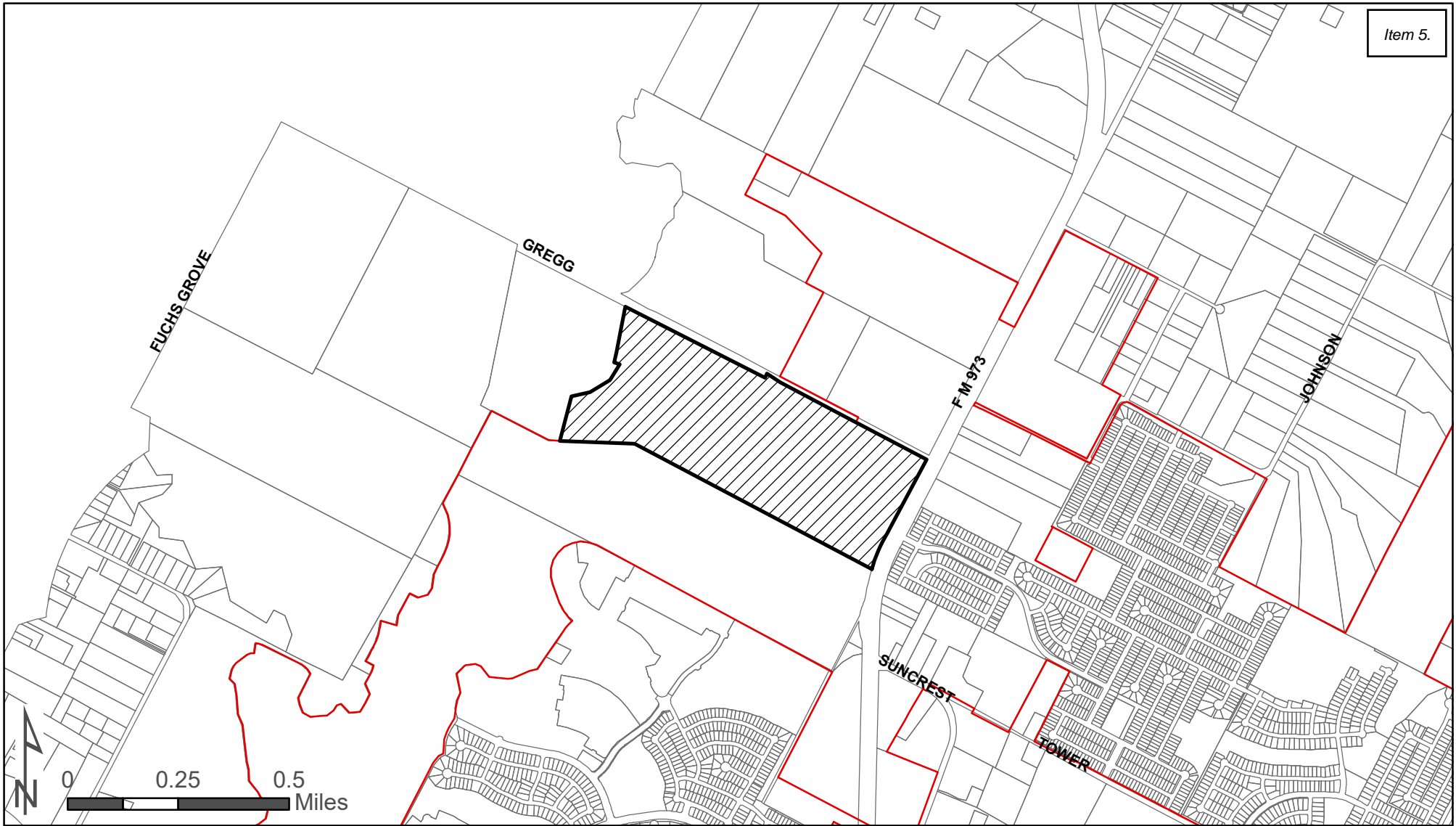
**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subject Property Description**





# City of Manor Voluntary Annexation

***N. FM 973 & Gregg Lane - 134.58 Acres***

Subject Property 

City Limits 



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 3.398 acres of land, more or less, located in Travis County, Texas at the request of the property owner, approving an agreement for the provision of services for the annexed area and providing for other related matters.

### BACKGROUND/SUMMARY:

A voluntary annexation petition was submitted by petitioners to annex 3.398 acres into the city limits. The attached ordinance is submitted to the City Council for first reading consideration to annex 3.398 acres into the city limits and complies with the City's Charter and Chapter 43 of the Texas Local Government Code.

First reading was conducted at the January 5, 2022, regular council meeting.

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

- Annexation Ordinance No. 635
- Annexation area map
- Exhibit B – Kareliya Tract - Post Annexation Provision of Services Agreement

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the second and final reading of Ordinance No. 635 annexing 3.398 acres of land, more or less, located in Travis County, Texas at the request of the property owner, and approve 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. 635**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 3.398 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF 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:

Being a 3.398, more or less, acre tract of land situated in the Greenbury Gates Survey No. 63, Abstract Number 315, in Travis County, Texas out of that certain tract of land called 15.00 acres in deed to Clide R. Nichols of record in Document No. 2000046322, Travis County Official Public Records and being that same tract of land described as one tract, 3.404 acres in Document No. 2005010269, Travis County Official Public Records, said 3.398 acres being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**ORDINANCE NO. 635****Page 2**

**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** on First Reading this 5<sup>th</sup> day of January 2022.

**FINALLY PASSED AND APPROVED** on this 19<sup>th</sup> day of January 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

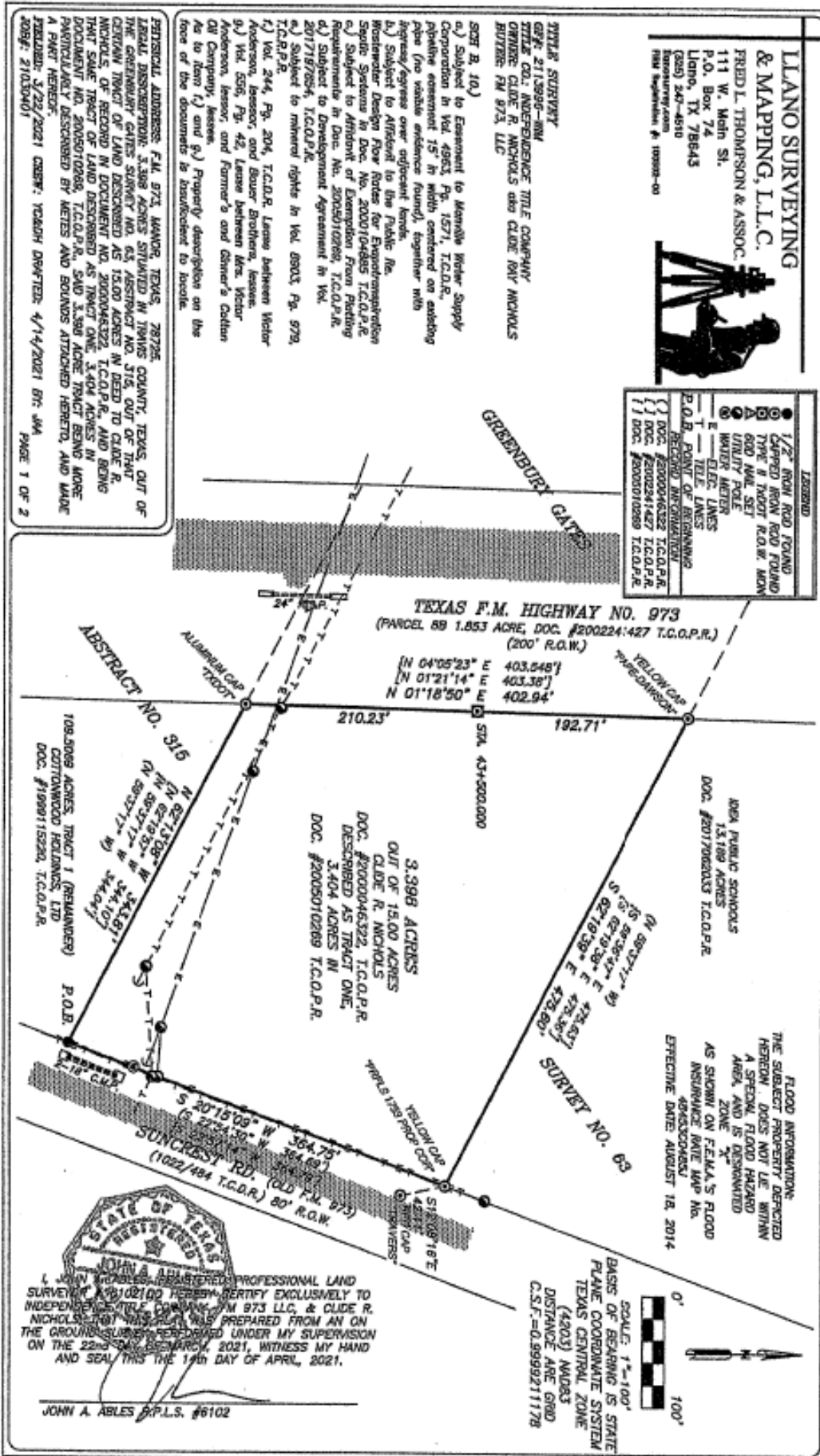
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**ORDINANCE NO. 635**

**Page 3**

**Exhibit “A”**

**ANNEXED PROPERTY DESCRIPTION**



**LLANO SURVEYING & MAPPING, L.L.C.****FRED L. THOMPSON & ASSOCIATES****P. O. BOX 74 LLANO, TEXAS 78643-0074**325-347-4510 info@llanoSurvey.com  
FIRM Registration #: 100502-00

(Page 2 of 2)

**FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS**

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and **POINT OF BEGINNING** hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62°13'08" W 343.81 feet to a 1/2" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01°18'50" E, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of 402.94 feet to a 1/2" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S 62°19'39" E 475.60 feet to a 1/2" iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a 1/2" iron rod found with red plastic cap inscribed "TRAVERSE" bears S 12°08'16" E 42.11 feet;

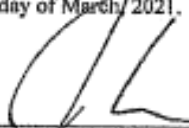
THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20°15'09" W 364.75 feet to the **POINT OF BEGINNING** hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
  
*Dana DeBeauvoir*  
Dana DeBeauvoir, County Clerk  
Travis County, Texas  
Jul 22, 2021 02:52 PM Fee: \$38.00  
**2021163741**  
\*Electronically Recorded\*

15/ITC/ALI/ 243996 -WIM

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

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** July 19, 2021

**Grantor:** Clide R. Nichols a/k/a Clide Ray Nichols

**Grantor's Mailing Address (including county):**

415 Honeycomb Circle  
Driftwood, Texas 78619  
Hays County

**Grantee:** Platinum 973, LLC, a Texas limited liability company

**Grantee's Mailing Address (including County):**

8868 Research Blvd. #308  
Austin, Texas 78759  
Travis County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of THREE HUNDRED NINETY THOUSAND AND 00/100 (\$390,000.00) DOLLARS and is executed by Grantee, payable to the order of FIRST NATIONAL BANK OF BASTROP. The note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK OF BASTROP in this deed and by a deed of trust of even date, from Grantee to John N. Gambrell, Trustee.

FIRST NATIONAL BANK OF BASTROP at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FIRST NATIONAL BANK OF BASTROP and are transferred to FIRST NATIONAL BANK OF BASTROP without recourse on Grantor.

**Property (including any improvements):**

Being a 3.398 acre tract of land, situated in Travis County, Texas, out of the GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315; out of that certain tract of land called 15.00 acres in deed to Clide R. Nichols of record in Document No. 2000046322, Official Public Records, Travis County, Texas; and being that same tract of land described as Tract One, 3.404

2021163741 Page 2 of 4

acres in Document No. 2005010269, Official Public Records, Travis County, Texas. Said 3.398 acres, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**Reservations From and Exceptions to Conveyance and Warranty:**


This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

  
Clide R. Nichols

ORDINANCE NO. 635

Page 8

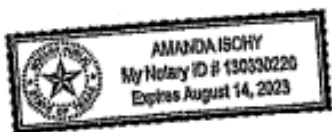
2021163741 Page 3 of 4

## ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 19<sup>th</sup> 20<sup>th</sup> day of July 2021 by Clide R. Nichols.



*A. Ischy*  
\_\_\_\_\_  
Notary Public, State of Texas

2021163741 Page 4 of 4

**EXHIBIT A****LLANO SURVEYING & MAPPING, L.L.C.****FRED L. THOMPSON & ASSOCIATES****P. O. BOX 74 LLANO, TEXAS 78643-0074**325-347-4500 info@llanosurvey.com  
FURSE Registration #: 100783-00

(Page 2 of 2)

**FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS**

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE with the northeast line of said Cottonwood Holdings Tract I, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N  $62^{\circ}13'03''$  W 343.81 feet to a  $\frac{1}{2}$ " iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acre Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N  $01^{\circ}18'50''$  E, at 210.23 feet pass a Type II TXDOT right of way monument found opposite Sta. 43+500.000, and constituting for a total distance of 402.94 feet to a  $\frac{1}{2}$ " iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017082033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S  $62^{\circ}19'39''$  E 475.60 feet to a  $\frac{1}{2}$ " iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Sunset Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northwest corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a  $\frac{1}{2}$ " iron rod found with red plastic cap inscribed "TRAVERSE" bears S  $12^{\circ}08'16''$  E 42.11 feet;

THENCE with the northwest line of said Sunset Rd. (Old F.M. 973), the southwest line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S  $20^{\circ}18'09''$  W 364.75 feet to the POINT OF BEGINNING hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone (2011). Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



*John A. Ables*  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

**ORDINANCE NO. 635**

**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 Platinum 973, LLC, a \_\_\_\_\_ (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

- (i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:
  - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

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

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

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

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

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

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

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

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

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

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

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the

purposes established herein.

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

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

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

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

*[signature pages follow]*

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

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

\_\_\_\_\_

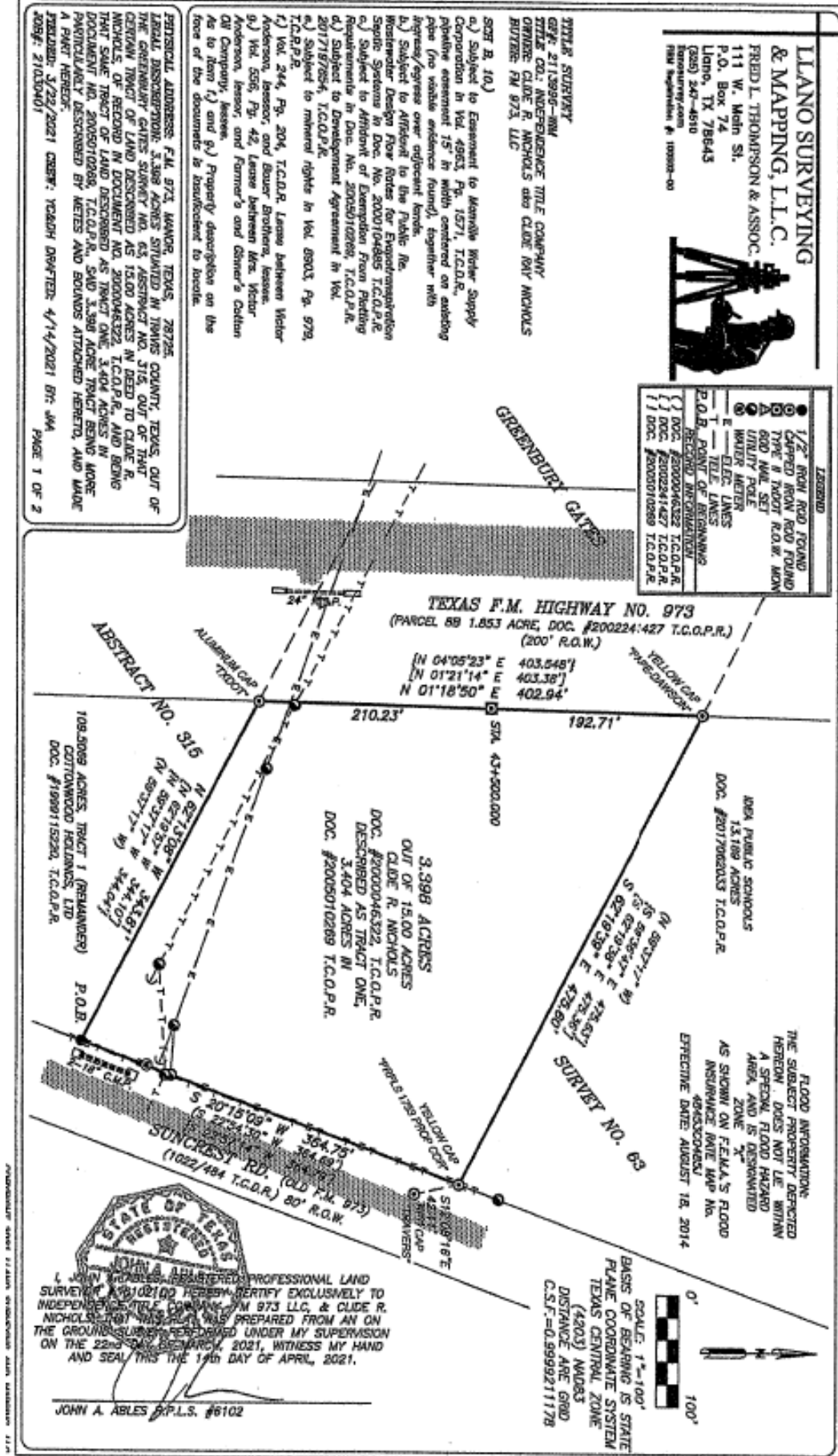
**By:** \_\_\_\_\_

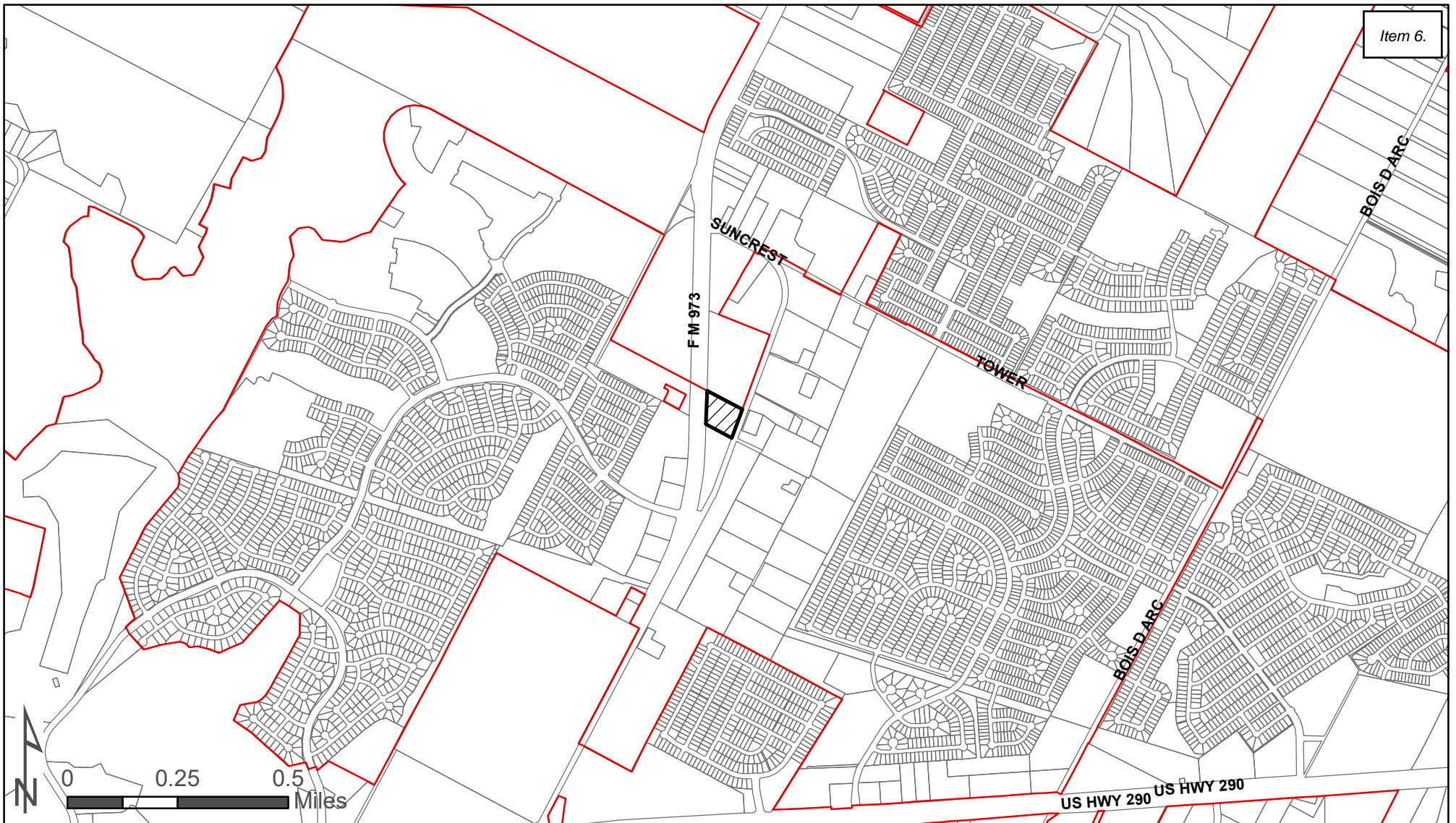
**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subject Property Description**





# City of Manor Voluntary Annexation

**13801 N. FM 973 - 3.398 Acres**

Subject Property 

City Limits 



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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD). The Property is accordingly hereby rezoned to Planned Unit Development (PUD).

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

**ORDINANCE NO.**

**Page 2**

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

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

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

## Property Legal Description:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

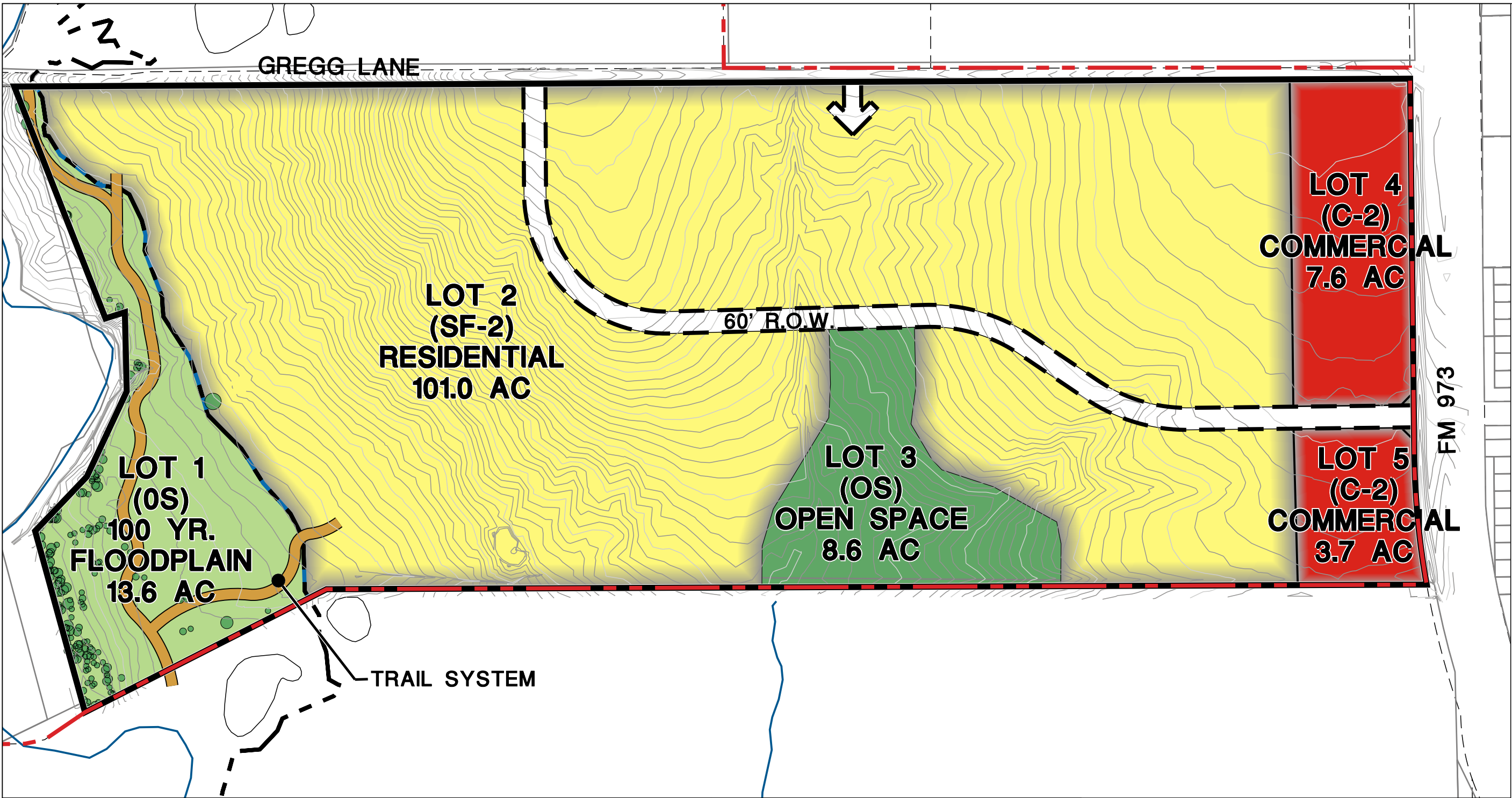
THENCE S62°19'23"E, with the Southwesterly line of said Gregg Lane, a distance of 4059.00 feet to a capped iron rod set in the Northwesterly right-of-way line of said F.M. 973 for the East corner of said tract herein described, from which a concrete monument found on the Northeasterly line of said Gregg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

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

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

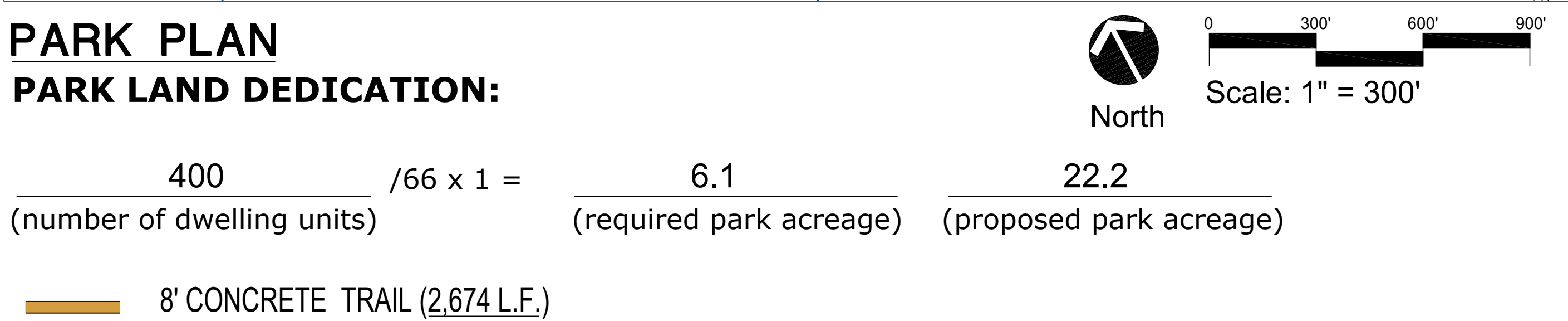
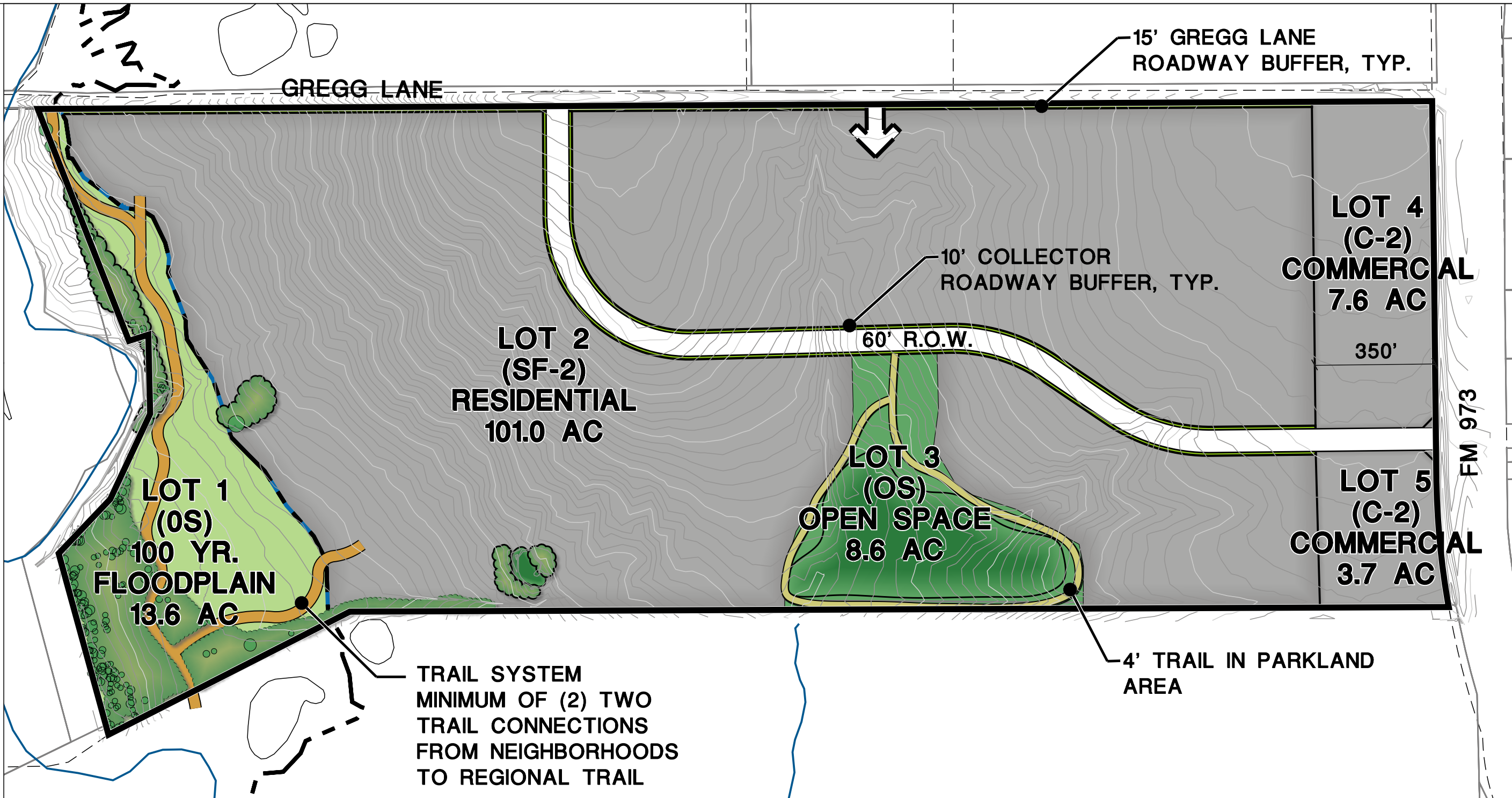
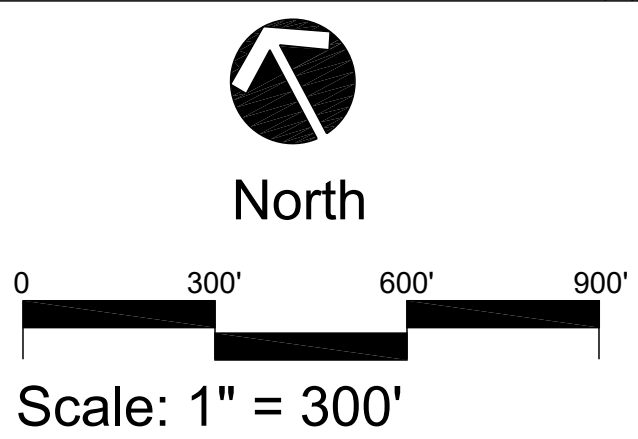
With said curve to the left, an arc length of 391.80 feet, a central angle of 09° 23'08", a radius of 2391.83 feet and a chord that bears S22°39'54"W, a distance of 391.36 feet to the POINT OF BEGINNING and containing 134.529 acres of land.

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



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

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



**A. Purpose and Intent**

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

**B. Applicability and Base Zoning**

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

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

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

**D. Allowable/Prohibited Uses**

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

**E. Residential Development Standards**

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

**RESIDENTIAL USES**

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

- Standards not listed follow code, as amended

**F. Commercial Development Standards**

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

**G. Drainage Dedication and Facilities**

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

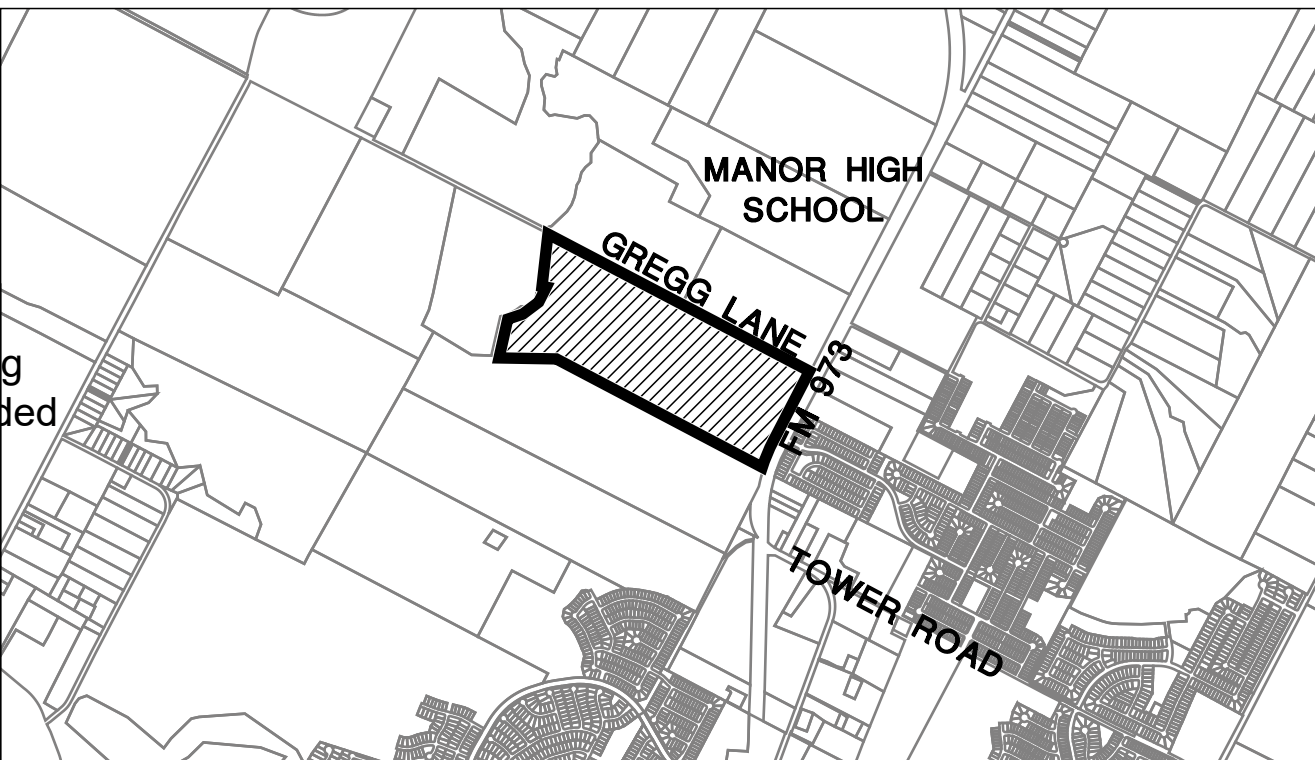
**H. Parkland and Open Space**

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

**I. Landscaping**

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

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



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

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

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

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

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

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

Item 7.

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

**BLACKBURN HOMES**

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

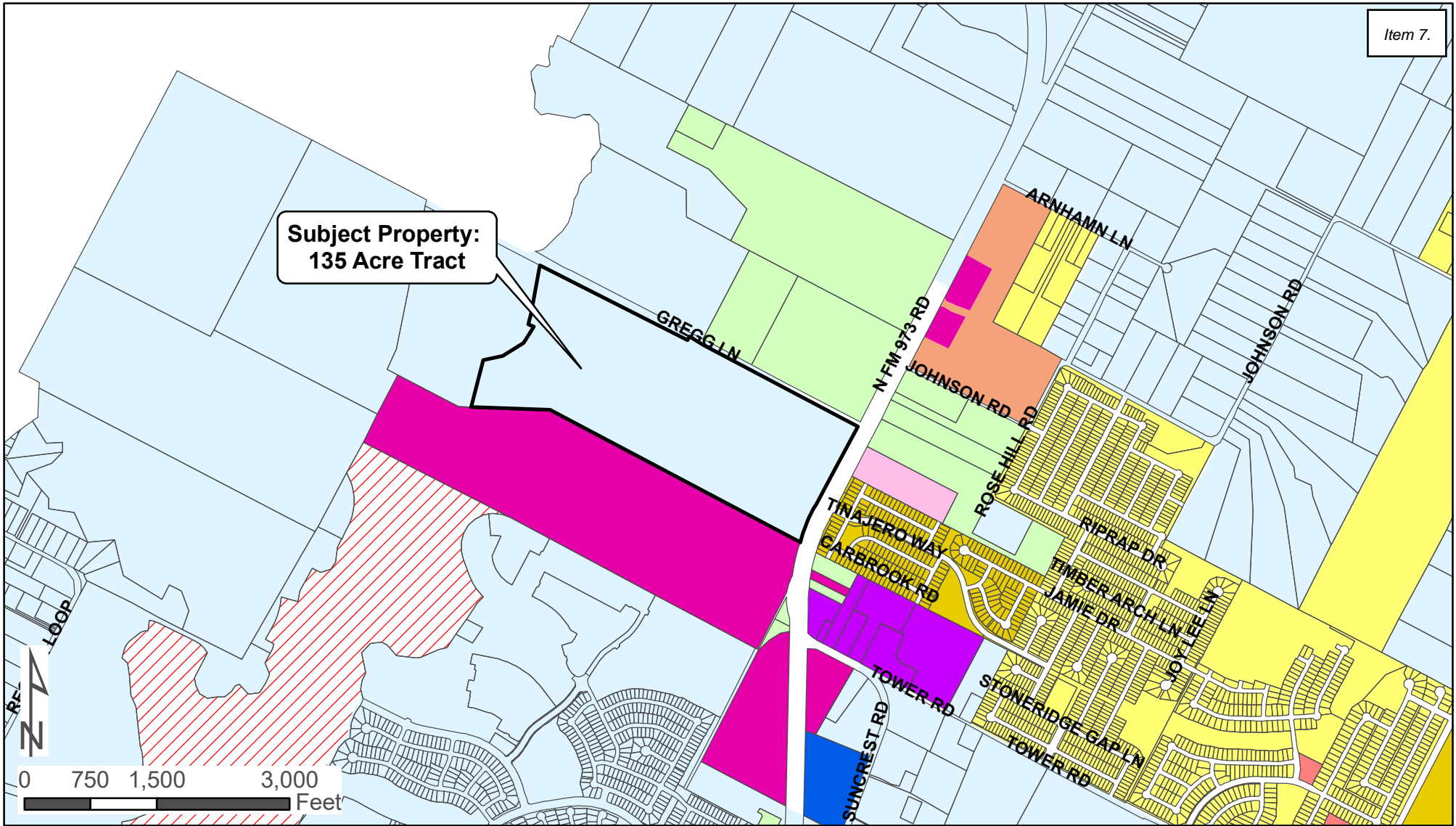
Z:\210038-BBGR\Cadfiles\PLANNING\Submittals\Preliminary PUD Site Plan.dwg	
Issued:	
1. PUD Submittal	5/24/2021
2.	
3.	
4.	
5.	
Revisions:	
1. PUD Submittal	7/29/2021
2. PUD Submittal	8/30/2021
3. PUD Submittal	11/11/2021
4.	
5.	
Issue Date:	

Drawn By:  
Reviewed By: MB

Project No.  
210038 - BBGR

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

Subject Property:  
135 Acre Tract



## Proposed Zoning: Planned Unit Development (PUD)

### Zone

- A - Agricultural
- SF-1 - Single Family Suburban
- SF-2 - Single Family Standard
- TF
- 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

- NB - Neighborhood Business
- DB - Downtown Business
- IN-1 - Light Industrial
- IN-2 - Heavy Industrial
- PUD - Planned Unit Development
- ETJ



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

#### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance rezoning 3.398 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located at 13801 N. FM 973, Manor, TX to Heavy Commercial (C-3).

*Applicant: Rafiq Karediya*

*Owner: Rafiq Karediya*

#### BACKGROUND/SUMMARY:

This property is currently being annexed. They are proposing to rezone the property to C-3 Heavy Commercial. C-3 is the city's most permissive zoning category being a mix of commercial and light industrial uses. All other commercial properties along FM 973 and all but 1 property along US 290 are zoned either C-1 Light Commercial or C-2 Medium Commercial because those roadways are intended primarily for retail type commercial uses consistent with C-1 or C-2 and less intended for industrial development.

P&Z voted 4-0 to recommend C-2 with the additional uses of Office, Showroom; Office, Warehouse; Product Development Services (general); and Research Services (general).

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

- Ordinance
- Location Map
- C-3 Land Uses

#### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 3.398 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, and being located at 13801 N. FM 973, Manor, TX to **Medium Commercial (C-2)**.

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

**ORDINANCE NO.****AN ORDINANCE OF THE CITY OF MANOR, TEXAS,  
AMENDING THE ZONING ORDINANCE BY REZONING A  
PARCEL OF LAND FROM AGRICULTURAL (A) TO HEAVY  
COMMERCIAL (C-3); MAKING FINDINGS OF FACT; AND  
PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

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

**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 19<sup>th</sup> day of January 2022.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 2<sup>nd</sup> day of February 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT “A”**

Property Address:  
13801 N. FM 973, Manor, TX 78653

Property Legal Description:  
3.398 acres out of the Greenbury Gates Survey No. 63, Abstract 315, out of that certain tract of land described as 15.00 acres in deed to Clide R. Nichols, of record in document No. 2000046322, T.C.O.P.R., and being that same tract of land described as Tract One, 3.404 acres in document No. 2005010269, T. C.O.P.R.

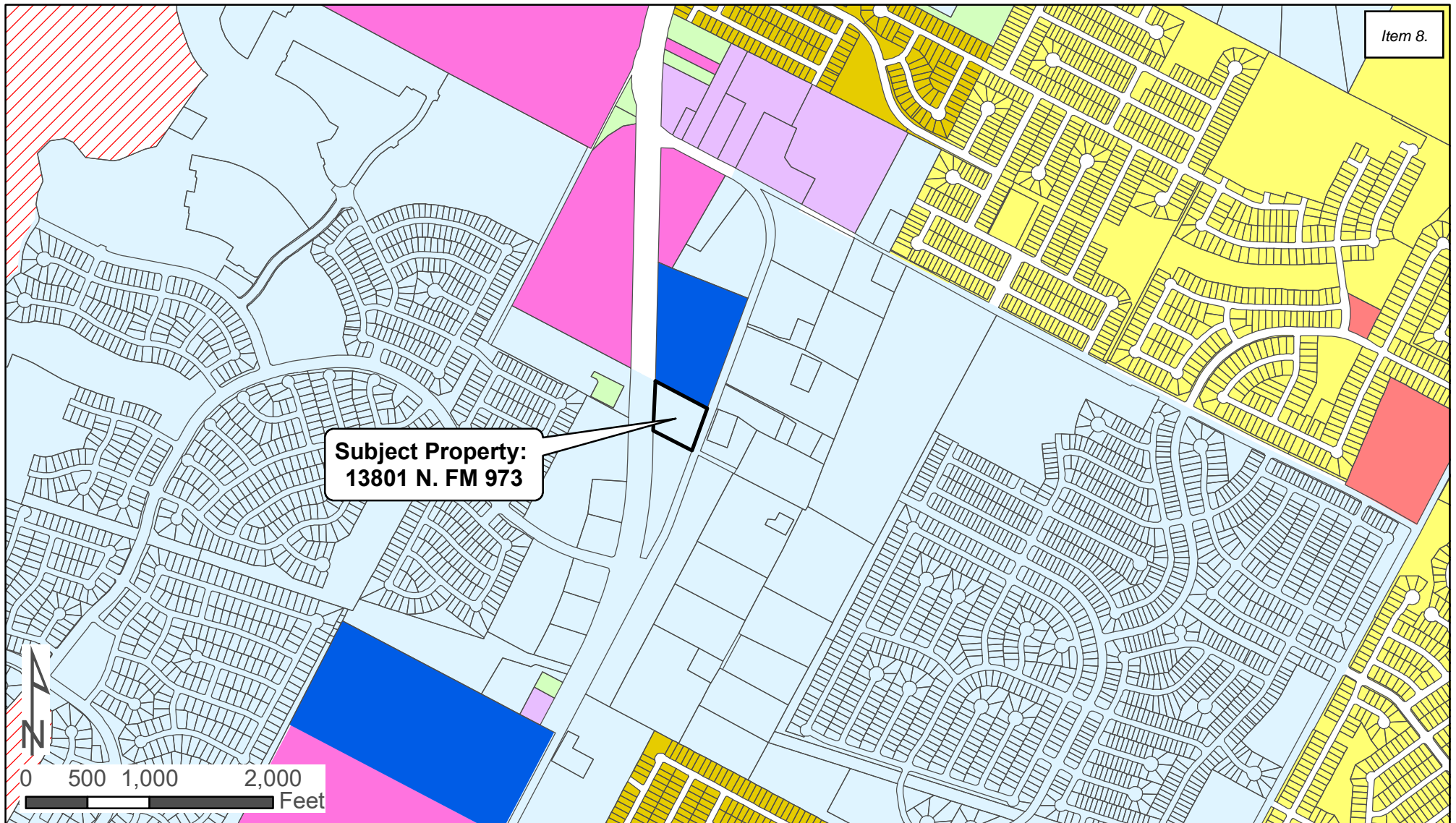
BEGINNING at a ½” iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and POINT OF BEGINNING hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62° 13’ 08” W 343.81 feet to a ½” iron rod found with aluminum cap inscribed “TXDOT”, in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01° 18’ 50” E, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing a distance of 402.94 feet to a ½” iron rod found with yellow plastic cap inscribed “PAPE-DAWSON” in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S 62° 19’ 39” E 475.60 feet to a ½” iron rod found with yellow plastic cap inscribed “RPLS 1753 PROP COR” in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a ½” iron rod found with red plastic cap inscribed “TRAVERSE” bears S 12° 08’ 16” E 42.11 feet;

THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20° 15’ 09” W 364.75 feet to the POINT OF BEGINNING hereof containing an area of 3.398 acres of land surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.



## Proposed Zoning: Heavy Commercial (C-3)

### Zone

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

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

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

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

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

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

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

Item 8.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING** January 19, 2022  
**DATE:**  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

#### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Concept Plan for the Butler - Manor Subdivision, nine (9) lots on 95.16 acres more or less, and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.  
*Applicant: LJA Engineering*  
*Owner: Butler Family Partnership, Ltd.*

#### BACKGROUND/SUMMARY:

This plan has been approved by our engineers. This is the large tract of land across US 290 from Walmart, at 290 and 973. They are proposing to subdivide the tract into nine commercial lots; 6 of which are 1.5-2 acre pad sites and 3 that are larger lots.

P&Z voted 4-0 to recommend approval.

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

- Plan
- Engineer Comments
- Conformance Letter

#### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve a Concept Plan for the Butler - Manor Subdivision, nine (9) lots on 95.16 acres more or less and being located near the intersection of US Hwy 290 and N. FM 973, Manor, TX.

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





Texas Engineering Firm #4242

Date: Friday, September 17, 2021

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Joseph Longaro  
LJA Engineering  
7500 Rialto Blvd #2-100  
Austin TX 78735  
ewong@LJA.com

Permit Number 2021-P-1355-CP  
Job Address: 13100 N FM RD 973, Manor, TX. 78653

Dear Joseph Longaro,

The first submittal of the Butler Manor Concept Plan (*Concept Plan*) submitted by LJA Engineering and received on November 17, 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. The required City signature blocks should be added to the first page of the Concept Plan.
2. LUEs for multifamily are calculated at 0.5 LUEs/unit. The calculation should be updated.
3. Per City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(11) the Concept Plan should include significant drainage features and structures.
4. The proposed phases, approximate phase boundaries anticipated timing of proposed phases of the development and uses should be shown on the Concept Plan.
5. A proposed phasing plan for the development should be provided on the Concept Plan.

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

October 20, 2021

Pauline Gray, P.E. Senior Engineer  
Jay Engineering  
1500 County Road 269  
Leander, TX 78641

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

RE: Butler Manor Concept Plan  
Update #1  
City Permit #2021-P-1355-CP  
LJA Project #A512-1001

Dear Pauline:

Please find below our responses to your review comments dated September 17, 2021 regarding the above-referenced Concept Plan application submitted under City of Manor's alternative review procedure.

## ENGINEER REVIEW

1. The required City signature blocks should be added to the first page of the Concept Plan.

***LJA Response:** We have added the City's signature blocks to the first page of the Concept Plan, as requested.*

2. LUEs for multifamily are calculated at 0.5 LUEs/unit. The calculation should be updated.

***LJA Response:** We have revised and updated the LUE calculation for the multifamily use, as requested.*

3. Per City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(11) the Concept Plan should include significant drainage features and structures.

***LJA Response:** We have shown and annotated on the Concept Plan the existing significant drainage features, structures, and 100-year floodplains within and adjacent to the subject property, as requested.*

4. The proposed phases, approximate phase boundaries, anticipated timing of proposed phases of the development and uses should be shown on the Concept Plan.

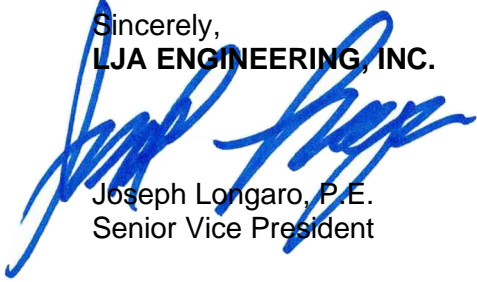
***LJA Response:** We have added to the Concept Plan the proposed phase boundaries, uses, and anticipated timing of the development, as requested.*

5. A proposed phasing plan for the development should be provided on the Concept Plan.

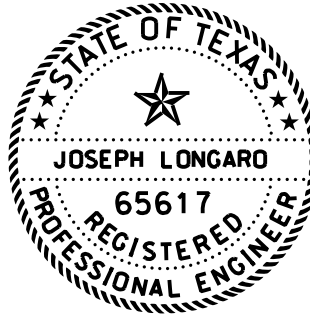
***LJA Response:** We have added to the Concept Plan a table describing the proposed phasing plan for the development, as requested.*

Please contact me at 512.439.4700 or at [JLongaro@LJA.com](mailto:JLongaro@LJA.com) if you have any questions or need any additional information.

Sincerely,  
**LJA ENGINEERING, INC.**



Joseph Longaro, P.E.  
Senior Vice President



JL/DS/ew

cc: Matt Harriss, Butler Family Partnership, Ltd.  
John Lewis, John Lewis Company  
Bill Brown, Sneed, Vine & Perry, P.C.



Texas Engineering Firm #4242

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Date: Thursday, November 11, 2021

Joseph Longaro  
LJA Engineering  
7500 Rialto Blvd #2-100  
Austin TX 78735  
ewong@LJA.com

Permit Number 2021-P-1355-CP  
Job Address: 13100 N FM RD 973, Manor 78653

Dear Joseph Longaro,

The subsequent submittal of the Butler Manor Concept Plan submitted by LJA Engineering and received on November 17, 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):

#### 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. The required City signature blocks should be added to the first page of the Concept Plan.~~
- ~~2. LUEs for multifamily are calculated at 0.5 LUEs/unit. The calculation should be updated.~~
- ~~3. Per City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(11) the Concept Plan should include significant drainage features and structures.~~
- ~~4. The proposed phases, approximate phase boundaries anticipated timing of proposed phases of the development and uses should be shown on the Concept Plan.~~
- ~~5. A proposed phasing plan for the development should be provided on the Concept Plan.~~
6. The proposed land uses do not match the zoning for the property. Multi-family is shown on the Concept Plan, but the property is all zoned C-2 Medium Commercial which does not allow for Multi-family.
- 7. Per CH. 10, Exhibit A, Art. II, Sec. 21(c)(7) of the City of Manor Code of Ordinances: Proposed major categories of land use by acreage showing compatibility of land use with, or proposed variance from, the Master Plan should be shown on the Concept Plan.**

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

November 15, 2021

Pauline Gray, P.E. Senior Engineer  
Jay Engineering  
1500 County Road 269  
Leander, TX 78641

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

RE: Butler Manor Concept Plan  
Update #2  
City Permit #2021-P-1355-CP  
LJA Project #A512-1001

Dear Pauline:

Please find below our responses to your review comments dated November 11, 2021 regarding the above-referenced Concept Plan application submitted under City of Manor's alternative review procedure.

#### ENGINEER REVIEW

6. The proposed land uses do not match the zoning for the property. Multi-family is shown on the Concept Plan, but the property is all zoned C-2 Medium Commercial which does not allow for Multi-family.

***LJA Response:** We have revised the Multi-family parcel to Retail to conform to the existing zoning.*

7. Per CH. 10, Exhibit A, Art. II, Sec. 21(c)(7) of the City of Manor Code of Ordinances: Proposed major categories of land use by average showing compatibility of land use with, or proposed variance from, the Master Plan should be shown in the Concept Plan.

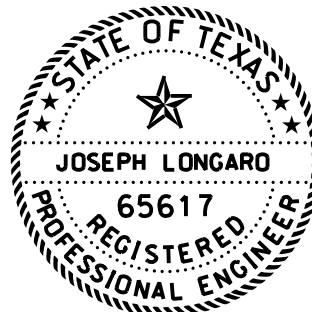
***LJA Response:** We have revised the proposed Multi-family land use to Retail to conform to the existing zoning, as such there is no variance from the Master Plan.*

Let me know if you have any questions or need any additional information.

Sincerely,  
**LJA ENGINEERING, INC.**

  
Joseph Longaro, P.E.  
Senior Vice President

cc: Matt Harriss, Butler Family Partnership, Ltd.  
John Lewis, John Lewis Company  
Bill Brown, Sneed, Vine & Perry, P.C.





Texas Engineering Firm #4242

1500 County Road 269  
Leander, TX 78641

PO Box 2029  
Leander, TX 78646-2029

Date: Monday, December 6, 2021

Joseph Longaro  
LJA Engineering  
7500 Rialto Blvd #2-100  
Austin TX 78735  
ewong@LJA.com

Permit Number 2021-P-1355-CP  
Job Address: 13100 N FM RD 973, Manor 78653

Dear Joseph Longaro,

We have conducted a review of the concept plan for the above-referenced project, submitted by Joseph Longaro and received by our office on November 17, 2021, 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 Gray".

Pauline Gray, P.E.  
Senior Engineer  
Jay Engineering, a Division of GBA





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

*Applicant: Rao's Consulting Engineers, LLC*

*Owner: Sampsg Properties, LLC*

### BACKGROUND/SUMMARY:

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

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

P&Z recommended denial 5-0

This item was postponed at the December 15, 2021, regular council meeting to give the opportunity for the developer to meet with Bell Farms HOA to discuss development options.

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

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

### STAFF RECOMMENDATION:

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

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

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO NEIGHBORHOOD BUSINESS (NB) AND TOWNHOME (TH); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

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

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

**ORDINANCE NO.**

**Page 2**

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

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

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

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

## Property Legal Description:

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

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


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

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

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

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

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

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

10/25/2021  
 Date





## EXHIBIT "A-2"

### Townhome Zone

#### Property Legal Description:

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

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

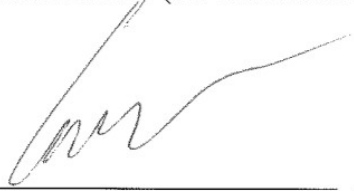
THENCE North 60 degrees 41 minutes 33 seconds West, through said 10.00 Acre Tract, 412.20 feet to an iron rod set, in the easterly line of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas,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

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

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

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

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

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

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







# RAO'S CONSULTING ENGINEERS

TBPE Registered Engineering Firm No. F-17655

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

P.O.BOX NO: 592991,

SAN ANTONIO, TX 78258

*Land Development | Water Resources | Environmental | Transportation*

Item 10.

September 15, 2021

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

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

**Dear Mr. Dunlop,**

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

**Physical and Natural Features:**

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

**Future Land Use Map:**

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

**Surrounding Properties:**

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

**Proposed zoning:**

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

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

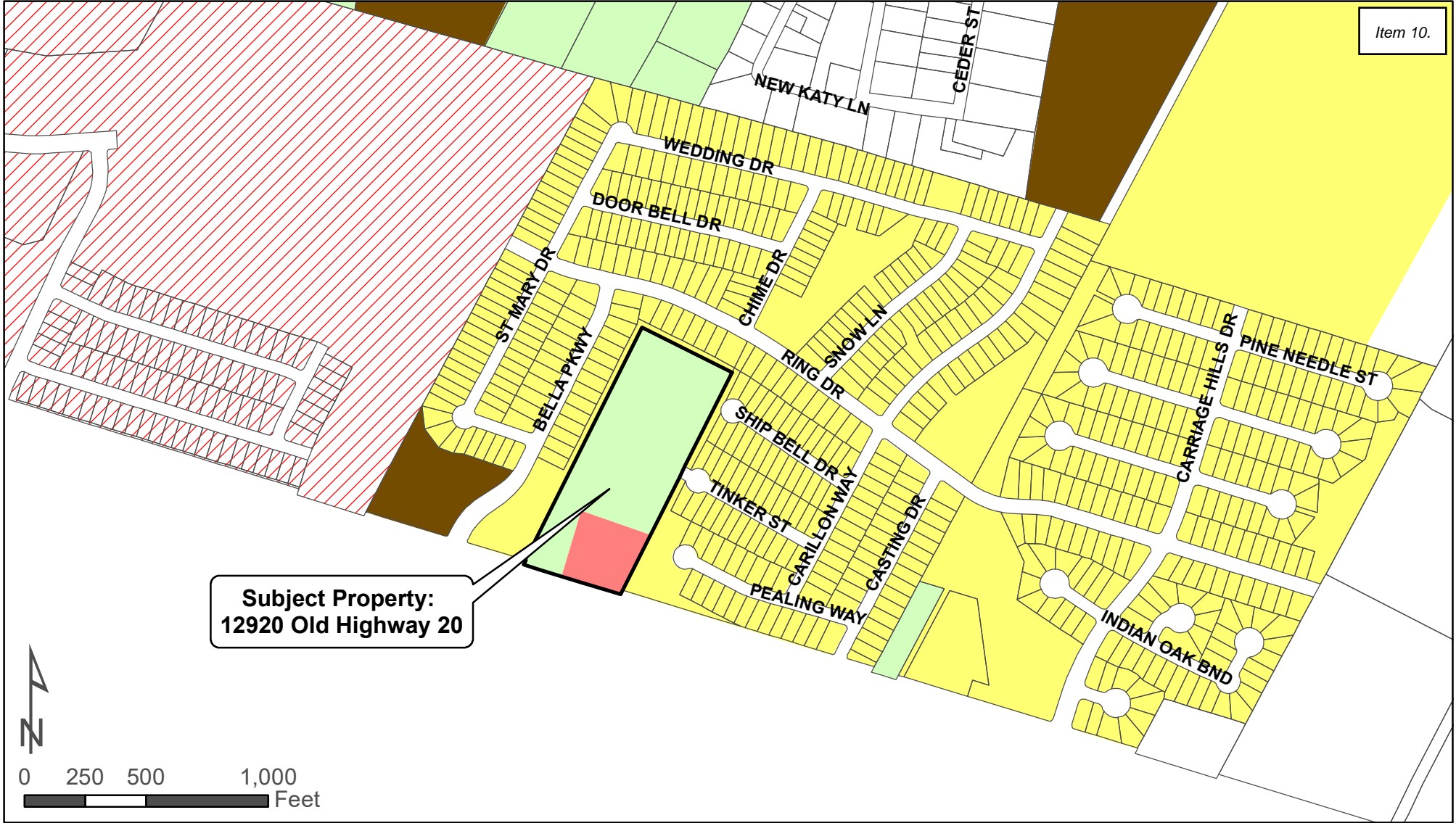
The townhome district (TH) is intended to establish and preserve areas of medium intensity land use devoted to moderate density residential development with up to 12 units per acre allowed. However, we are requesting only 10 units per acre. This district often provides a transition between lower intensity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

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

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

Respectfully,  
Rao's Consulting Engineers, LLC.  
Texas Board of Professional Engineers Firm Registration #17655

**Rao Vasamsetti, P.E.**  
Principal



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

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

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

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

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

*Owner: Dywer Realty*

### BACKGROUND/SUMMARY:

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

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

This item was denied by City Council, Vote 3-2 on 12/15/21 but brought back by a vote for reconsideration to postpone for the January 5<sup>th</sup> Council meeting. Per Applicant's request item was postponed at the January 5<sup>th</sup> Council meeting to allow additional time to engage with the neighborhood.

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

- Ordinance
- Letter of Intent
- Map

### STAFF RECOMMENDATION:

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

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

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

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO MULTI-FAMILY 15 (MF-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**SECTION 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the zoning district Single Family Suburban (SF-1) to zoning district Multi-family 15 (MF-1). The Property is accordingly hereby rezoned to Multi-family 15 (MF-1).

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

**ORDINANCE NO.**

**Page 2**

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

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 19<sup>th</sup> day of January 2022.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**EXHIBIT "A"**

## Property Legal Description:

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

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

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

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

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

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

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

## ORDINANCE NO.

Page 4

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

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

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

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



Job # 21-5007 10.24 Acres

Date: February 9, 2021

July 26, 2021

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

***Via Electronic Submittal***

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

Dear Mr. Dunlop:

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

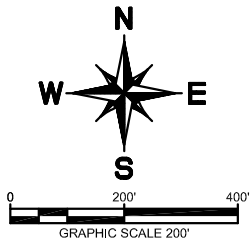
This request is consistent with the Third Amendment of the Development Agreement for the Presidential Glen Subdivision, Subsection 8 (Zoning Applications), which requires the rezoning from R-1 to MF-1.

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

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



Amanda Couch Brown

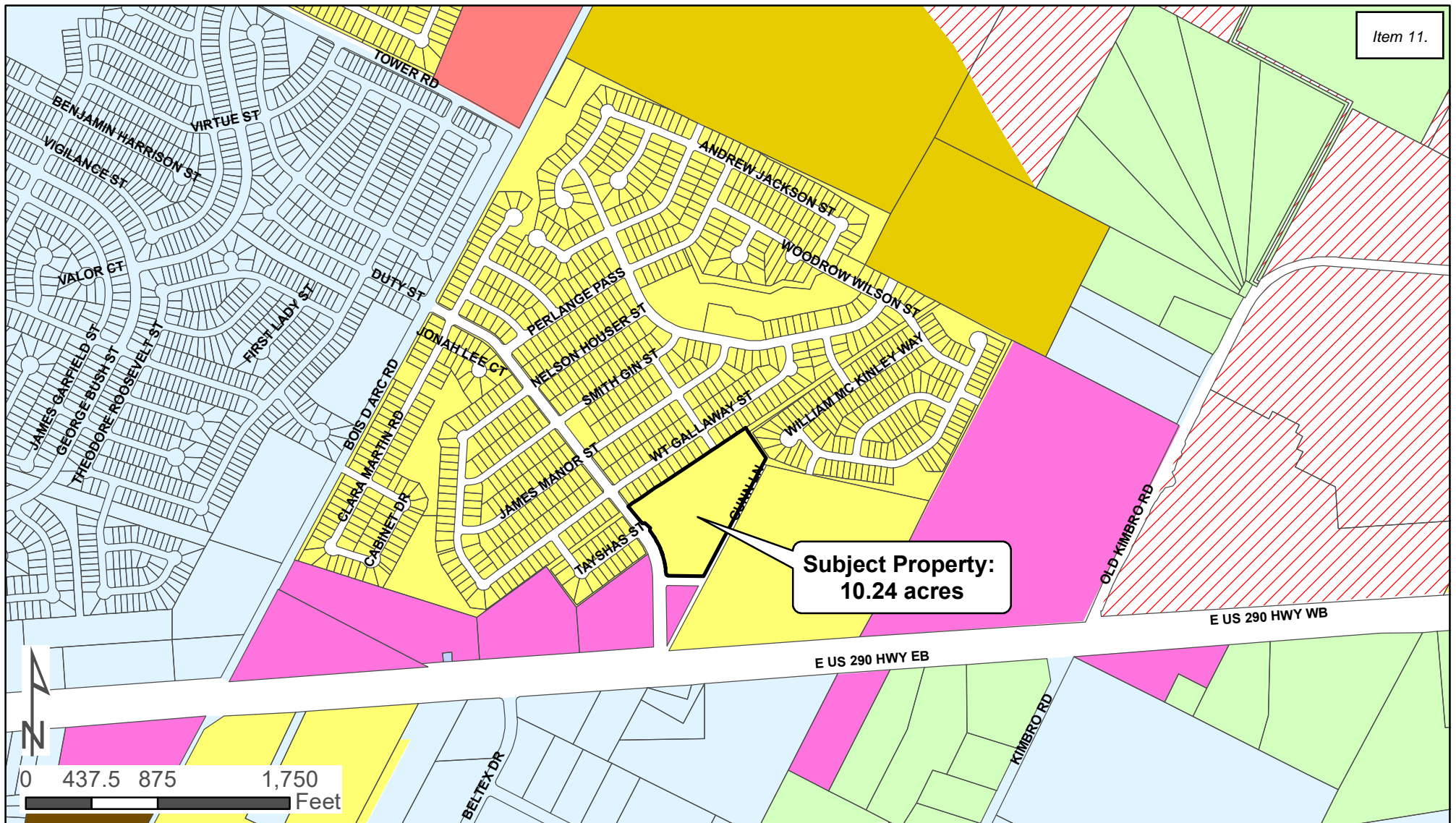


PASEO DE PRESIDENTE BLVD  
REZONING  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

### SITE LOCATION MAP

**Kimley»Horn**

10814 Jollyville Road  
Austin, Texas 78759



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

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

### Zone

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code for a 13.93 acre tract, more or less.

### BACKGROUND/SUMMARY:

The property owner entered into a non-annexation development agreement in 2017. A portion of the property, 3.398 acres) is proposed to be annexed. This amendment would allow the 3.398 acres to be annexed while having the remainder of the property remain under the terms of the non-annexation development agreement.

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

- Amendment to the Development Agreement

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code for a 13.93 acre tract, more or less.

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

**AMENDMENT TO THE DEVELOPMENT AGREEMENT UNDER  
SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

THIS Amendment to the Development Agreement under Section 43.035, Texas Local Government Code (the “**Amendment**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and **Clide Nichols** (the “**Owner**”). The City and the Owner are collectively sometimes referred to herein as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Parties entered that certain Development Agreement under Section 43.035, Texas Local Government Code, dated November 20, 2017, filed and recorded in the Official Public Records of Travis County as Document/Instrument No. 2017197854 (the “**Original Agreement**”);

**WHEREAS**, the Original agreement provides that the Property, as defined in the Original Agreement (the “**Original Tract**”), shall remain the City's extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

**WHEREAS**, the owners of the Property requested that a 3.398 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Annexed Tract**”), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. \_\_\_\_\_; and

**WHEREAS**, the Parties desire to amend the definition of Property in the Original Agreement to mean the portion of the Property that has not been annexed into the city limits (the “**Remainder Tract**”) and that the Original Agreement remain in effect as to the Remainder Tract.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

**I. RECITALS**

1.01. Recitals Incorporated. The above recitals are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

**II. AMENDMENT**

2.01. Definition of Property. The term “Property” when used in the Original Agreement, shall mean the Remainder Tract, which is the portion of the Property as

originally defined under the Original Agreement, an exhibit of which is attached hereto as Exhibit B, less the Annexed Tract, which is described in Exhibit A.

### III. GENERAL PROVISIONS

3.01. Capitalized Terms. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Original Agreement.

3.02. Amendment of Original Agreement. The Original Agreement is hereby amended to the extent of any conflict with this Amendment. If any provisions conflict between this Amendment and the Original Agreement, this Amendment shall control.

3.03. Entire Agreement. This Amendment, together with any exhibits attached hereto, and the Original Agreement, as amended by this Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

3.04. Covenant Running with the Land. The Original Agreement, as amended by this Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Original Agreement) and shall run with the Property. A copy of this Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Amendment.

3.05. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Amendment.

3.06. Authority. Each party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

3.07. Severability. If any provision of this Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Amendment.

3.08. 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, Owner represents that

neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (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.

3.09. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment constitute 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, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

3.10. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Amendment. 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).

3.11. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Amendment. 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.

3.12. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and year first above written.

*[Signature Pages Follow]*

**OWNER:**

---

Clide Nichols

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TRAVIS**   §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_ 20\_\_, by Clide Nichols, Owner of the Property and acknowledged that he/she is fully authorized to execute the foregoing document and that he/she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

---

Notary Public, State of Texas

**THE CITY OF MANOR,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dr. Christopher Harvey, Mayor of The City of Manor, a Texas home-rule municipal corporation, and acknowledged that he/she is fully authorized to execute the foregoing document and that he/she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

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

**AFTER RECORDING RETURN TO:**

City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, TX 78653

**Exhibit A**  
**Annexed Tract**



# LLANO SURVEYING & MAPPING, L.L.C.

FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074  
335-347-4510 info@llanosurvey.com  
FIRM Registration #: 100962-09

(Page 2 of 2)

## FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and **POINT OF BEGINNING** hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62°13'08" W 343.81 feet to a 1/2" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01°18'50" E, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of 402.94 feet to a 1/2" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S 62°19'39" E 475.60 feet to a 1/2" iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a 1/2" iron rod found with red plastic cap inscribed "TRAVERSE" bears S 12°08'16" E 42.11 feet;

THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20°15'09" W 364.75 feet to the **POINT OF BEGINNING** hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

21030401  
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LLANO SURVEYING & MAPPING

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*  
Dana DeBeauvoir, County Clerk  
Travis County, Texas

Jul 22, 2021 02:52 PM Fee: \$38.00

2021163741

\*Electronically Recorded\*

15/ITC/ALI/ 203996 -WIM

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

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

Date: July 19, 2021

Grantor: Clide R. Nichols a/k/a Clide Ray Nichols

Grantor's Mailing Address (including county):

415 Honeycomb Circle  
Driftwood, Texas 78619  
Hays County

Grantee: Platinum 973, LLC, a Texas limited liability company

Grantee's Mailing Address (including County):

8868 Research Blvd. #308  
Austin, Texas 78759  
Travis County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of THREE HUNDRED NINETY THOUSAND AND 00/100 (\$390,000.00) DOLLARS and is executed by Grantee, payable to the order of FIRST NATIONAL BANK OF BASTROP. The note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK OF BASTROP in this deed and by a deed of trust of even date, from Grantee to John N. Gambrell, Trustee.

FIRST NATIONAL BANK OF BASTROP at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FIRST NATIONAL BANK OF BASTROP and are transferred to FIRST NATIONAL BANK OF BASTROP without recourse on Grantor.

**Property (including any improvements):**

Being a 3.398 acre tract of land, situated in Travis County, Texas, out of the GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315; out of that certain tract of land called 15.00 acres in deed to Clide R. Nichols of record in Document No. 2000046322, Official Public Records, Travis County, Texas; and being that same tract of land described as Tract One, 3.404

2021163741 Page 2 of 4

acres in Document No. 2005010269, Official Public Records, Travis County, Texas. Said 3.398 acres, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**Reservations From and Exceptions to Conveyance and Warranty:**

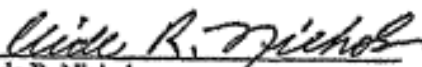
This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

  
Clide R. Nichols

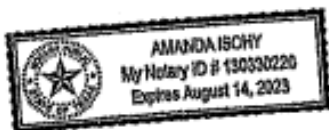
2021163741 Page 3 of 4

## ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 19<sup>th</sup> day of July 2021 by Clide R. Nichols.



*A Ischy*  
Notary Public, State of Texas

2021163741 Page 4 of 4

**EXHIBIT A****LLANO SURVEYING & MAPPING, L.L.C.**

FRED L. THOMPSON & ASSOCIATES  
P. O. BOX 74 LLANO, TEXAS 78643-0074  
325-347-4500 info@llanosurvey.com  
FIRM Registration #: 16085-00

(Page 2 of 2)

**FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS**

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the northwest right of way of Sunset Road (Old Texas State F.M. Highway No. 973), on 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 169.5069 acres, Tract I, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and POINT OF BEGINNING hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract I, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, N 62°13'08" W 343.81 feet to a 1/2" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, N 01°18'59" E, at 210.23 feet pass a Type II "TXDOT" right of way monument found opposite Sta. 43+500.090, and continuing for a total distance of 402.94 feet to a 1/2" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, S 62°19'39" E 475.60 feet to a 1/2" iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Sunset Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northwest corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a 1/2" iron rod found with red plastic cap inscribed "TRAVERSE" bears S 12°06'16" E 42.11 feet;

THENCE with the northwest line of said Sunset Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, S 20°15'09" W 364.75 feet to the POINT OF BEGINNING hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.999921178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

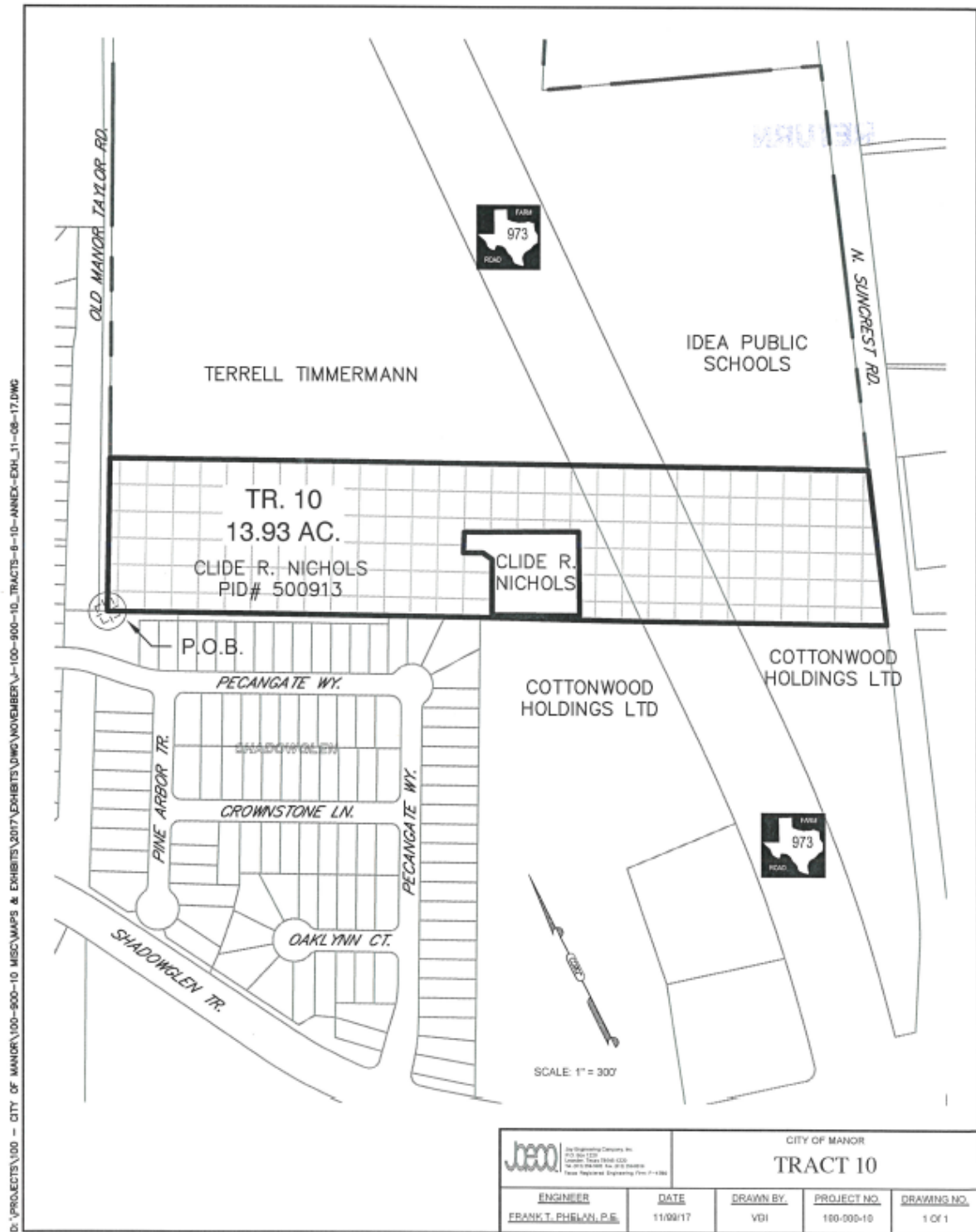
I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

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**Exhibit B**  
**Remainder Tract**





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Lydia M. Collins, Director  
**DEPARTMENT:** Finance

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing participation in The Interlocal Purchasing System (TIPS) purchasing cooperative offered by Region VIII Education Service Center.

### BACKGROUND/SUMMARY:

- This would be an additional purchasing program for the City of Manor to utilize for our competitive buying/bidding process. We currently are members of Buy Board, TX-MAS, TxSmartBuy and ENA.
- There is no cost to become a member

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

- T.I.P.S. Resolution No. 2022-02
- Exhibit A - Interlocal Agreement

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve Resolution No. 2022-02 authorizing participation in The Interlocal Purchasing System (TIPS) purchasing cooperative offered by Region VIII Education Service Center.

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

**RESOLUTION NO. 2022-02****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AUTHORIZING PARTICIPATION IN THE TIPS PURCHASING COOPERATIVE OFFERED BY REGION VIII EDUCATION SERVICE CENTER.**

---

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) pursuant to the authority granted by TEX. GOV’T CODE § 791.001, *et seq*, desires to participate in the TIPS Purchasing Cooperative offered by Region VIII Education Service Center; and

**WHEREAS**, the City Council has determined that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

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

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

**SECTION 2.** The City Council hereby requests a stated need for the City of Manor, Texas (the “City”) participation in the Interlocal Purchasing System (TIPS) whereby the Mayor and the City’s Finance Director are authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City, including the execution of the Interlocal Agreement Between Region 8 Education Service Center and the City of Manor, Texas, attached hereto as Exhibit A.

**SECTION 3.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

*[signature page follows]*

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the 19<sup>th</sup> day of January 2021, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

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

ATTEST:

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

***This legal document will remain current on file until either party severs the agreement.***

**EXHIBIT A  
INTERLOCAL AGREEMENT**

**AN INTERLOCAL AGREEMENT**  
**Between Region 8 Education Service Center and a**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

\_\_\_\_\_  
 TEXAS PUBLIC ENTITY NAME

\_\_\_\_\_-\_\_\_\_\_  
 Control Number (TIPS will Assign)  
 Schools enter County-District Number

Region 8 Education Service Center  
 Pittsburg, Texas

225 - 950  
 County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective \_\_\_\_\_ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

**Role of the Public Entity:**

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

### **General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

### **Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered  
 Region 8 ESC TIPS Interlocal Agreement for Texas Members  
 Page 2 of 3

Revised 2-27-2017 - RP

into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Member Entity:**

**Purchasing Cooperative Lead Agency:**

**Region 8 Education Service Center**

\_\_\_\_\_  
Entity or District Name

By: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Signature

Dr. David Fitts  
Title: Executive Director Region 8 ESC

\_\_\_\_\_  
Date

**Public Entity Contact Information**

\_\_\_\_\_  
Primary Purchasing Person Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Primary Person Email Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Secondary Person Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Michael Tuley, Director  
**DEPARTMENT:** Public Works

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Exterior Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank.

### BACKGROUND/SUMMARY:

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of procryl rust inhibitive primer to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (3.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of aluminum alkyd to the complete exterior (100%) shall be applied to the manufacturer's recommendations (1.0 -1.5 mils DFT). Owner
- This qualifies for H.O.T. Funds funding.

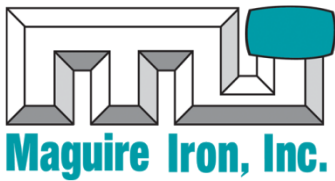
This item was postponed at the November 17, 2021 and December 15, 2021 Regular Council Meetings.

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

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve a Contract for Services with Maguire Iron, Inc. for the Renovation of the Historic Riveted Cone Elevated 50-thousand-gallon storage tank and the authorization of \$51,600.00 of Hotel Occupancy Tax funds for the Contract.

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



# WATER TOWER EXPERTS

info@maguireiron.com  
1610 N. Minnesota  
Sioux Falls, SD 57104  
(605) 334-9749

Item 14.

## CONTRACT FOR SERVICES

This contract made and entered into this 02 day of November, 2021, by and between Manor, TX-City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

### Historic Riveted Cone - 50MG

#### WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

#### Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of procryl rust inhibitive primer to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (3.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of aluminum alkyd to the complete exterior (100%) shall be applied to the manufacturer's recommendations (1.0 -1.5 mils DFT).

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 51,600.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

**Terms:** Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Lydia M. Collins, Director  
**DEPARTMENT:** Finance

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the payoff for the General Obligation 2010 Bond Series for the City of Manor.

**BACKGROUND/SUMMARY:**

By paying off the General Obligation 2010 Bond Series we would be saving \$18,120.25 in interest allowing for more bond capacity for future issuance.

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

**STAFF RECOMMENDATION:**

It is the City staff's recommendation that the City Council approve the payoff amount of \$255,327.25 for the General Obligation 2010 Bond Series for the City of Manor.

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

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on RFQ 2021-49 City of Manor Space Needs Assessment and Facilities Master Plan.

### BACKGROUND/SUMMARY:

RFQ 2021-49 will establish a 20 year Facilities Master Plan for the city and include space need assessments for city hall, police, public works, library, and multigenerational rec center. We received 6 proposals and the staff committee has reviewed them and invited the top two scoring candidates for interviews. We are working to schedule those interviews before this Council meeting to provide a complete committee recommendation. If interviews aren't completed prior to this meeting staff will provide a recommendation on a consultant at the February 2<sup>nd</sup> meeting. The selected consultant will enter contract negotiations which will come back to the City Council for approval.

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

- Proposals

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council discuss RFQ 2021-49 City of Manor Space Needs Assessment and Facilities Master Plan.

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Planning and Zoning Commission and Community Impact Fee Advisory Committee attendance report for Commissioner Place 5, Grant E. Loveless; and declare a vacancy.

### BACKGROUND/SUMMARY:

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

- Roster
- P&Z 2021 Annual Attendance Report
- P&Z 2022 Preliminary Quarterly Report
- CIF Advisory 2021 Annual Attendance Report
- CPAC 2021 Annual Attendance Report

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council remove Commissioner, Place 5 Grant E. Loveless and declare a vacancy.

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



## Planning and Zoning Commission Public Roster/Terms of Office

<u>Name</u>	<u>Place</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term</u>
Julie Leonard 105 E. Eggleston St. Manor, TX 78653 512-272-5555	Place No. 1 Chairperson	01/04/2017	1/2/2019 11/18/2020	1/01/2023
Anthony Butler 105 E. Eggleston St. Manor, TX 78653 512-272-5555	Place No. 2	10/20/2021		1/1/2024
Cresandra Hardeman 105 E. Eggleston St. Manor, TX 78653 512-272-5555	Place No. 3	10/20/2021		1/1/2023
Prince John Chavis 105 E. Eggleston St. 512-272-5555	Place No. 4	01/06/2021	1/5/2022	1/01/2024
Grant E. Loveless 105 E. Eggleston St. Manor, TX 78653 512-272-5555	Place No. 5	07/07/2021		01/01/2023
Cecil Meyer 105 E. Eggleston St. Manor, TX 78653 512-272-5555)	Place No. 6 ETJ Resident	12/18/2019	1/5/2022	1/01/2024
LaKesha Small 105 E. Eggleston St.. Manor, TX 78653 512-272-5555	Place No. 7 ETJ Resident Vice Chair	10/2/2019	11/18/2020	1/01/2023

## PLANNING AND ZONING COMMISSION - 2021 YEARLY ATTENDANCE REPORT

BOARD/COMMISSION  
PLANNING AND ZONING COMMISSION

REPORTING PERIOD  
January 1, 2021 thru December 31, 2021

MEMBERS	MEETING	MEETING	MONTHS												TOTALS		
NAME/PLACE NO.	DATE	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total #
GRANT E. LOVELESS PLACE NO. 5	07.14.2021	REG							P						3	3	6
	08.11.2021	REG								P							
	09.08.2021	REG									P						
	10.13.2021	REG										A					
	11.10.2021	REG											A				
	12.08.2021	JOINT												A			

## PLANNING AND ZONING - 1ST QUARTER ATTENDANCE REPORT

BOARD/COMMISSION  
PLANNING AND ZONING COMMISSION

REPORTING PERIOD  
JANUARY 1, 2022 THRU MARCH 31, 2022

MEMBERS	MEETING	MEETING	MONTHS												TOTALS		
NAME/PLACE NO.	DATE	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total # of Meetings
GRANT E LOVELESS PLACE NO. 5	01.12.2022	REG	A												0	1	1
	02.09.2022	REG															
	03.09.2022	REG															

P = PRESENT A = ABSENT NQ = NO QUORUM ZM = MEETING CONDUCTED ONLINE THROUGH ZOOM CSS = CALLED SPECIAL SESSION NM = NO MEETING (CANCELED)

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

## Community Impact Fee (CIF) Advisory Committee

### ATTENDANCE REPORT - ANNUAL

**BOARD/COMMISSION**

Community Impact Fee Advisory Committee

**REPORTING PERIOD**

JULY 1, 2021 THRU DECEMBER 31, 2021

Page 1 of 1

MEMBERS	MEETINGS							TOTALS		
NAME/PLACE NO.	TYPE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total
GRANT E. LOVELESS Place No. 5	7/14/21	P						3	3	6
	8/11/21		P							
	9/8/21			P						
	10/13/21				A - NQ					
	11/10/21					A				
	12/8/21						A			

## Comprehensive Plan Advisory Committee ATTENDANCE REPORT - ANNUAL

**BOARD/COMMISSION**

COMPREHENSIVE PLAN ADVISORY COMMITTEE

**REPORTING PERIOD**

JUNE 1, 2021 THRU DECEMBER 31, 2021

Page 1 of 1

MEMBERS	MEETINGS								TOTALS		
NAME/PLACE NO.	TYPE	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	Total
GRANT E. LOVELESS Place No. 5	6/9/21	P							2	1	3
	JULY		NM								
	8/12/21			A - NQ							
	9/8/21				P						
	OCT					NM					
	NOV						NM				

P = PRESENT A = ABSENT NQ = NO QUORUM ZM = MEETING CONDUCTED ONLINE THROUGH ZOOM CSS = CALLED SPECIAL SESSION NM = NO MEETING (Cancelled)

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission,

The Council has directed that attendance records be kept by city staff and forwarded to members for their review.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** January 19, 2022  
**PREPARED BY:** Scott Dunlop, Interim City Manager  
**DEPARTMENT:** Administration

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on review of the City of Manor Home Rule Charter and Possible Charter Amendments.

### BACKGROUND/SUMMARY:

*Section 13.08. Charter Review.* The council will review the charter every two years to determine if any amendment should be considered. The council will appoint a charter review commission, consisting of seven qualified voters of the city, at least every fifth year. The term of each charter review commission will be six months, and such commission will review, hold hearings upon and make recommendations for the amendment, if any, of this charter. Any resulting charter elections will be noticed and held in compliance with state law. [Amended November 2020]

Last Charter Review Commission was appointed on January 15, 2020.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- City of Manor Home Rule Charter

### STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council set a City Council Workshop for Tuesday, March 1, 2022, at 5:00 p.m. for the review of the City of Manor Home Rule Charter and Possible Charter Amendments or direct city staff to move forward with the appointment process of a Charter Review Commission.

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



# **CITY OF MANOR HOME RULE CHARTER**

**As Adopted by Ordinance No. 332  
Effective November 14, 2007**

**Charter Amended by Ordinance No. 429  
Effective May 20, 2015**

**Charter Amended by Ordinance No. 592  
Effective November 16, 2020**

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# City Charter of the City of Manor, Texas

## *Preamble*

*This charter is dedicated to and adopted by the citizens of the City of Manor to grant the full authority for local self-government and to ensure such rights and duties to the people, to reserve to the people the powers of initiative and referendum, and to encourage citizen participation in our government for the proper and efficient progress of our city. To this end we adopt and ordain this charter as authorized by the Texas Constitution.*

## ARTICLE I. INCORPORATION, FORM OF GOVERNMENT AND POWERS OF THE CITY

**Section 1.01. Incorporation.** The inhabitants of the City of Manor, Texas, within the corporate limits as now and as hereafter established, extended and modified, shall continue to be and are hereby constituted a body politic and corporate in perpetuity under the name of the "City of Manor," hereinafter referred to as the "city," with such powers, privileges, rights, duties and immunities as herein provided.

**Section 1.02. Form of Government.** The municipal government shall be, and shall be known as, the "council-manager" form of government. Pursuant to the provisions of, and subject only to the limitations imposed under the Texas Constitution and laws of this state, and this charter, all powers of the city shall be vested in and exercised by an elective governing body, hereinafter referred to as the "city council" or "council". The council shall enact legislation, adopt budgets, determine policies, make appointments to positions as provided herein and appoint the city manager, who shall execute the laws and administer the government of the city.

**Section 1.03. Rights Reserved.** All suits, taxes, penalties, fines, forfeitures and all other rights, claims and demands, of every kind and character, which have accrued under the laws in favor of the city, heretofore in force governing the same, shall belong to and vest in the city; shall not abate by reason of the adoption of this charter; shall be prosecuted and collected for the use and benefit of the city; and shall not be in any manner affected by the taking effect of this charter; but as to all of such rights, the laws under which they shall have accrued shall be deemed to be in full force and effect. The budget and all ordinances, rules and regulations of the city shall be and remain in effect, subject to the terms of this charter and the future discretion and vote of the council. All present commissions, boards and officers of the city shall continue in office, subject to the provisions of this charter, including, but not limited to,

the provisions governing election and removal, and the council's exercise of the authority conferred by this charter.

**Section 1.04. General Powers.** The city shall possess and may exercise the full power of local self-government and shall have all powers possible and lawful for a home rule city to have under the constitution and laws of the State of Texas, as fully and completely as though each such power were specifically enumerated in this charter. It is specifically provided that:

- (a) The powers and authority of the city shall include but shall not be limited to any power and authority necessary, useful or desirable to accomplish any public or lawful purpose or to provide for the advancement of the interest, welfare, health, morals, comfort, safety, economic well being or convenience of the city and its inhabitants; provided that all such powers, whether expressed or implied, shall be exercised and enforced in the manner prescribed in this charter, and when not prescribed herein, in such manner as is provided by ordinance or resolution adopted by the city council.
- (b) The enumeration of particular powers in this charter shall not be held or deemed to be exclusive, and in addition to the powers enumerated herein, the city shall have all other powers which, under the constitution and laws of the State of Texas, it would be proper for this charter to specifically enumerate, including all powers of local government not clearly denied the city by state law. The city shall have and may exercise all the powers conferred upon cities of every class by the Texas Constitution or state and federal law, including all powers of local government that can be conferred on home rule cities pursuant to Art. 11, Sec. 5, Texas Constitution, or that is conferred by any existing or future law relating to the powers and authority of cities, together with all the implied powers necessary to carry into execution any such power.
- (c) The city may exercise any of its powers and perform any of its functions by contract with, or in cooperation with, the state government or any agency or any political subdivision thereof, or with the federal government or any agency thereof, and to the extent not inconsistent with state law or this charter, by contract with any person, firm or legal entity.
- (d) Under the name of the city it shall be known in law and have succession and be capable of contracting and being contracted with; being sued and impleaded as authorized in this charter or by state law; suing and impleading at law or in equity and being answered to in all courts and tribunals; provided that the city shall have sovereign immunity and its officers and employees shall have qualified governmental immunity.

**Section 1.05. Particular Powers.** In addition to the foregoing general powers and the other powers and authority set forth in this charter, the city may use a corporate seal; own, acquire, purchase, lease, hold, manage, control, convey and sell any character of property, whether real, personal or mixed, including any charitable or trust fund, situated within, or without, the limits of the city, as the purposes of the city may require for any public purpose in fee simple or in any lesser interest or estate by purchase, gift, devise, lease or condemnation; contract with, own, lease, operate and regulate public utilities and services; assess, levy and collect taxes for general and special purposes; borrow money on the revenues and/or the faith and credit of the city, by the issuance and sale of bonds, certificates of obligation, warrants, notes or any other evidence of indebtedness or obligation of the city; appropriate city funds and monies for any public purpose; regulate and control the use, for whatever purpose, of the streets and other public places; make and enforce regulations to protect the public safety, health and welfare; pass such ordinances as may be expedient for the protection and maintenance of good government, for the peace, safety, welfare, comfort and quality of life of the city and its citizens, for the performance of the functions of the city and for the order and security of the city and its residents; zone and regulate the development and use of land and all other property; provide suitable penalties for the violations of any ordinance; and exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

**Section 1.06. Power of Eminent Domain.** The city shall have full power and right to exercise the power of eminent domain for any public purpose or as necessary or desirable to carry out any power conferred by this charter. The city shall have and possess the power of condemnation for any such purpose even though such power of eminent domain is not otherwise specifically enumerated in this charter or in state law. The city may exercise the power of eminent domain in any manner authorized or permitted by state law, and in those instances in which state law does not authorize, permit or establish the procedures, method of establishing value, or other requirements for condemnation and the exercise of the power of eminent domain, the city council shall by ordinance establish the process, rules and procedures for valuing the property and property interests to be condemned. Taking property for any public purpose that requires a fee simple conveyance to a private person or private entity, other than to obtain interim financing and ultimate ownership by the city of a city facility, or as part of an urban renewal or similar program, is prohibited.

**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 twenty 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. [Amended November 2020]

**Section 1.08. Streets and Public Property.** The city shall have exclusive dominion, control and jurisdiction, in, upon, over and under the public streets, sidewalks, alleys, highways, public squares, public ways and public property within the corporate limits of the city. With respect to all such facilities and public property, the city shall have the power to establish, maintain, alter, abandon or vacate the same; to regulate, establish or change the grade thereof; to control and regulate the use thereof; and to abate and remove in a summary manner any encroachment. The city may develop and improve, or cause to be developed and improved, any and all public streets, sidewalks, alleys, highways and other public ways within the city by laying out, opening, narrowing, widening, straightening, extending and establishing building lines along the same; by purchasing, condemning and taking property therefore; by filling, grading, raising, lowering, paving, repaving and repairing, in a permanent manner, the same; by constructing, reconstructing, altering, repairing, and realigning curbs, gutters, drains, sidewalks, culverts, and other appurtenances and incidentals in connection with such development and improvements; and may make or cause to be made any one or more of the kinds or classes of development and improvement authorized hereinabove, or any combination or parts thereof.

## 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. [Amended

November 2020]

## 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). 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.

(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.

[Amended November 2020]

**Section 3.02. Term Limitations.** 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. [Amended November 2020]

### **Section 3.03. Qualifications.**

(a) On the day prior to the date of the scheduled election to be held for such office or at the time of appointment to fill a vacancy, the mayor and council members must:

- (1) be at least twenty-one years of age;
- (2) be citizens of the United States;
- (3) be qualified voters of the city;
- (4) have been residents of the State of Texas for at least twelve consecutive months;
- (5) have been residents of the city, being one's declared place of habitation within the corporate limits or an area having been annexed into the city, for at least the maximum number of consecutive months permitted by state law but in no instance less than twelve consecutive months;
- (6) not be delinquent on any indebtedness to the city;
- (7) not be related to a council member within the third degree by consanguinity or within the second degree by affinity; and
- (8) meet the other qualifications for eligibility set forth in the Texas Election Code.

(b) At the time that a person files an application for a place on the ballot, the person may not be related within the third degree by consanguinity or within the second degree by affinity to:

- (1) a council member, unless the place held by such council member is scheduled to be filled on the same election date for which the person has filed the application and such council member has not filed an application for a place on the ballot for such election date; or
- (2) a candidate for a city council place to be filled on the same election date for which the person submitted the application.

(c) No city employee shall be eligible to file for election as a member of the council. Also, no candidate for or member of the council shall hold any other elective public office. If any member of the council ceases to possess any of the qualifications of office, including continuous residency within the city, his or her office shall, upon such fact being determined by the council, immediately become vacant; provided that if the residence of a member of the council is disannexed, the member shall serve the remainder of his or her term of office.

[Amended May 2015; amendment enacting nepotism provisions (Sections 3.03(a)(7) and 3.03(b)) goes into effect beginning with the 2016 general election]

**Section 3.04. City Council Judge of its Members.** The council shall be the judge of the election and qualifications of its members, may determine the rules of its proceedings and shall have power to compel the attendance of absent members and to punish members for disorderly conduct. After due notice and opportunity to be heard, upon not less than six affirmative votes, the council shall have the power to remove any elected officer for conviction of a felony, gross immorality, habitual drunkenness, corruption, misconduct or malfeasance in office or failing to continuously reside within the corporate limits. Members of all boards appointed by the council may be removed by majority vote of the council present and voting at any time after notice in compliance with the open meetings laws.

**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 the 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 majority vote, or, for individuals appointed to office, by the first meeting following the individual's appointment. [Amended May 2015]

(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.

[Amended November 2020]

**Section 3.06. Quorum and Attendance.** 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.

**Section 3.07. Meetings.** The council shall hold at least one regular meeting each month. Meetings shall be held on a schedule or dates established by the council, and as many regular or special meetings may be scheduled and held as the council deems necessary to transact the business of the city. The council shall fix the dates and times of the regular meetings and special meetings shall be held on the call of the mayor or the city manager. If practicable, no less than twelve hours notice of special meetings shall be given to each member of the council. Meetings shall be open to the public and public notice shall be given in accordance with state law; provided that executive sessions closed to the public shall be permitted in accordance with the state law. The mayor or city manager shall approve meeting agendas. A council member may require any item related to city business to be placed on an agenda for which notice may be given.

**Section 3.08. Voting.** 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.

**Section 3.09. Compensation.** The mayor shall not be paid and each other council member shall not be paid. They 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 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. [Added May 2015]

[Amended November 2020]

## ARTICLE IV. THE AUTHORITY AND LIMITATIONS OF THE CITY 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 govern the city by proclamation; 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. [Amended November 2020]

**Section 4.02. Mayor Pro-Tem.** At its first regular meeting after all the members of the council elected at a general election have taken office, or after a vacancy in the office of mayor pro-tem, the council shall elect one of its members to be mayor pro-tem for a one year term, or to fill the unexpired term resulting from the vacancy. The mayor pro-tem shall be the council member who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro-tem shall perform the duties of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability or refusal of the mayor to act in respect to any matter or duty, the mayor pro-tem shall act. In the event the office of mayor becomes vacant, the mayor pro-tem shall serve as mayor until the office is filled.

**Section 4.03. The City Council.** The city council shall be the legislative and governing body of the city and shall have control of all the city finances, property, functions, services, affairs and programs subject only to the terms and provisions of this charter. The council shall have the power to ordain, alter, amend or repeal and enforce ordinances, resolutions, rules, orders and regulations for any public purpose that are not in conflict with this charter or federal or state law. The council shall have the power and authority to provide for any public purpose, including but not limited to, recreation, the regulation and control of public property, municipal finances, the preservation of the public peace and good order, the security and protection of the public health, safety and welfare, the promotion of trade, commerce and economic development, the beautification and quality of life within the city, and any other governmental or proprietary service or program. The city, by and through its city council, has full and complete power of local self government to the fullest extent not in conflict with this charter and state law, including all such authorities and privileges that are now or hereafter provided to cities by state law and such power and authority both express and implied as necessary to accomplish and enforce any such duty, program or public purpose.

The council shall have all the powers necessary and incident to the proper discharge of the duties imposed upon it and is hereby vested with all powers necessary to carry out the terms and provisions of this charter; except where such powers are, by this charter, specifically reserved or conferred on some other officer.

The following powers and duties of the council are not exclusive but are enumerated for greater clarity:

- (a) Appoint, supervise and remove the city manager as provided in Section 7.01.
- (b) Ensure enforcement of the provisions of this charter and the ordinances of the city.
- (c) Adopt and amend the budget of the city.

- (d) Call bond elections, and authorize the issuance and sale of bonds, certificates of obligations, certificates of participation, warrants, notes and other evidences of indebtedness or obligation of the city pursuant to this charter and state law.
- (e) Provide for and control of all city finances.
- (f) Provide for boards and commissions as deemed necessary by the council, and as required by this charter, and appoint and remove all such boards and commissions upon recommendation of the mayor; provided that, if an appointment or removal has been considered at two regular meetings and no recommendation has been made, the council may take action by motion and vote.
- (g) Adopt, modify and carry out the plans proposed by the planning and zoning commission and other boards and commissions.
- (h) Adopt, modify and cause the enforcement of building codes, fire codes and health codes, public safety codes and all other codes and regulations deemed reasonably necessary.
- (i) Provide for all public utilities and serve as the primary regulatory agency for the rates thereof whether city owned or furnished by private utility companies.
- (j) Pass ordinances and resolutions as necessary in its judgment for any public purpose not inconsistent with this charter.
- (k) Exercise police powers for the safety of all citizens, and to protect their health, life and property, prevent and summarily abate and remove all nuisances, preserve and to enforce good government, order and security of the city.
- (l) Control and regulate the use and occupancy of the public streets, rights-of-way and all property of the city.
- (m) Make investigations into municipal affairs and subpoena persons, documents and records, and compel the attendance of witnesses and the production of records for such purpose.
- (n) Require a fidelity bond to be provided at city expense for any officer or employee position so required to be bonded.
- (o) Appoint and remove the city attorney.
- (p) To govern the affairs of the city in conformance with this charter and the state and federal constitutions and laws, and to determine by majority vote the best and most appropriate method and manner of efficiently performing the functions and providing the services of the city, consistent with the council-manager form of

government; and except as provided in this charter with respect to certain departments that must be maintained in effect, the council may, after hearing the city manager, create, change, merge or abolish offices, departments or agencies of the city, and may contract for services by interlocal agreement or otherwise as it deems advisable to improve the services or the efficiency of government.

(q) Call and hold special elections useful to the accomplishment of the public purposes of the city, to the fullest extent not inconsistent with state law.

**Section 4.04. Duties of Officers and Employees.** The city shall be an equal opportunity employer and the service of each such officer and employee shall be at will. The council may, not inconsistent with this charter, require other and further duties of any appointed officer or employee whose duties are prescribed herein, and may define, prescribe and change the duties of any appointed officer or employee as in its judgment be best for the public interest. No person related within the third degree by consanguinity or within the second degree by affinity to a member of the council, or the city manager, shall be or remain employed by the city; provided that such prohibition shall not apply to any person employed full-time for a period of twelve months or more prior to the member of the council or the city manager taking the oath of office. The council may require good and sufficient bond be given by appointed officers or employees handling funds of the city and may require bond of other officers or employees if considered proper or necessary. The expense of any such bond shall be paid by the city. [Amended May 2015]

**Section 4.05. Prohibitions.** The council has powers only as a body meeting with a quorum present and no member shall have power to act individually except where that power may be conferred upon the member in this charter or by written council resolution; provided that each member is expected to serve his or her constituency and shall have the right to inquire through an officer appointed by the council into any matter whether or not such matter is brought before the council in order that he or she may so serve as an independent member of the council.

No member of the council shall hold any other city office or city employment during his or her term of office and no former member of the council shall hold any city office with compensation until one year after the expiration of the full term of office to which such member was appointed or elected.

No member of the council shall give orders directly to any city employee, except when empowered to do so by an emergency proclamation, and all members of the council shall, except for officers appointed by the council, deal with the non-elective officers, employees and administrative offices of the city solely through the city manager.

**Section 4.06. Ordinances.** The council may adopt legislation by ordinance regarding any subject or matter relating to or dealing with any public purpose, including, but not limited to, the adoption of standardized codes and regulations. An ordinance must be enacted whenever the purpose is to regulate persons and property; whenever there is imposed a penalty, fine, forfeiture or tax; whenever the purpose is to set a rate to be paid by consumers; whenever an

ordinance is required by state law or this charter; or, when an ordinance is amended. The authority of the council to legislate to accomplish any public purpose shall be subject only to the following:

- (a) No ordinance or other action of the council may be inconsistent with this charter or in conflict with any applicable state or federal law.
- (b) The enacting clause of every ordinance shall be "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS."
- (c) Except for zoning ordinances, annexation ordinances and other ordinances specifically required to have two readings, no ordinance shall be finally adopted until it has been read and approved by a majority vote of the city council.
- (d) Zoning ordinances, annexation ordinances and any other ordinance specifically required to be passed at two meetings shall not be finally adopted until it has been read and approved by a majority vote of the city council at two meetings, one of which is a regular meeting.
- (e) The council may by ordinance amend the budget to transfer budgeted funds from one fund or department to another.
- (f) An ordinance requiring two readings that does not receive a majority vote on first reading shall not advance for consideration on second reading.
- (g) All ordinances and proposed ordinances shall be available for public examination and review, and for copying, from and after being included on an agenda that is posted for any meeting of the council or any city board.

**Section 4.07. Resolutions and Minute Orders.** The council may act by resolution regarding any subject or matter relating to or dealing with any public purpose or business except as provided in Section 4.06. The enacting clause of every resolution shall be "BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS." The council may further give instructions to the city manager, approve bids and contracts and take other actions regarding the day to day business of the city by motion approved by four council members and entered into the minutes of the council meeting.

## 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 sixty-two (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 thirty (30) days and not less than twenty (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. [Amended November 2020]

## **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 shall be elected by majority vote.

[Amended May 2015] [Amended November 2020]

**Section 5.03. Special Elections.** The council may, by ordinance call such special elections as are authorized by this charter or state law, fix the time of holding such elections, and provide all means for holding such special elections; provided that every special election shall be held on a Saturday, or a uniform election date, unless otherwise provided by law.

**Section 5.04. Conduct of Elections.** All elections shall be held in accordance with state law and the ordinances adopted by the council for the conduct of elections. Unless an interlocal cooperation agreement assigns the obligations to another authorized political subdivision, the council shall appoint the election judges, provide for other election officials and provide for location of early voting and election day voting. In the absence of state law providing regulations for the conduct of any election the council shall provide such regulations by ordinance.

**Section 5.05. Filing for Office.** Candidates for office shall make application for a place on the ballot within the times prescribed by the Texas Election Code. In the absence of a filing deadline established by state law, applications for a place on the ballot shall be filed no later than 5 p.m. of the last business day that authorized by state law for calling the election. All applications shall designate the position sought and applications for council member shall include the Place number. It is the duty of the city secretary to place the name of all qualified candidates, making timely application, on the official ballot. Each candidate for the council or any other elective office shall meet the following qualifications:

- (a) Have all the qualifications for a council member as described in Section 3.04 of this charter.
- (b) No candidate may file for more than one city office or place in an election or elections held on the same date. [Amended May 2015]
- (c) Each candidate shall file such application as required by ordinance.

**Section 5.06. Polling Places.** The council shall establish one or more election precincts and provide polling places as necessary for city elections. Unless established otherwise by ordinance, the entire city shall be one election precinct. [Amended May 2015]

### **Section 5.07. Official Ballots.**

- (a) **Names on Ballot.** Unless otherwise provided in law, the name of each qualified candidate for office, except those who withdraw, die or become ineligible prior to the printing or programming of the ballots prior to early voting, shall be printed on the official ballots without party designation or symbol in the form designated by the candidate. If two or more candidates have the same surname or surnames so similar as to be likely to cause confusion, their residence addresses shall be printed with their names on the ballot.
- (b) **Order of Listing.** The order on the ballot of the names of the candidates shall be determined by lot in a drawing to be held under the supervision of the city secretary.
- (c) **Early Voting.** Procedures for early voting shall be consistent with the Texas Election Code.
- (d) **Ballots on Measures.** Ballots for ordinances, bond issues and charter amendments shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title but must be a clear, concise statement, approved by majority of the council, describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (bond issue) (amendment) be adopted?" Immediately below or to the left of such question shall appear, in the following order, the words "Yes" and "No" each with a square in which the voter may cast his or her vote by marking a cross (X) or other mark; provided the requirements of this section may be varied, not inconsistent with state law, as necessary for use of an electronic voting system.
- (e) **Write-In Votes.** Procedures for write-in votes shall be consistent with the Texas Election Code.

**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 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 therefore, as established by ordinance. [Amended May 2015] [Amended November 2020]

**Section 5.09. Election Results.** The mayor and council members are elected by majority vote. No measure shall be adopted except by a majority vote and a tie vote shall defeat the measure. [Amended November 2020]

**Section 5.10. Canvassing.** The returns of every municipal election shall be delivered by the election judges to the city secretary at city hall not later than twenty-four hours after the closing of the polls. The city council shall canvass the returns in accordance with state law. The returns of every municipal election shall be recorded in the minutes of the council by totals for each candidate, or for and against each issue submitted.

**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. [Added November 2020]

**Section 5.12. 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 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 of the votes cast for the office. [Amended November 2020]

## ARTICLE VI. INITIATIVE AND REFERENDUM

**Section 6.01. General.** The citizens reserve the powers of initiative and referendum which may be exercised in the manner and subject to the limitations provided in this Article.

**Section 6.02. Initiative.** Subject only to the limitations provided in this Article, the people of the city have the power to propose legislation on any local government issue, except legislation appropriating money, levying taxes, affecting zoning, annexing land or setting rates, fees or charges, and ,if the council fails to adopt an ordinance so proposed, to adopt or reject the proposed legislation at an election.

**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. 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. [Amended November 2020]

**Section 6.04. Conflict.** No initiative or referendum action shall conflict with this charter, the United States or Texas Constitution or any Texas state statute.

**Section 6.05. Signatures.** Initiative and referendum petitions must be signed by registered voters residing within the city in number equal to twenty-five percent of the number of votes cast at the last general election of the city. The signatures to the initiative or referendum petition need not all be appended to one paper, but each signer shall sign his or her name in ink or indelible pencil and shall add or cause to be added his or her place of residence within the city by street and number, printed name and date of signature. The signatures on a petition section shall not be considered unless there is attached to the petition section a signed, notarized and dated affidavit, executed by a resident of the city who circulated the petition

section, which affidavit shall include his or her printed name, the address by street and number within the city and the date he or she signed the affidavit; stating that he or she circulated each page and section of the attached petition; that each signature thereon was affixed in his or her presence; that each signature thereon is the signature of the person whose name it purports to be; and that to the best of his or her knowledge and belief each person signing the petition section was, at the time of signing, a registered voter residing within the city.

**Section 6.06. Commencement of Proceedings.** A qualified voter may commence an initiative or referendum proceeding by filing with the city secretary the complete form of a petition proposed to be circulated, including signature pages, together with a copy of the full text of the initiative ordinance, or the ordinance to be reconsidered. The ordinance set forth with the petition shall be complete and in proper form including the caption.

The city secretary shall place the time and date on the petition and documents when filed, examine the filing for sufficiency as to form and place the time and date of the certification for circulation on such petition and documents. The city secretary shall provide a certified copy of such filing as certified for circulation to the person presenting same, the city manager and the city attorney, and file a copy of such certified documents and petition in the archives of the city.

The circulated petition must be returned and refiled with the city secretary within ninety (90) days after the date the petition is certified for circulation. Signatures obtained prior to the date of such certification shall be invalid and a petition returned after the expiration of ninety (90) days shall not be considered.

**Section 6.07. Examination and Sufficiency.** The city secretary shall examine each signature separately and disqualify any signature not having all of the information required, or not found to be that of a qualified voter of the city, determine whether the petition contains the requisite number of valid signatures, and complete a certification as to the sufficiency of the petition signatures within fourteen days following the date the circulated petition is filed with the city secretary. The petitioner shall be notified by certified mail of the sufficiency of, or any insufficiencies in, the petition.

If the petition is certified as sufficient, the city secretary shall present a certificate to the city manager who shall cause the same to be placed on the agenda for the first council meeting that is three or more days after the date of the certification.

If the petition is certified as insufficient due to the disqualification or invalidity of signatures, the petitioner shall have fourteen days following the date the number of signatures is found insufficient to file a supplementary petition with additional signatures sufficient in number to equal the required number of signatures. Upon supplementary petitions being timely filed, the city secretary shall have seven days from the date such supplementary petition is filed to certify the petition as sufficient or insufficient.

**Section 6.08. Referendum-Suspension of Ordinance.** When an authorized referendum petition is certified by the city secretary as sufficient, the ordinance sought to be reconsidered shall be suspended; and such suspension shall continue until the council repeals the ordinance or the ordinance is upheld by election.

**Section 6.09. Action on Petition.** Within thirty (30) days after the date an initiative petition has been certified to the council as sufficient, the council shall request a formal legal opinion from the city attorney on the legality of the proposed ordinance. If the city attorney issues a written opinion that the proposed ordinance is clearly and facially invalid, the council shall not be required to call an election on such initiative. Otherwise, within forty-five (45) days after an initiative or referendum petition has been certified to the council as sufficient, the council shall:

- (a) Adopt the proposed initiative ordinance without any change in substance; or
- (b) Repeal the referred ordinance; or
- (c) Call an election on the proposed or referred ordinance.

The election on a proposed or referred ordinance shall be held on the next available uniform election date after the date of the council's action and for which notice may be timely given in compliance with state law and this charter. Such election may coincide with a regular city election should such election fall within the specified time. However, special elections on initiated or referred ordinances shall not be held more frequently than once each six months and no ordinance substantially the same as a defeated initiative ordinance shall be adopted by the council or initiated within two years after the date of the election. No referred ordinance repealed at an election may be readopted by the council within two years from the date of the election at which such ordinance was repealed. Copies of the proposed or referred ordinances shall be made available at each polling place.

**Section 6.10. Procedure and Results of Election.** Not more than thirty (30) and not less than fifteen (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, may not again be the subject of a petition within twelve months following the date of such election. [Amended November 2020]

**Section 6.11. Failure of City Council to Call an Election.** If the city secretary certifies the petition as sufficient and the city council shall fail or refuse to order such an initiative or referendum election, or to discharge any other duty imposed upon the council with reference to the election, then any citizen of the city may file suit in the district courts to compel the council to order the election.

## ARTICLE VII. ADMINISTRATIVE SERVICES

**Section 7.01. City Manager.** The council appoints and removes the city manager upon the affirmative vote from five members of council. The council supervises the city manager by majority vote. The city manager shall be chosen and compensated solely on the basis of his or her experience, education, training, ability and performance, and need not be a resident of the city; provided that, during his or her tenure of office the city manager shall reside within Travis County or any contiguous county. The city manager may be bonded at city expense as determined by the council, and the city manager may require a bond be provided at city expense by any other employee. No member of the council shall, during the term of office for which he or she is elected or for one year thereafter, be appointed city manager.

The city manager is the chief executive and administrative officer of the city and is responsible to the council for the proper administration of all the affairs and business of the city.

The city manager is required to:

- (a) Enforce all state laws and city ordinances.
- (b) Supervise and give direction to all departments, and hire, suspend or remove any employee of the city except as specifically provided herein.
- (c) Sign all legal commitments of the city, if specifically authorized or directed by the city council.

(d) Prepare all agendas in conjunction with the mayor and attend all meetings of the council except when excused by the council. He or she shall have the right to take part in all discussions but shall not have a vote.

(e) Prepare and submit the proposed annual budget, and be responsible for the administration of the adopted budget.

(f) Keep the council advised of the financial condition and needs of the city and make such recommendations as seem necessary.

(g) Prepare and submit to the council at the end of each fiscal year a complete report on the finances and administrative activities of the city for the preceding fiscal year.

(h) Make such other reports as the council may require concerning the operations of the city.

(i) Insure that all terms and conditions imposed in favor of the city, or its inhabitants, in any public utility franchise or other franchise or contract are faithfully kept and performed. Upon knowledge of any violation thereof, he or she shall call the violation to the attention of the city attorney, whose duty is to advise the city manager and the council of such steps as may be necessary to address the violation.

(j) Meet, discuss and confer with and advise the mayor and or any member of the council regarding the business of the city.

(k) Perform such other duties as may be prescribed in this charter or required by the council.

[Amended May 2015]

**Section 7.02. Acting Manager.** The city manager may designate a subordinate officer of the city to serve as acting city manager when the city manager is temporarily absent or on leave. The council may designate a qualified person to perform the duties of the office of city manager when the office is vacant or during the city manager's extended absence or disability, and may set the compensation paid to such person during such time. [Amended May 2015]

**Section 7.03. Administrative Departments.** There shall be such administrative departments as are required to be maintained by this charter and as are established by ordinance, all of which are under the control and direction of the city manager. The council shall approve personnel policies and guidelines, and shall, by ordinance, have the power to establish administrative offices or departments not provided for in this chapter and to discontinue, redesignate or combine any of the departments and administrative offices established by ordinance. No change shall be made by the council in any personnel policy,

guideline, department organization or the city organization until the city manager's recommendations have been heard by the council.

**Section 7.04. Department Directors.** At the head of each department there shall be a director who shall be appointed by the city manager. Department directors, except contract employees and the city attorney, may be removed by the city manager. Such directors shall supervise and control their respective departments, may serve as the head of any division within their department, and may, with the city manager's approval, appoint and remove all employees of their respective department. More than one (1) department may be headed by the same person, the city manager may head one (1) or more such departments, and a provision in this charter for the appointment of a department director does not require the department to be created or maintained. [Amended May 2015]

**Section 7.05. Department Organization.** The work duties, responsibilities and organization of each department may be established by ordinance not inconsistent with this charter; provided that no such ordinance shall be adopted until the city manager is heard and has made his or her recommendations with respect thereto. The city manager may establish divisions or sections in any department, and not inconsistent with this charter, establish or modify the duties and responsibilities of the departments. All administrative departments shall be under the control and direction of the city manager except as otherwise provided herein.

**Section 7.06. Police Department.** A police department, headed by a chief of police, shall be established to maintain order within the city and to protect citizens from threats or violence and their property from damage or loss. The chief of police is appointed by the city manager subject to the approval of council. The chief of police must be a licensed peace officer in the State of Texas and have verifiable experience which qualifies him or her for the position. The chief of police shall be responsible for the operation of the police department and shall enforce state law and all the ordinances of the city. He or she shall perform such other associated duties as the city manager may require and shall, upon approval of such documents by the city manager, establish and maintain written procedures relating to police administration, policies and procedures.

**Section 7.07. City Secretary.** The office and department of city secretary shall be established and maintained. The city secretary may appoint such assistant city secretaries as are authorized. The duties of the city secretary are as set forth in this charter and/or as established by ordinance. Such duties include, but are not be limited to, the giving notice of all council meetings; keeping the minutes of the proceedings of council meetings and the archives of the city; authenticating by his or her signature, and recording in full in books kept and indexed for the purpose, all ordinances and resolutions; performing such other duties as shall be assigned to the position by state law; maintain appropriate files of all contracts and other legal documents resulting from and/or having a bearing on actions of council; and assisting the city manager in gathering of appropriate records, files and resources which pertain to city business or specific council meeting agenda items.

**Section 7.08. Public Works Department.** There will 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 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 administer and manage the department. The director of such department is appointed and removed by the city manager. [Amended November 2020]

**Section 7.09. City Attorney.** There shall be a department and office of city attorney. The council appoints and removes a city attorney by majority vote. The city attorney shall be a competent and duly licensed attorney and shall have not less than five years experience practicing municipal law in Texas. The city attorney and any appointed associates shall be competent and duly licensed attorneys. He or she shall receive for his or her services such compensation as may be fixed by the council and shall advise the city on all legal matters and represent the city in all litigation and other legal matters. The city attorney may appoint assistant city attorneys, and the council may retain different or additional attorneys for specific matters when it deems same to be necessary. The city attorney shall be the legal advisor of the council and all offices and departments of the city.

**Section 7.10. Municipal Court.** There shall be a court, designated as the “Municipal Court” of the City of Manor, for the trial of misdemeanor offenses, with all such powers and duties as are now, or may hereafter be, prescribed by laws of the State of Texas relative to municipal courts. The municipal court shall be organized and supervised as follows:

- (a) The municipal judge and the associate judges shall be authorized by a majority of council and are appointed by the city manager. They shall be compensated as recommended by the city manager and approved by the city council. The municipal judge is responsible for the supervision and management of the court.
- (b) There shall be a court clerk who may be appointed and removed by the city manager.
- (c) The clerk and deputy clerks shall have the power to administer oath and affidavits, make certificates, affix the seal of said court thereto and perform any and all acts usual and necessary to be performed by the clerks of courts and conducting the business thereof.
- (d) All costs, fees, special expenses and fines imposed by the municipal court shall be paid into the city treasury for the use and benefit of the city, except as required by state law.

**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. [Amended November 2020]

## ARTICLE VIII. FINANCE

**Section 8.01. Finance Department.** The department of finance shall be established and maintained and the head of such department shall be the director of finance. The director of finance shall have knowledge of municipal accounting and experience in budgeting and financial control. Such director shall provide a bond with such surety and in such amount as the city manager may require. The premium on such bond shall be paid by the city. The director of finance shall hold the certifications required by the State of Texas. [Amended May 2015]

**Section 8.02. Powers and Duties.** The director of finance shall administer all financial affairs of the city under the direction, control and supervision of the city manager. He or she shall have authority and be required to:

- (a) Maintain a general accounting system for the city and exercise financial control over all offices, departments and agencies thereof.
- (b) Certify the availability of funds for all proposed expenditures, and unless the director of finance shall certify that an unencumbered balance exists in the appropriations and funds available, no appropriation shall be encumbered and no expenditure shall be made.
- (c) Submit to the council, monthly statements showing the financial condition of the city; the city council shall approve the form and content of the statements and schedule for presentation shall be approved by the city council.
- (d) Prepare, as of the end of the fiscal year, a complete financial statement and report.

[Amended May 2015]

**Section 8.03. Fiscal Year.** The fiscal year of the city shall begin on the first day of each October and end on the last day of September of the succeeding year. All funds collected by the city during any fiscal year including both current and delinquent revenues, shall be accounted for in such fiscal year, and except for funds derived to pay interest and create a sinking fund on the bonded indebtedness of the city, may be applied to the payment of expenses incurred during such fiscal year.

**Section 8.04. Annual Budget.** The budget shall provide a complete work and financial plan for the city, including all city funds and activities. A budget message explaining the budget both in fiscal terms and in terms of the work programs shall be submitted with the budget. The budget shall outline the proposed financial policies of the city for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policies, expenditures and revenues, with reasons for such changes; summarize the city's debt position and include such other material as the city manager deems desirable or the council requires. The budget shall begin with a clear general summary of its contents; and shall show in detail all estimated revenues, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year. The proposed budget expenditures shall not exceed the total of estimated funds available from all sources. The budget shall be so arranged as to show comparative figures for estimated revenues and expenditures of the current fiscal year and the actual revenues and expenditures of the preceding two fiscal years, compared to the estimate for the budgeted year. The budget shall include in separate sections:

- (a) An itemized estimate of the expense of conducting each department, division and office.
- (b) An estimate of the revenues of the city from taxes by category for the fiscal year.
- (c) Tax levies, rates and collections for the preceding two years.
- (d) An itemization of all anticipated revenue from utilities and all sources other than the taxes.
- (e) The amount required for interest on the city's debts, for sinking fund and for maturing bonds and other obligations.
- (f) The amounts of the city debts and other obligations, with a schedule of payments and maturities.
- (g) A capital program, which may be revised and extended each year to indicate capital expenditures pending or in process of construction or acquisition.
- (h) Such other information as may be required by the council.

**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 sixty 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 (1<sup>st</sup>). 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 30<sup>th</sup>; 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.

[Amended November 2020]

**Section 8.06. Administration of Budget.** No payment shall be made or obligation incurred except in accordance with this charter and appropriation duly made, and unless the director of finance first certifies that a sufficient unencumbered balance and sufficient funds are or will be available to cover the claim or meet the obligation when it becomes due and payable. If funds are not currently available to make an appropriate payment, but will become available within the fiscal year, the director of finance may request the council give authority to borrow money to make such payment provided that such money will be repaid by the end of the fiscal year or as provided by state law. Any authorization of payment or incurring of an obligation in violation of the provisions of this charter is void and any payment so made illegal; provided this shall not be construed to prevent the council by ordinance from making or authorizing payments or the making of contracts, for capital expenditures to be financed wholly or partly by the issuance of bonds, time warrants, certificates of indebtedness, certificates of obligation, lease-purchase, or other similar evidence of indebtedness or obligation, or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year.

**Section 8.07. Amendment and Supplemental Budgets.** To protect the public health, safety, welfare and resources of the city, budget amendments to fund and meet conditions not anticipated in the original budget may be authorized, upon the affirmative vote of four members of the council. Supplements and amendments shall be approved by ordinance and shall be filed with the original budget.

**Section 8.08. Borrowing to Meet Funding Requirements.** In the absence of available funds to meet emergency conditions and requirements, the council may authorize the borrowing of funds. In any fiscal year in anticipation of the collection of the budgeted revenues or ad valorem property tax for such year, whether levied or to be levied in such year, the council may authorize the borrowing of money by the issuance of notes, warrants or tax anticipation notes. Notes and warrants issued under this section shall be limited to the funds required for the emergency or short-fall and mature and be payable not later than the end of the fiscal year in which issued, or as otherwise provided by statute.

**Section 8.09. Depository.** The council shall, from time to time, select a depository or depositories for city funds on the basis of bids received from such institutions; provided that the council may by resolution invest reserve funds in any state or federally chartered bank or savings institution. All monies received by any person, department or agency of the city for or in connection with affairs of the city shall be promptly deposited in the city depository or depositories. All checks, vouchers, or warrants for the withdrawal of money from the city depositories shall be signed by the city manager and the director of finance. City council may, by resolution, authorize alternate signatories to act in the absence of the city manager or director of finance.

**Section 8.10. Purchase Procedure.** All purchases made and contracts executed by the city shall be pursuant to a requisition from the head of the office, department or agency whose appropriation will be charged; and no contract or order shall be binding upon the city unless the director of finance certifies there is to the credit of such office, department or agency, a sufficient unencumbered appropriation to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued. All contracts and purchases of every nature and kind shall be made in accordance with all applicable state law requirements for competitive bidding.

**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 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.

[Amended November 2020]

**Section 8.12. Independent Audit.** At the close of each fiscal year, an independent audit shall be made of all accounts of the city by a certified public accountant with five years experience in auditing cities. The audit must be completed by March 30th of each year and shall include an audit of all non-profit organizations receiving fifty percent (50%) or more of their income from the city. The audit shall be subject to the following:

(a) The city shall pay a percentage of the audit costs for all non-profit organizations audited, equal to the percentage of their respective total funding provided by the city.

(b) The independent auditor shall not otherwise maintain or keep any of the accounts of the city; act as financial advisor to the city; or have any financial interest whatsoever, direct or indirect, in any other financial affairs of the city, any member of the council, the city manager or any department head; provided that the auditor may be a resident or routinely utilize the utilities and services offered by the city, or be the owner of less than one percent of the total outstanding stock in a company contracting with the city.

## ARTICLE IX. REVENUE AND TAXATION

**Section 9.01. Taxation.** The city council may levy, assess and collect taxes of any type or character not prohibited by state law. The maximum ad valorem tax rate shall be as provided in the State of Texas Constitution and such tax rate shall be levied and assessed annually to provide for both operations and debt service.

**Section 9.02. Procedures.** The procedures, limitations and requirements for the levy, assessment and collection of any tax or lien therefore shall be as established by state law; provided that, if not established by state law, such procedures, limitations and requirements shall be established by ordinance.

**Section 9.03. Tax Assessor-Collector.** The city may contract with the Travis County Tax Assessor-Collector or any other qualified entity to collect taxes for the city. The council may create a city office or a department with the duties of tax collection. If created, the city manager shall appoint an individual as city tax collector to collect taxes and to perform such other duties as assigned. The tax collector shall give a fidelity bond, the cost to be borne by the city. The amount of such bond shall be set by the council, but shall not be less than the amount of tax collections under his or her control at any one time.

**Section 9.04. Property Taxes.** All taxes due the city shall be payable at such place as authorized by state law or the city council. All taxes due the city are due and payable when and as provided by state law or ordinance. Ad valorem taxes may be paid at any time after the tax rolls for the year have been completed and approved. If the due date for ad valorem taxes is not set by state law or ordinance, the due date shall be the first (1<sup>st</sup>) day of February

following the levy, and all such taxes not paid on or before the due date are deemed delinquent and shall be subject to such penalty and interest as provided by law. The city council may provide further by ordinance that all delinquent taxes due the city may be paid in installments. Failure to levy and assess taxes shall not relieve the persons, firm, corporation or property so omitted from obligation to pay such current or past-due taxes, and all such persons, entities and property is and remains liable for the taxes that would have been assessed for any prior or current year had the property been rendered or the taxes levied and assessed.

**Section 9.05. Tax Liens and Claims.** All property within the city on January 1<sup>st</sup> each year shall stand charged with a special lien in favor of the city, and the owner of such property on that date shall be personally liable therefore, until the tax and all related penalties and interest on that property are paid. All such taxes, penalties and interest may, if not voluntarily paid, be collected by the city by:

- (a) Suit to recover personal judgment therefore without foreclosure, or by suit to foreclose its lien or liens, or to recover both by personal judgment and foreclosure; and if the property description on the assessment rolls is insufficient, the city may plead a good description of the property to prove the same, and have judgment foreclosing the tax lien or personal judgment or both, against the owners and property; or
- (b) Withholding the payment of any debt or obligation owed to such owner or person by the city; by reducing the amount of any debt owed to such owner or person by the city by an amount equal to the unpaid taxes, penalties and interest; or otherwise by counter-claim and offset in any proceeding; and
- (c) No assignment or transfer of any such debt, claim, demand, account or property, after taxes are due, shall affect the right of the city to offset the said taxes, penalties and interest against the same; and
- (d) Any other method, means or procedure authorized by state law.

## **ARTICLE X. PLANNING AND DEVELOPMENT; COMMUNITY COMMITTEES**

**Section 10.01. Purpose and Intent.** It is the purpose and intent of this Article to provide for and require the development of the city be undertaken and accomplished pursuant to a comprehensive plan, and the council shall establish comprehensive planning as a continuous and ongoing governmental function to promote, guide, strengthen and assist the management of future development within the city and its extraterritorial jurisdiction, to assure the most appropriate and beneficial use of land, water, natural and community resources, consistent with the public interest. Through the process of comprehensive planning and the preparation, adoption and implementation of a comprehensive plan, the city shall preserve, promote, protect and improve the public health, safety, comfort, order, appearance, convenience,

economic and general welfare; prevent the overcrowding of land and avoid undue concentration or diffusion of population or land uses; facilitate the adequate and efficient provision of transportation, water, wastewater, schools, parks, recreational, housing and other facilities and services; conserve, develop, utilize and protect natural resources; and provide for and encourage economic growth.

**Section 10.02. Comprehensive Plan.** The council shall adopt a comprehensive plan within two years after the effective date of this charter, and thereafter all public and private development shall conform to such adopted comprehensive plan, or the applicable elements or portions thereof. The comprehensive plan may be amended at anytime and shall be reviewed and considered for amendment or revision at least every five years.

The comprehensive plan adopted by ordinance constitutes the master and general plan for the development of the city. The comprehensive plan shall contain the council's policies for growth, development and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or area wide plans. The comprehensive plan shall include the following elements:

- (a) a future land use element;
- (b) a traffic circulation and/or mass transit element;
- (c) a wastewater, solid waste, drainage and potable water element;
- (d) a conservation and environmental resources element with strong emphasis on water conservation;
- (e) a recreation and open space element;
- (f) a housing element;
- (g) a public services and facilities element, which shall include but not be limited to a capital improvement program;
- (h) a public buildings and related facilities element;
- (i) an economic element for commercial and industrial development and redevelopment;
- (j) a health and human service element; and such other elements as are necessary or desirable to establish and implement policies for growth, development and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community or area wide plans. The council may provide for financing of all elements contained in the comprehensive plan.

The several elements of the comprehensive plan shall be coordinated and be internally consistent. Each element shall include policy recommendations for its implementation and shall be implemented in part, by the adoption and enforcement of appropriate ordinances and regulations governing land development, and such ordinances and regulations governing the development and use of land may be as comprehensive and inclusive as the council may, in its discretion, from time to time determine necessary, desirable and not in conflict with state or federal law.

**Section 10.03. Comprehensive Plan Adoption and Amendment.** The comprehensive plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants authorized by the council, under the supervision of the city manager who shall coordinate development of the plan with the planning and zoning commission and the council. A draft of the comprehensive plan shall be submitted to the planning and zoning commission which shall hold a public hearing on such plan and make recommendations for the approval of the plan, with or without amendments. The planning and zoning commission shall then forward the proposed comprehensive plan, or element, or portion thereof, to the city manager, who shall thereupon submit such plan, or element, or portion thereof, to the council with the planning and zoning commission's and the city manager's recommendations thereon. If the proposed comprehensive plan has not been adopted within two years from the effective date of this charter, the proposed plan as it then exists will automatically become the city's comprehensive plan.

The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan, or any element or portion thereof, after one or more public hearings. The council shall act on such plan, element or portion thereof, within ninety days following its submission. If such plan, or element or portion thereof, is not adopted by the council, the council shall, with policy direction, return such plan, or element thereof, to the planning and zoning commission, which may modify such plan, or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. Amendments to the comprehensive plan may be initiated by the council, the planning and zoning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.

**Section 10.04. Planning and Zoning Commission.** There shall be established and maintained a planning and zoning commission, which shall consist of citizens of the city who must be qualified voters and have resided within the city for six months next preceding their appointment. The number of members of the planning and zoning commission shall be established by ordinance, but the number shall be at least five members, and a minimum of two-thirds of the members shall be citizens not directly or indirectly connected with real estate or land development; provided, should the council appoint more than five members, the council may appoint additional members from the extraterritorial jurisdiction of the city. The members of said commission are appointed by the council. The planning and zoning commission shall annually elect a chairperson and a vice-chairperson, to serve in the absence

of the chairperson, from among its membership and shall meets at least once each month. Vacancies shall be filled by the council for the remainder of the term.

**Section 10.05. Planning and Zoning Commission Powers and Duties.** The planning and zoning commission shall serve as the planning and the zoning commission of the city, and:

- (a) Review and make recommendations to the council regarding the adoption and implementation of a comprehensive plan, or elements or portions thereof, prepared under authorization of the city council and under the direction of the city manager and responsible staff.
- (b) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this Article:
  - (1) Review and make recommendation to the council on all amendments to such plan, or elements or portions thereof.
  - (2) Review and make recommendations to the council on all proposals to adopt or amend land development regulations for the purpose of establishing the relationship of such proposal to, and its consistency with, the adopted comprehensive plan or elements or portions thereof. For purposes of this Article "land development regulations" includes zoning, subdivision, building and construction, environmental, including water conservation, and other police power regulations controlling, regulating or affecting the use or development of land.
- (c) Pursuant to ordinances adopted by the council, exercise control over platting and subdividing land within the corporate limits and the extraterritorial jurisdiction of the city to insure the consistency of any such plats or subdivision with the ordinances and comprehensive plan, or element or portion thereof.
- (d) Pursuant to ordinances adopted by the council, make recommendations to the council regarding the zoning of land and land uses within the corporate limits of the city to insure the consistency of any such land use with the adopted comprehensive plan, or element or portion thereof.
- (e) May submit annually to the city manager, at least five months prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the planning and zoning commission are necessary or desirable to implement the adopted comprehensive plan, or element or portion thereof, during the forthcoming five (5) year period. [Amended May 2015]
- (f) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend annually to the council any changes in or amendments to the comprehensive plan as may be desired or required.

- (g) Prepare periodic evaluation and appraisal reports on the comprehensive plan, which shall be sent to the council at least once every five years after the adoption of the comprehensive plan, or element or portion thereof.
- (h) Obtain information relative to its duties from the city manager.
- (i) Act as an advisory body to the council and perform such additional duties and exercise such additional powers as may be prescribed by ordinance of the council not inconsistent with the provisions and intent of this charter.

**Section 10.06. Duties.** The council shall prescribe the duties of the planning and zoning commission by ordinance. The duties so established shall not be inconsistent with this charter and such duties shall include, but not be limited to, those prescribed herein.

**Section 10.07. Development Services Department.** 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. [Amended November 2020]

**Section 10.08. Board of Adjustments.** The council shall by ordinance establish a board of adjustment which shall, to the extent provided by ordinance or state law, have the power to hear and determine appeals from the refusal of building permits, appeals resulting from administrative decisions and to permit an authorized exception to or variation from the zoning regulations. Members of such board shall hold no other city office and no former member of the council shall serve as a member of the board of adjustment until one year after completion of his or her council term.

**Section 10.09. Capital Improvements Program.** The council shall adopt a capital improvements plan, and thereafter the construction and capital projects of the city shall conform to such adopted plan, as amended. The capital improvements plan may be amended at anytime and shall be reviewed and considered for amendment by the council at least every two (2) years.

The capital improvements plan, or elements or portions thereof, shall be initially prepared and drafted by personnel and/or consultants under the supervision of the city manager. A draft of the capital improvements plan shall be submitted to the planning and zoning commission which shall hold one or more public hearings on such plan and make recommendations for the approval of the plan, with or without amendments. The planning and zoning commission shall then forward the proposed capital improvements plan, or elements or portions thereof, to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with the recommendations of the city manager and planning and zoning commission. At least every two years thereafter, the city manager shall cause the review and preparation of any proposed amendments to the capital improvements plan and submits such proposed amendments to the planning and zoning commission for its review, approval and recommendations as provided above for the initial plan.

**Section 10.10. Subdivisions and Developments.** The council shall adopt, and maintain in full force and affect, a comprehensive ordinance or ordinances regulating the development, subdivision and improvement of land within the city and its extraterritorial jurisdiction. To the extent not in conflict with state law, the council shall have the authority to require for all such land that:

- (a) The owner of every tract of land who may divide the same into two or more parts for the purposes of laying out any subdivision, or any addition to the city, shall comply with the provisions of the comprehensive ordinances governing the subdivision and development of land.
- (b) The subdivision and development of land shall comply with all applicable elements of the comprehensive plan of the city.
- (c) A comprehensive site plan be required and approved for the development of or construction on any lot or parcel of land for which the owner or developer proposes a use for higher than single family or two-family residential.

**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.

[Added November 2020]

## ARTICLE XI. PUBLIC UTILITIES, FRANCHISES AND CONTRACTS

**Section 11.01. Public Services and Utilities.** The city shall have the full power and authority to:

- (a) Buy, own, construct, lease, maintain and operate within and without the limits of the city a system or systems of gas, electricity, telephone, sewage, sanitation, water, parks, airports, swimming pools, racetracks, transportation, communications, golf course, cemeteries, cable television or any other public service or utility.
- (b) Manufacture, produce or provide its own electricity, gas, water or any other product, good or commodity that may be required by the public for municipal purposes.
- (c) Purchase gas, electricity or any other commodity or article required by the public for municipal purposes, and to contract with any person, entity or public utility for such purchase.
- (d) Distribute and/or sell any utility, commodity or service.
- (e) Mortgage and encumber such public utility or service systems.
- (f) Regulate and control the distribution of utilities and services within the city and establish standards of service and quality of products.
- (g) Establish and enforce the rates to be paid by consumers of any utility or users of any service provided within the city, and if provided by the city, outside of the city.

These powers are vested in the council, and the council may exercise the power of eminent domain to acquire all or part of the property of any public utility or public service provider within the city whenever found by the council to be in the public interest for carrying out the objectives of providing utilities or services within the city. Any such eminent domain or condemnation proceeding shall be according to the procedures and the methods of establishing the value of the property and facilities as provided by state law, and if such procedures or methods are not so provided by state law, as reasonably provided by ordinance.

**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 (2) 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. [Amended November 2020]

**Section 11.03. Franchise Limitations.** No exclusive franchise shall ever be granted, and franchises shall be transferable only upon authorization of the council expressed by ordinance. A franchise may not be transferred except to a person, firm or entity taking all or substantially all of the franchise's business in the city. The expiration date of all franchises shall be specified and the term thereof may be extended or renewed only by ordinance.

**Section 11.04. Franchise for Public Utilities.** The council shall have the power to grant, amend, renew, extend by ordinance or to deny the franchise of all public utilities of every character serving the city, including, but not limited to, persons or entities providing electricity, gas, water, sewage, telephone service, any communications services, or any similar commodity or utility to the public. The effective period of public utility franchises may be set by the council; but shall not exceed twenty (20) years, unless a longer term is specifically approved by a majority of the qualified voters at an election held for that purpose. [Amended May 2015]

**Section 11.05. Franchise for Public Services.** The council shall have the power to grant, amend, renew, extend by ordinance or deny the franchises of all providers of public services to the city. Public services include, but are not limited to, ambulance services, cable television services, transportation services, any communication services, sanitation services and any other service or business using the public streets or property within the city to provide service. The effective period of public service franchises may be set by the council; but shall not exceed ten years.

**Section 11.06. Regulation of Franchises.** All grants of franchises, as authorized in this charter, shall be subject to the right of the council to:

- (a) Determine, fix and regulate the charges, rates or compensation to be charged by a person or entity granted a franchise.
- (b) Repeal the franchise by ordinance at any time upon the failure or refusal of the franchisee to comply with the terms of the franchise, this charter or any applicable city ordinance, state law, or any valid rule of any regulatory body.

- (c) Establish standards and quality of products or service.
- (d) Require such expansion, extension and improvement of plants and facilities as are necessary to provide adequate service to all the public and to require that maintenance of facilities be performed at the highest reasonable standard of efficiency.
- (e) Prescribe the method of accounting and reporting to the city so that the franchisee will accurately reflect the expenses, receipts, profits and property values used in rendering its service to the public. It shall be deemed sufficient compliance with this requirement if the franchisee keeps its accounts in accordance with the uniform system established by an applicable federal or state agency for such service.
- (f) Examine and audit at any time the accounts and other records of any franchisee and to require annual and other reports prescribed in the franchise ordinance.
- (g) Require such compensation, regulatory, rental and franchise fees as may not be prohibited by law.
- (h) Impose such regulations and restrictions as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public.
- (i) Require the franchisee to restore at its expense all public or private property to a condition equal to or better than that before being damaged or destroyed by the franchisee.

**Section 11.07. Penalty Authorized.** The council shall have the power and authority to review any franchise at anytime and to assess a penalty against the franchisee for its failure to comply with the franchise, this charter and the ordinances of the city or the laws of the State of Texas. If in the opinion of council the requirements of the franchise, charter, ordinances or state law are not being complied with, the council shall so notify the franchisee in writing stating the provisions the franchisee has failed to comply with and setting a time for a hearing and deadline for correction of the non-compliance. The council may assess and enforce a reasonable penalty based upon the facts, issues and circumstances determined at the hearing, if non-compliance is found. If the franchisee does not correct the non-compliance within a reasonable time established by the council for correction, the council may repeal or cancel the franchise.

**Section 11.08. Franchise Value not to be Allowed.** In determining the just compensation to be paid by the city for any public utility or public service property or facilities which the city may acquire by condemnation or otherwise, no value shall be assigned to any franchise granted by the city.

**Section 11.09. Extensions.** Franchisees shall be required to extend services to all parts and portions of the city unless provided otherwise in the franchisee's franchise or limited by a

CCN held by a franchisee. All extensions of any lines, conduit, pipe or systems shall become a part of the aggregate property of the public utility or service provider and shall be subject to all the obligations and rights prescribed in this charter and the franchise. The right to use and maintain any such extension shall terminate with the franchise. [Amended May 2015]

**Section 11.10. Other Conditions.** All franchises heretofore granted are recognized as contracts between the city and the franchisee, and the contractual rights as contained therein shall not be impaired by the provisions of this charter except:

- (a) The power of the city to exercise the right of eminent domain to acquire the property and assets of the utility is reserved.
- (b) The general power of the city to regulate the rates and services of a utility including the right to require adequate and reasonable extension of plant and service and to require that maintenance of facilities be performed at the highest reasonable standard of efficiency shall be enforced.
- (c) The council shall review each franchise at its first renewal date subsequent to the adoption of this charter and shall cause the franchise, if renewed, to meet the provisions of this charter; and no rights shall be vested in the franchisee with regard to any renewal based upon the terms, conditions or limitations expressed in any such existing franchise.

**Section 11.11. Election Required.** No city owned electric utility, gas, water, sewer, cable television system or telecommunications system, park, swimming pool or other utility shall ever be sold or leased without authorization by a majority vote of the qualified voters of the city voting at an election held for such purpose. [Amended May 2015]

**Section 11.12. Contracts Concerning City Property.** The council shall have the power to grant, amend, renew or extend contracts concerning the operation and management of any city owned facility, such as a civic center, parks, golf course, swimming pools, water and wastewater treatment plants and any other such property; provided that no such contract shall be let except upon opportunity for competitive bids and proposals, nor exceed a term of ten years unless approved at an election held for such purpose.

## 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 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. [Amended

May 2015] [Amended November 2020]

**Section 12.02. Acceptance of Gifts.** No elected or appointed officer or employee of the city shall accept, directly or indirectly, any gift, favor or privilege exceeding a nominal value or employment from any utility, corporation, person or entity having or seeking a franchise or contract with or doing business with the city. If any utility, corporation, person or entity contracting with the city shall make any gift or give any favor, privilege or employment to an officer or employee in violation of this section, such action shall render the contract voidable.

[Amended May 2015]

**Section 12.03. Interest in City Contract.** No elected or appointed officer or employee of the city shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the city or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as an officer or employee; provided however the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one percent of the total capital stock of the corporation. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the city shall render the contract voidable. [Amended May 2015]

**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. [Amended May 2015]

Amended November 2020]

**Section 12.05. Political Contributions.** No elected or appointed city officer or employee shall by any means whatsoever solicit or assist in soliciting any assessment, subscription or contribution for any political party, candidate or any political purpose whatsoever from any non-elected officer or employee holding any compensated or uncompensated city position or employment. [Amended May 2015]

**Section 12.06. Bribery Prohibited.** No person who seeks appointment, employment or promotion with respect to any city office or employment shall, directly or indirectly, give or pay any money or other thing of value or render any service or offer to so give, pay or render any valuable thing to any person for or in connection with his or her proposed or actual appointment, hiring or promotion.

### ARTICLE XIII. GENERAL PROVISIONS

**Section 13.01. Oath of Office.** All elected and appointed officers of the city shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The oath shall be administered by the mayor, the city secretary, notary public or other person authorized by law to administer oaths.

[Amended May 2015]

**Section 13.02. Notice of Claim Against City.** Except as provided for by the State of Texas Constitution or a statute in conflict herewith, the city shall not be liable for any damages, attorneys fees, costs of court, or other monies regarding any matter whatsoever, unless notice shall have first been given the city in compliance with this section, as follows:

(a) Before the city shall be liable for any damage, claim, suit, attorney fees or costs of court arising out of or for any personal injury, damage to property or violation of any statutory right or duty, the person who is injured or whose property has been damaged, or someone on his or her behalf, shall give the city manager or the city secretary notice in writing duly certified within ninety days, after the date of the alleged damage, injury or violation of statutory duty or right, stating specifically in such notice when, where and how the injury or damage was sustained, setting forth the extent of the injury or damage as accurately as possible and giving the names and addresses of all witnesses known to the claimant upon whose testimony the claimant is relying to establish the injury or damage. In case of injuries resulting in death, the person or persons claiming damage shall within ninety days, after the death of the injured person, give notice as required above.

(b) Before the city shall be liable for any damages, attorney fees, court costs or monies whatsoever, whether arising out of any action authorized by statute, for declaratory judgment, for equitable remedy or for any damage, claim or suit arising out of contract, the person who seeks such remedy, relief or damage, or someone on his or her behalf, shall:

- (1) Give the city manager or the city secretary notice in writing not less than thirty days prior to the filing of such claim, suit or cause of action; state specifically the allegations of and basis for such claim, suit or request for remedy; the facts, contract provisions or circumstances supporting the same; the specific remedy or damages sought; the names of all city officers and employees complained of; and giving the names and addresses of all witnesses known to the claimant upon whose testimony the claimant is relying to establish the injury or damage; and
- (2) Upon request of the city manager or the city council, meet, confer and negotiate with the city for the purpose of reaching an acceptable compromise and settlement.

**Section 13.03. Reservation of Defenses.** Nothing contained in this charter or in any ordinance or contract of the city shall be construed to mean the city waives any rights, privileges, defenses or immunities provided under common law, the Constitution and laws of the State of Texas. No such right, privilege, defense or immunity may be waived except by the city council acting in a public meeting to settle or compromise a claim, dispute or lawsuit.

**Section 13.04. Settlement of Claims.** The city council shall have the authority to compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the city, except suits by the city to recover delinquent taxes; provided that the city attorney shall have the authority to settle on behalf of the city any and all matters pending in municipal court, or in the county courts on appeal from the municipal court.

**Section 13.05. Community Service Organizations.** A written contract for services shall be executed prior to any non-profit, community service organization receiving city funds. Such contracts shall establish the terms, conditions and services to be provided and shall require an annual audit of the non-profit organization.

**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.

[Amended May 2015] [Amended November 2020]

**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;
- (f) the finance director; and
- (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.

[Amended November 2020]

**Section 13.08. Charter Review.** The council will review the charter every two years to determine if any amendment should be considered. The council will appoint a charter review commission, consisting of seven qualified voters of the city, at least every fifth year. The term of each charter review commission will be six months, and such commission will review, hold hearings upon and make recommendations for the amendment, if any, of this charter. Any resulting charter elections will be noticed and held in compliance with state law. [Amended November 2020]

**Section 13.09. Severability.** It is hereby declared that the sections, paragraphs, sentences, clauses and phrases of this charter are severable, and if any word, phrase, sentence, paragraph or section of this charter should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this charter, since the same would have been enacted without the incorporation of any such invalid word, phrase, clause, sentence, paragraph or section. If any provision of this charter is adjudged by a court of competent jurisdiction to be invalid or to conflict with State of Texas law, the invalidity or inconsistency shall not affect any other provision or application of this charter, which can be given effect without the invalid or inconsistent provision, and to the fullest extent possible, this charter shall be construed and read in a manner to give effect to the original intent and meaning of this charter as modified only by the deletion of such invalid word, phrase, clause, provision or section, and to this end, the provisions of this charter are declared to be severable.