



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

City Council Regular Meeting

Wednesday, February 17, 2021 at 7:00 PM

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

AGENDA

Via Telephone/Video Conference (Zoom Meeting)

This meeting will be live streamed on Manor Facebook Live

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

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, February 17th, will only be open to the public via remote access.

Instructions for Public Speaking:

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

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

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

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

- A. Capital Improvements Committee**
Submitted by: Mayor Pro Tem Harvey

PUBLIC HEARINGS

- 1. Public Hearing: Conduct a public hearing upon a rezoning request for 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).**
Applicant: RL Posey Consulting, LLC
Owner: EARTC, LLC
Submitted by: Assistant Development Services Director Scott Dunlop
- 2. Public Hearing: Conduct a public hearing upon a rezoning request for 8.93 acres, more or less, out of the A.C. Caldwell Survey, Travis County Texas, and being located at 13300 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).**
Applicant: South Llano Strategies
Owner: Timmermann Properties, Inc.
Submitted by: Assistant Development Services Director Scott Dunlop

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 of the February 3, 2021, City Council Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary
- 4. Consideration, discussion, and possible action on the acceptance of the January 2021 Departmental Reports.**
Submitted by: Lydia Collins, Acting City Manager

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Dev. Services Director
- Community Development – Debbie Charbonneau, Heritage and Tourism Manager
- Municipal Court – Sarah Friberg, Court Clerk

- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

5. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E, Manor, TX.

Applicant: Chau Quang Dinh

Owner: Chau Quang Dinh

Submitted by: Assistant Development Services Director Scott Dunlop

REGULAR AGENDA

6. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).

Applicant: RL Posey Consulting, LLC

Owner: EARTC, LLC

Submitted by: Assistant Development Services Director Scott Dunlop

7. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 8.93 acres, more or less, out of the A.C. Caldwell Survey, Travis County Texas, and being located at 13300 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: South Llano Strategies

Owner: Timmermann Properties, Inc.

Submitted by: Assistant Development Services Director Scott Dunlop

8. Consideration, discussion, and possible action on an award of a Construction Contract for the 2020 Wastewater Collection System Improvements to Guerra Underground, LLC in the amount of \$418,097.

Submitted by: Samuel D. Kiger, P.E. City Engineer

9. Consideration, discussion, and possible action on a Purchase Contract with Timmermann GP, LLC for a water easement with temporary construction easement.

Submitted by: Samuel D. Kiger, P.E. City Engineer

10. Consideration, discussion, and possible action to approve the Purchase Contract with Krantz Properties, LLC for a wastewater easement with temporary construction easement.

Submitted by: Samuel D. Kiger, P.E. City Engineer

11. Consideration, discussion, and possible action on a Development Agreement for the Palomino Development.

Submitted by: Assistant Development Services Director Scott Dunlop

12. Consideration, discussion, and possible action on an award of a Professional Services Contract for the 2050 Comprehensive Plan to Freese and Nichols, Inc. in the amount of \$319,168.00.

Submitted by: Assistant Development Services Director Scott Dunlop

13. Tabled Item: Consideration, discussion, and possible action on City Council Committees Meetings.

Submitted by: Dr. Larry Wallace Jr., Mayor

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, February 12, 2021, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing upon a rezoning request for 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).

Applicant: RL Posey Consulting, LLC
Owner: EARTC, LLC

BACKGROUND/SUMMARY:

This property was annexed into the city in 2017 and the default Agricultural zoning was applied when that was finalized as a permanent zoning category was not requested. A construction services type business (fiber optic and traffic light installation) has located on the property. They were notified their use of the property was not consistent with the current zoning. C-3 Heavy Commercial has been requested since the outdoor storage area is not restricted in size. C-3 Heavy Commercial is our most permissive zoning category with almost all defined uses being allowed. If approved, they would need to plat the property as well as file site development plans and building permits.

P&Z recommended approval 4-0

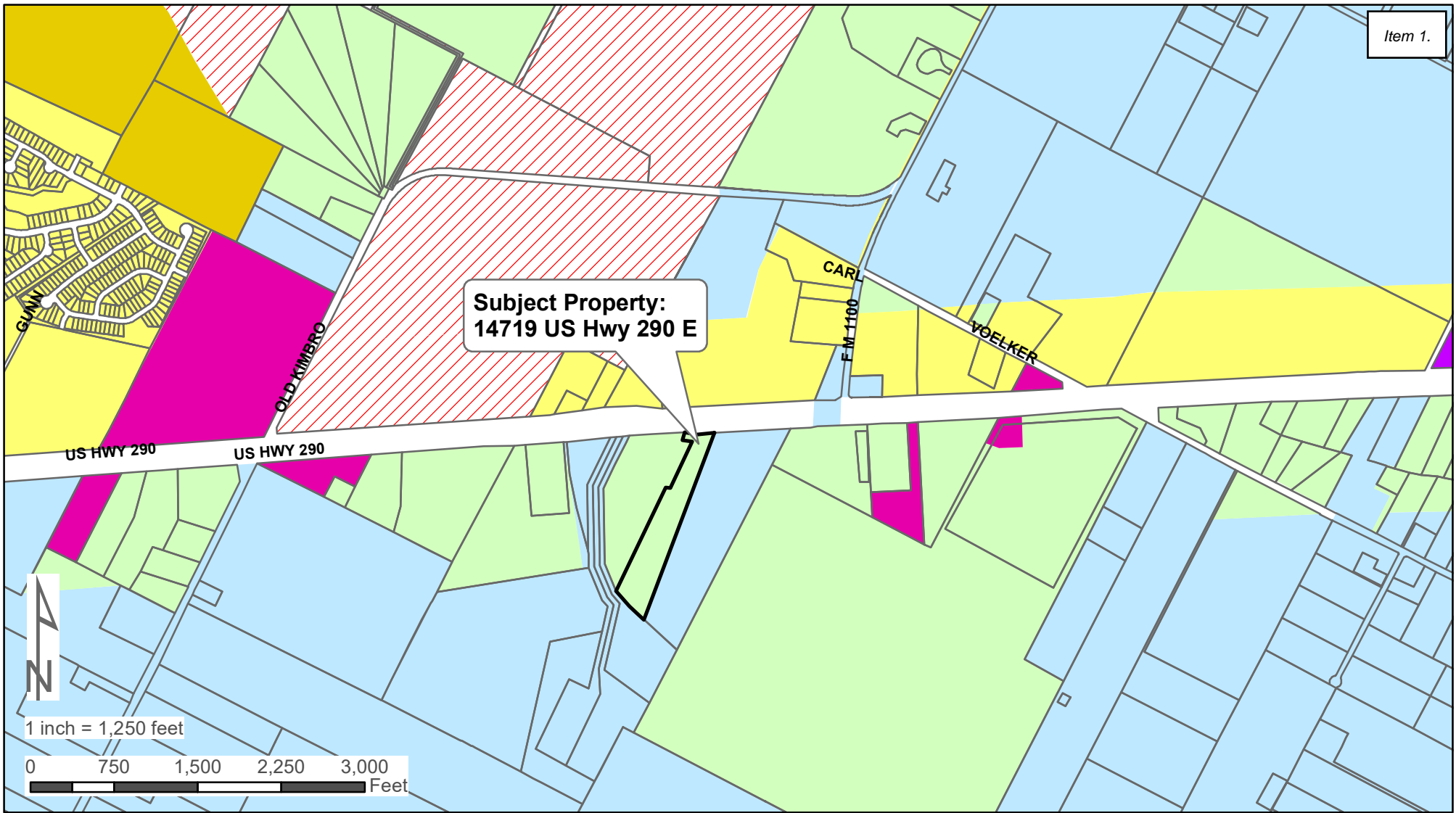
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Rezoning Map
- Area Image
- C-3 Uses
- Notice Letter
- Mailing Labels

STAFF RECOMMENDATION:

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		



Proposed Zoning: Heavy Commercial (C-3)

*Current Zoning:
Agricultural (A)*

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



(b) *Non-residential uses in non-residential and mixed-use zoning districts.*

Item 1.

EXPAND

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Adult day care		P	P					P	P		
Adult-oriented businesses									C/S	C/S	
Alcoholic beverage establishment					S	P	P	P	P		
Amusement (indoor)							C	C	C		
Amusement (outdoor)								C	C		
Antique shop					P	P	P	P	P		
Art studio or gallery		P	P		P	P	P	P	P	P	
Automobile repair (major)								C	C	C	C
Automobile repair (minor)							C	C	C	C	
Automobile sales and rental								C	C		
Automobile washing								C	C		

Item 1.

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

Item 1.

Construction services								C	C	C	C
Consumer repair services					P	P	P	P	P		
Contractor's shop									C	C	C
Data center				P					P	P	
Day camp	S	P	P								
Distillery, micro								P	P	P	P
Distillery, regional									P	P	P
Event center		P	P		C/S	C/S	C/S	P	P		
Financial services				C	C	C	C	C	C		
Financial services, alternative								C	C		
Florist					C	C	C	C	C		
Food court establishment								C/S	C/S	C/S	
Food preparation						C	C	C	C	C	C
Food sales					C	C	C	C	C		
Funeral services		C	C		C	C	C	C	C	C	C
Game room								C/S	C/S	C/S	

Item 1.

Gasoline station (full-service)								C	C		
Gasoline station (limited)					C/S		C/S	C	C		
General retail sales (convenience)				P	P	P	P	P	P		
General retail sales (general)					P	P	P	P	P		
Golf course/country club	S										
Governmental facilities	P	P	P	P	P	P	P	P	P	P	P
Hospital services		P	P	P							
Hotel					C/S	C	C	C	C		
Industrial use, light									P	P	
Industrial use, heavy											P
Kennel								C	C	C	
Laundry services								P	P	P	P
Laundry services (self)					P	P	P	P	P		
Liquor sales					P	P	P	P	P		

Item 1.

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/S	C/S	C/S	
Personal improvement services					P	P	P	P	P		
Personal services					P	P	P	P	P		
Printing and publishing				C	C	C	C	C	C		
Product development services (general)				P					P	P	

Item 1.

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	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		

Item 1.

School, college or university		P	P					P	P		
School, private or parochial		P	P				P	P	P		
School, public		P	P				P	P	P		
Shooting range, indoor									P	P	
Smoke shop or tobacco store								P	P		
Theater							P	P	P		
Transportation terminal								C	C	C	C
Truck and trailer sales and rental								C	C	C	
Truck stop									P	P	
Utility services, major			C							C	C
Utility services, minor	P	P	P	P	P	P	P	P	P	P	P
Vehicle storage facility									C	C	
Veterinary services, large								C	C		

Item 1.

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		



January 20, 2021

RE: Notification for a Rezoning Application at 14719 US Hwy 290 E

Dear Property Owner,

The City of Manor Planning and Zoning Commission and City Council will be conducting regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 10.01 acres at 14719 US Hwy 290 E, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing upon a rezoning request for 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).

The Planning and Zoning Commission will meet at 6:30PM on February 10, 2021 at 105 East Eggleston Street in the City Hall Council Chambers**.

The City Council will meet at 7:00PM on February 17, 2021 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed.

If you have no interest in the case there is no need for you to attend**. You may address any comments to me at the email address or phone number below. Any communications I receive will be made available to the Commissioners and Council Members during the discussion of this item.

** Due to the declared Public Health Emergency related to COVID-19, at the time of this notification Planning and Zoning Commission meetings are being conducted via video conference and livestreamed on the City's Facebook page (facebook.com/cityofmanor) and the Chambers is closed to the public.

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

You may refer to the posted agendas for the February 10th Planning and Zoning Commission and February 17th City Council to see how the meeting will be conducted, whether via video conference or in-person, or by calling 512-215-8116. Agendas and speaker registration information can be found at the follow link under the date of the meeting: http://www.cityofmanor.org/page/homepage_calendar. Agendas are posted 72 hours prior to the scheduled meeting.

Sincerely,

Scott Dunlop,
Assistant Development Director
sdunlop@cityofmanor.org - 512-215-8262

MB & MS Enterprises, Inc.
P.O. Box 82653
Austin, TX 78708-2652

Krantz Properties, LLC.
14807 US Hwy 290 E
Manor, TX 78653-4513

Todd & Kim Mason-Darnell
14601 US Hwy 290 E, Apt. D
Mason, TX 78653-4568

Ronald J & Marilyn M Mason
14601 US Hwy 290 E, Apt. C
Mason, TX 78653-4568

Jeremy C & Amy L Kondrath
14601 US Hwy 290 E, Apt. B
Manor, TX 78653-4568

**Monroy Roberto M & Gonzalo C & Fidel
M Tinajero**
9009 Slayton Drive
Austin, TX 78753-5054

Dinh Chau Quang & Anh Kim Pham
1201 Porterfield Drive
Austin, TX 78753-1617

Hester Real Estate Investments #5, LLC
20217 Cameron Road
Manor, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing upon a rezoning request for 8.93 acres, more or less, out of the A.C. Caldwell Survey, Travis County Texas, and being located at 13300 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: South Llano Strategies
Owner: Timmermann Properties, Inc.

BACKGROUND/SUMMARY:

This property is at the intersection of US Hwy 290 and Bois D’Arc Road and was annexed in 2017. The property is zoned Agricultural because that is the default zoning after annexation and a permanent zoning category was not requested at the time.

P&Z recommended approval 4-0

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

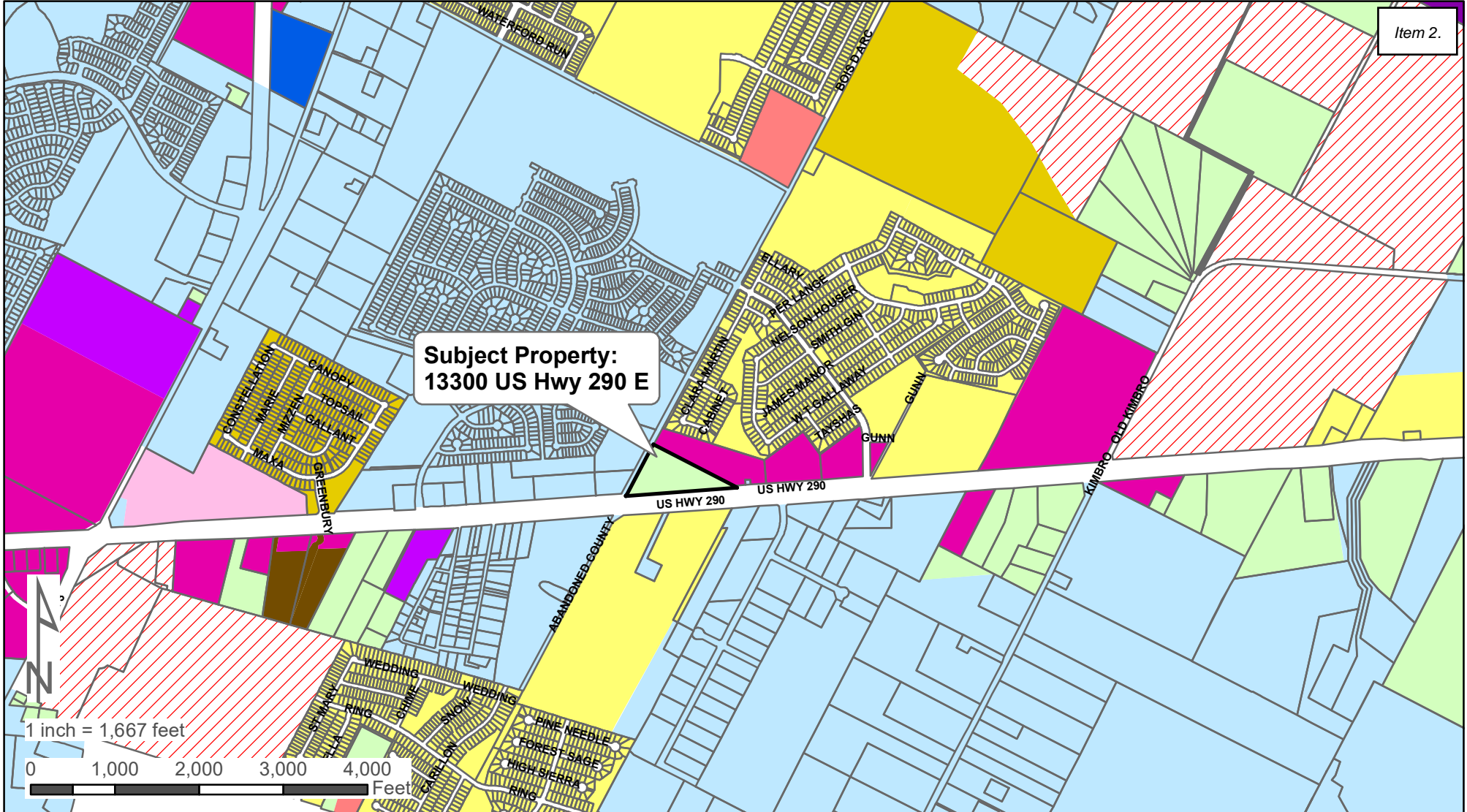
- Rezone Map
- Area Image
- Notice Letter
- Mailing Labels

STAFF RECOMMENDATION:

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

**Subject Property:
13300 US Hwy 290 E**



Proposed Zoning: Medium Commercial (C-2)

*Current Zoning:
Agricultural (A)*

Zone		Zone		Zone	
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
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					ETJ





January 20, 2021

RE: Notification for a Rezoning Application at 13300 US Hwy 290 E

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Sincerely,

Scott Dunlop,
Assistant Development Director
sdunlop@cityofmanor.org - 512-215-8262

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

MANOR BUSINESS CENTER LTD
148 CEDAR HILLS DR
ELGIN, TX 78621-9710

IBC PARTNERS LTD
9900 US HIGHWAY 290 E
MANOR, TX 78653-9720

VOSS CEDRIC DWAYNE
19225 DENTON LINE DR
MANOR, TX 78653-4052

GINSEL FAMILY LTD
7111 CREIGHTON LN
AUSTIN, TX 78723-1539

PRESIDENTIAL GLEN LTD
ATTN PETE DWYER
9900 US HIGHWAY 290 E
MANOR, TX 78653-9720

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

CARTER OC LABARON & JANELLE ENID
19205 DENTON LINE DR
MANOR, TX 78653-4052

THORNTON DOMINIQUE J
19209 DENTON LINE DR
MANOR, TX 78653-4052

RODRIGUEZ LEONEL A
19213 DENTON LINE DR
MANOR, TX 78653-4052

KELLEY THOMAS M
19217 DENTON LINE DR
MANOR, TX 78653-4052

MARSHALL SR
19221 DENTON LINE DR
MANOR, TX 78653-4052

MOTES CHRISTOPHER
19229 DENTON LINE DR
MANOR, TX 78653-4052



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of February 3, 2021, Regular Meeting.

BACKGROUND/SUMMARY:

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

- February 3, 2021, City Council Regular Meeting

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the City Council Minutes of the February 3, 2021, City Council Regular Meeting.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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**CITY COUNCIL
REGULAR SESSION MINUTES
FEBRUARY 03, 2021
Via Telephone/Video Conference
(Zoom Meeting)**

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

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, February 3rd, was only open to the public via remote access.

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Mayor Wallace Jr. advised that all votes would be conducted by a Roll Call Vote, meaning each City Council Member would be called on separately to cast their vote.

PRESENT VIA ZOOM:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Lydia Collins, Acting City Manager/Director of Finance
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Assistant Development Services Director
Tracey Vasquez, HR Manager
Heath Ferguson, IT Manager
Paige Saenz, City Attorney
Samuel D. Kiger, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present via video/telephone conference, the regular session of the Manor City Council was called to order by Mayor Wallace at 7:00 p.m. on Wednesday, February 3, 2021.

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS

A. Declaring Friday, February 5, 2021, as “National Wear Red Day”

Mayor Wallace read a proclamation declaring Friday, February 5, 2021, as “National Wear Day”

PUBLIC COMMENTS

There were no public comments received prior to the meeting.

PUBLIC HEARINGS

- 1. Conduct a public hearing on the annexation of 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E, Manor, TX.**

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

Mayor Wallace opened the public hearing.

Assistant Development Services Director Dunlop discussed the proposed annexation of land located at 14704 US Hwy 290 E. Manor, Texas.

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

There was no further discussion.

Motion to close carried 7-0

CONSENT AGENDA

- 2. Consideration, discussion, and possible action to approve the City Council Minutes of January 20, 2021, Regular Meeting.**

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

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

- 3. First Reading: Consideration, discussion, and possible action on an ordinance annexing 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E, Manor, TX.**

The City staff recommended that the City Council approve the first reading of an ordinance annexing 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E. Manor, TX.

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

Ordinance: An Ordinance of The City of Manor, Texas, Annexing 52.019 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 a Service Plan 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 Kruppa and seconded by Mayor Pro Tem Harvey, to approve the first reading of an ordinance annexing 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E. Manor, TX.

There was no further discussion.

Motion to approve carried 7-0

4. Consideration, discussion, and possible action to on a Purchase Contract with Jeremy Clayton Kondrath and Amy Lou Kondrath for a wastewater easement with temporary construction easement.

The City staff recommended that the City Council approve a Purchase Contract with Jeremy Clayton Kondrath and May Lou Kondrath for a wastewater easement with temporary construction easement.

City Engineer Kiger discussed the Purchase Contract with Jeremy Clayton Kondrath and Amy Lou Kondrath.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to approve a Purchase Contract with Jeremy Clayton Kondrath and May Lou Kondrath for a wastewater easement with temporary construction easement.

There was no further discussion.

Motion to approve carried 7-0

At the direction of Mayor Wallace Agenda Item 5 and Item 6 were conducted in one motion.

- 5. Tabled Item: Consideration, discussion, and possible action on an ordinance authorizing a change to the health benefits plan which would extend coverage to City retirees.**
- 6. Tabled Item: Consideration, discussion, and possible action to amend the City of Manor Personnel Policies & Procedures Handbook to extend health benefits coverage to City retirees.**

Acting City Manager Collins stated that the Budget Committee had met regarding both items and are recommending postponement until 2022.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to postpone items to 2022.

City Secretary Almaraz asked for clarification on a date.

Mayor Pro Tem Harvey amended his motion.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to postpone items to the first meeting in February 2022.

Mayor Wallace opened the floor for discussion.

Council Member Kruppa asked why items were being postponed.

Mayor Pro Tem Harvey discussed the reasons why the Budget Committee had recommended postponement.

Council Member Kruppa requested for an amendment to the motion to include an earlier date if requested by council.

Mayor Pro Tem Harvey amended his motion.

MOTION: Upon a motion made by Mayor Pro Tem Harvey and seconded by Council Member Emily Hill, to postpone items to the first meeting in February 2022 or unless otherwise requested by council to bring to an earlier date.

The discussion was held regarding items to be discussed first with Budget Committee before presenting to Council.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action on proposed ordinances regulating electric vehicle charging stations, commercial and multi-family recycling requirements, and dollar-type store regulations.

Assistant Development Services Director Dunlop discussed the proposed ordinances.

The discussion was held regarding charging station regulations.

The discussion was held regarding multi-family recycling requirements.

The discussion was held regarding dollar-type store regulations.

The discussion was held regarding grant opportunities.

The discussion was held regarding charging fees for vehicle charging stations.

The discussion was held regarding charging station regulations for handicap spaces.

The discussion was held regarding the parking regulations for existing businesses.

The discussion was held regarding legal requirements for charging stations.

The discussion was held regarding a survey to the community for input.

There was no action taken.

Mayor Wallace adjourned the regular session of the Manor City Council into Executive Session at 7:38 p.m. on Wednesday, February 3, 2021, in accordance with the requirements of the Open Meetings Law.

Paige Saenz, City Attorney joined Executive Session via zoom.

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 *Sections 551.071 and 551.074, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to discuss Councilmember vacancies* at 7:38 p.m. on Wednesday, February 3, 2021.

The Executive Session was adjourned at 8:06 p.m. on Wednesday, February 3, 2021.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:06 p.m. on Wednesday, February 3, 2021.

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

There was no action taken.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:06 p.m. on Wednesday, February 3, 2021.

These minutes approved by the Manor City Council on the 17th day of February 2021.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Lydia Collins, Acting City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant 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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- January 2021 Department Monthly Reports

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve and accept the January 2021 Departmental Reports.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 1/17/2021

January 2021

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1622	2666	39↓	Patrol Car Rental
Average CFS per day	52.3	86	39↓	Last Month \$0.00
Open Cases	21	26	19.2↓	YTD \$0.00
Charges Filed	27	55	51↓	
Alarm Responses	37	53	30↓	
Drug Cases	6	8	25↓	
Family Violence	9	18	50↓	
Arrests Fel/Misd	4Fel/23Misd	18Fel/37 Misd	77.7Fel↓/37.8 Misd↓	
Animal Control	13	18	27.7↓	
Traffic Accidents	23	34	32.3↓	
DWI Arrests	16	8	100↑	
Traffic Violations	36	1235	97↓	
Impounds	25	83	69.8↓	
Ordinance Violations	14	14	NO CHANGE	
Victim Services Cases	40	45	11↓	
Total Victims Served	20	51	60.7↓	
Laboratory Submissions	6	9	33.3↓	

Notes:

*DNA- DATA NOT AVAILABLE

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

January 1-31, 2021

Description	Projects	Valuation	Fees	Detail
Commercial Sign	2	\$700.00	\$362.00	
Residential Deck/Patio	2	\$12,850.00	\$394.00	
Residential Electric	13	\$209,780.00	\$1,391.00	
Residential Fence	2	\$2,715.00	\$249.00	
Residential Irrigation	36	\$84,656.80	\$3,852.00	
Residential Mechanical/HVAC	2	\$13,226.00	\$214.00	
Residential New	39	\$11,747,766.20	\$216,930.60	
Residential Plumbing	7	\$23,200.00	\$811.00	
Totals	103	\$12,094,894.00	\$224,203.60	

Total Certificate of Occupancies Issued: 57

Total Inspections(Comm & Res): 1,695

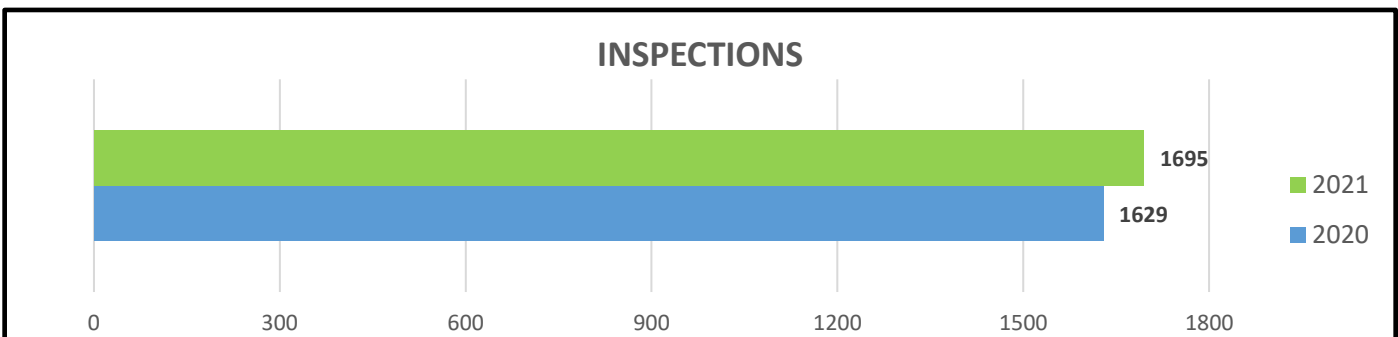
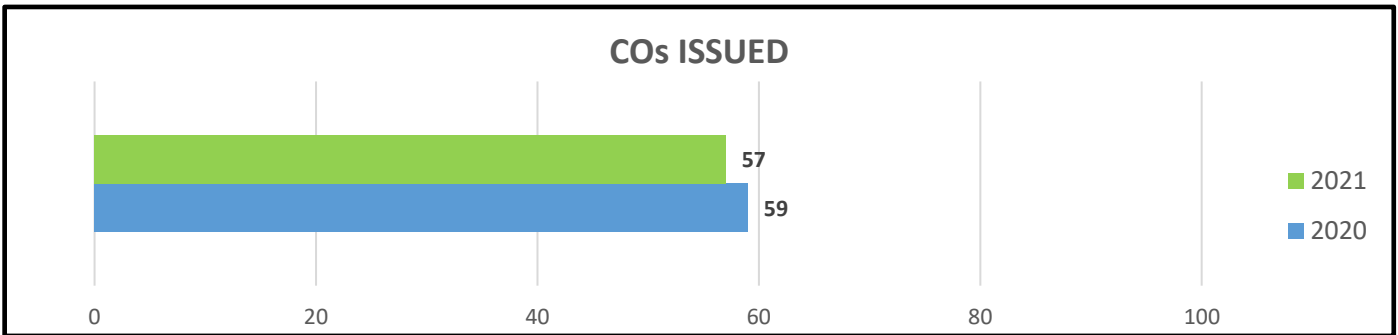
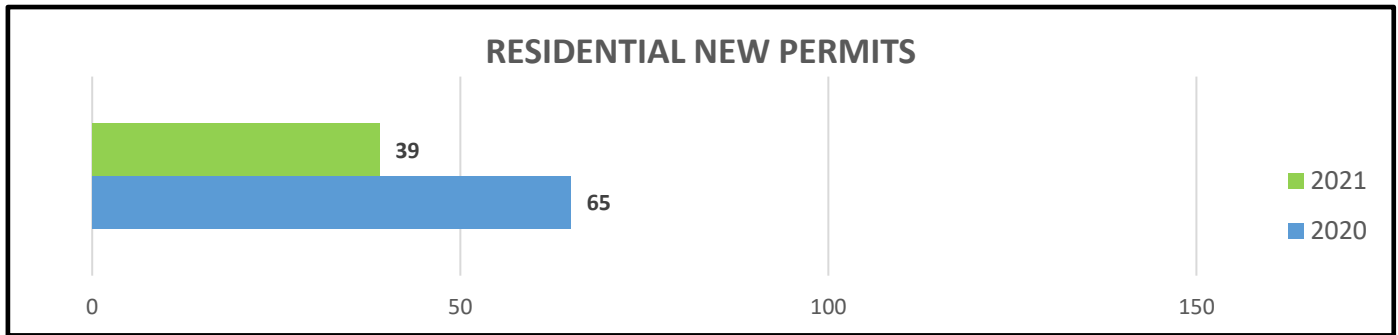
Tom Bolt, City Manager





January 2021

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: January 20, 2021
 RE: **January 2021 & February 2021**

COMMUNITY MEETINGS

Chamber of Commerce January Board of Directors Meeting (ZOOM)
 Chamber of Commerce January Meeting (ZOOM)
 Chamber of Commerce February Board of Directors Meeting (ZOOM)
 Chamber of Commerce February Meeting (ZOOM)

BUSINESS CONTACTS/VISITS

I made twenty (14) business contacts/visits for the months of January and February.

EVENTS

Leadership Manor Class #1 – No Class in January

Leadership Manor Class #1 – The class for Travis County Day was February 4, 2021. The agenda for the day was – Charles (Chuck) Brotherton, County Executive of Emergency Services; Travis County Judge Andy Brown; Jessica Rio, County Executive, Planning and Budget Office and Sherri Fleming, County Executive for health and Human Services.

Leadership Manor Class Monthly Meeting (ZOOM) – Wednesday, January 13, 2021.

Leadership Manor Class #1 – The class for Ft. Hood Day was February 10, 2021. The agenda for the day was – Briefing at III Corps; Simulators; Lunch; Tour of 1ACB, 1-227 Attack Battalion Hanger Bay and Dog Demonstration.



MEMO

MANORPALOOZA 2021 – MAY 6 & 7, 2022

The Friends of Manor Parks Board of Directors had been meeting weekly planning the event.

UPDATE – The Board held a meeting yesterday, February 3, 2021 and the following decision was made.

Due to the health and safety of our community and others, the Board of Directors of Friends of Manor Parks has voted to cancel ManorPalooza for 2021.

We are saddened we have to cancel but feel it is our responsibility to make sure all citizens and guests are safe.

With that being said, we have already set the date for 2022 and that is May 6 & 7!

We sincerely hope you will join us next year.

I will be contacting everyone individually about the date and their contracts.

Thank you for your understanding and patience.

OTHER DUTIES

CivStart Bi-Weekly ZOOM Meetings – These meetings are attended by the CivStart team, Tom Bolt, Mayor Wallace, Councilwoman Anne Weir, Scott Dunlop, Lydia Collins, Heath Ferguson, Matt Cody and myself.

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

CivStart Meeting – December 15, 2020 – CivStart had scheduled the meeting to meet with a start-up company. Qwally is a company that creates software systems to engage with, monitor, and support individual business owners.

CivStart & Qwally Presentation – January 12, 2021 - We to see the presentation from Qwally and review the proposal they sent. It was decided to draft a 3-month pilot project, at no cost and no long-term commitment to Manor that would include the following:

What are our most important business objectives?

Drafting a scope of work.



MEMO

What do we want to accomplish in promoting our businesses and setting up four modules for the Pilot Project.

CivStart & Qwally Monthly Meeting – Monday, February 9, 2021 – The team met on the Pilot Program Overview. Debbie discussed the process and the timeline. The following was decided: The timeline shall be March 1, 2021 – May 31, 2021. Qwally will forward to Manor a proposal outlining the project regarding data and the proposal will be reviewed by our attorneys.

City Council Meeting (ZOOM) – Attended the City Council meeting on Wednesday, January 20, 2021.

Texas Downtown Association Webinar on Downtown Lighting– (ZOOM) – Wednesday, January 27, 2021.

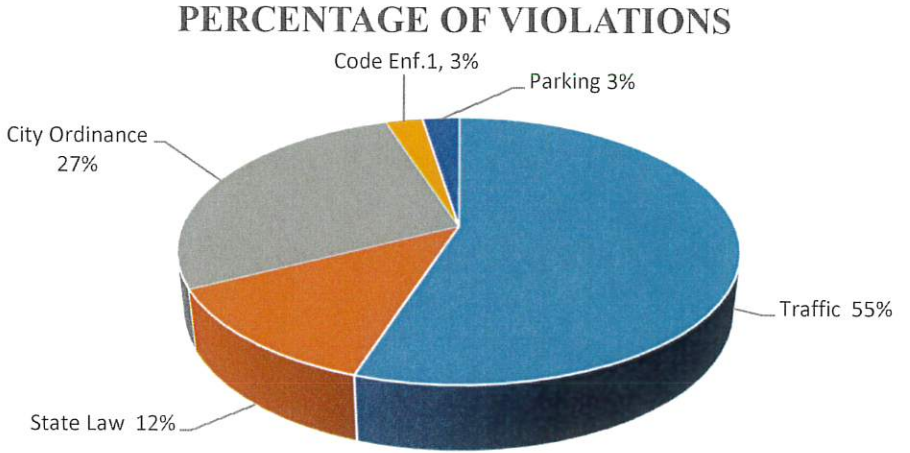
Regional Partners Meeting – Thursday, January 28, 2021 – **(ZOOM)** – Quarterly meeting with regional partners from Elgin, Taylor, Georgetown, Bastrop, Granger and Temple.

“Spring Fling” – I have planned a Manor Small Business event to run from March 20, 2021 – April 17, 2021. It will be a smaller event than “Shop Small” “Shop Local” but based on the same premise. For every \$15.00 someone spends in a participating small business, they will enter one ticket into a drawing to win 1 of 2 gifts baskets from Manor.

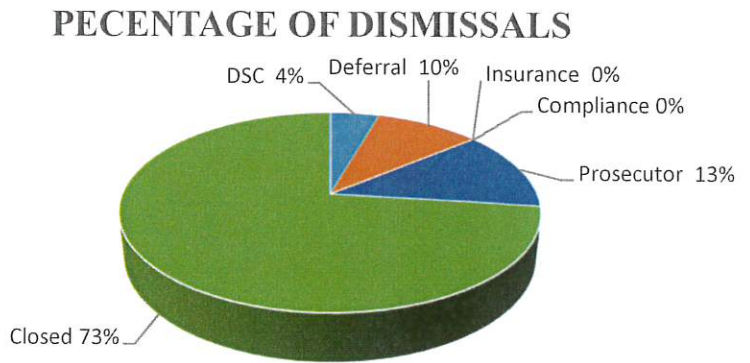
City of Manor Municipal Court

JANUARY 2021

Violations Filed	Jan-21	Jan-20
Traffic	22	598
State Law	5	31
City Ordinance	11	12
Code Enforcement	1	0
Parking	1	15
Total	40	656



Dismissals	Jan-21	Jan-20
DSC	12	47
Deferral	26	77
Insurance	0	4
Compliance	0	19
Prosecutor	35	30
Closed	199	485
Total	272	662



Warrants	Jan-21	Jan-20
Arrest Warrants	0	173
Capias Pro Fine	0	48
Total	0	221



Money Collected in January 2021

Kept By City	\$21,901.50
Kept By State	\$8,428.59
Total	\$30,330.09

Money Collected in January 2020

Kept By City	\$52,259.46
Kept By State	\$18,159.68
Total	\$70,419.14



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: February 17, 2021
RE: January Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

In the month of January, 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. In January, the Street Department repaired streets, curbs and signs.

Water and Wastewater Department

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

Water Production & Purchase

In the month of January, 12% of the water we supplied to our residents was from our wells, and 88% was purchased from EPCOR and Manville WSC.

Subdivision Inspections

- Street Inspections- 16
- Water Inspections- 4
- Wastewater Inspections- 9

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
FEBRUARY 2021

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.	sludge processing/ancillary equipment and building finish out ongoing	96%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 2	Creekside Lift Station improvements, Carrie Manor Lift Station	Creekside lift station underground piping, drive and fencing complete; Carrie Manor lift station license agreement under review	25%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Line installed and functioning, SCADA improvements authorized.	95%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Revised scope completed, plans complete, contract documents complete, project to be bid in 2021	Design/Bidding Phase
Park Bathroom	Public restroom for Timmerman Park	Project bidding this month	Bidding Phase
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Notice to proceed issued, submittal reviews ongoing	Construction Phase
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Easement acquisition ongoing, plans 97%, bidding this month	Design Phase
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Easement acquisition ongoing, plans 97%, bidding this month	Design Phase
FM 973 Water and Wastewater Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Project renegotiation with new owner	Design Phase
Burnet/Parsons Gravity Main	12" gravity wastewater main	Project contract to be awarded	Bidding Phase
CIP W-15 FM973 WL	12" Water Line from downtown to Manor Commons area	Project under preliminary design and surveying	Design

Streets and Parks Monthly Report January 2021

Daily Duties and Projects 1-1-2021 / 1-31-2021

- Repaired and placed to signs the were ran over on Browning St.
- Took down Christmas lights.
- Trimmed trees in alleys at E Rector St. & E. Lane St.
- Trimmed trees in alleys between E. Boyce & Eggleston St.
- Trimmed trees in alleys between N. Caldwell St. & W. Browning St.
- Repaired potholes on E. Carrie Manor, W. Carrie Manor, Gregg Manor Rd, Lexington St., Brenham St. Johnson Rd., E. Rector St., N. Burnet St., S. Burnet St., S. San Marcos St., W. Lane, N. Bastrop St., W. Townes St., Johnson Rd., John Nagle, Wheeler St., N. Caldwell St.
- Repaired Crosswalk sign At Joyce Turner Dr.
- Saw cut and prepped a sunk spot on Lapoynor St. for asphalt repair.
- Trimmed trees in Bell Farms Park, and at Jennie Lane Park.
- Trimmed trees at Mechanic Shop.
- Trimmed trees around cemetery fence.
- Replaced 8 plants at Jennie Lane Park.
- Irrigation repairs @ Jennie Lane Park.
- 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.

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

Presidential Heights Phase 3 – homes are still being built.

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

Presidential Heights Phase 5 – Homes are being built.

Stonewater North Phase 2- Homes are being built.

Stonewater North Phase 3-1-year Walkthrough has been done, contractor in process of repairs.

Lagos Phase 2- Contractor in development process.

Manor Commons- phase 1- 1year walkthrough has been done, contractor in process of repairs.

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

Manor Commons Apartments – still in building process.

Ring Drive – 1year walkthrough has been done, contractor in process of repairs.

Manor Heights – Phase I Sec. 1&2 Contractor in development process.

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

Grass Dale Manor Apartment - is in development process and building process.

Manor Grand Apartments - is in development process.

Prose Manor Commons Apartments – is in development process.

Dairy Queen – Contractor in development process.

Water Monthly Report January 2021

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

Repairs:

West elevated tower - repaired leak on pressure transmitter by CD,JB 1-6-21.
 Lexington and Browning SE corner - repaired a 1" main break by CD,RM,AM 1-1-21.
 16400 Hamilton Point - replaced a leaking curb stop by AB,AM 1-15-21.
 305 West Wheeler - repaired a 3/4 service line break replaced 10 ft of 3/4 poly service line by FZ,CD,JB 1-25-21.
 11817 Murchison -repaired a 2" service line break that contractor damaged while installing sidewalk by AM,DD 1-29-21.
 307 East Ln - leak on 1" service line - replaced the service line from the water meter to the main by FZ,CD,JT 1-29-21.
 402 West Parsons St. at city yard booster pump room- repaired small leak on booster pump number 3 pump back in operation by FZ,CD,EJ 1-6-21.
 402 West Parsons -City yard storage - Replaced old cla- valve with a new 8" cla - valve for city yard ground storage tank by FZ,CD,AM,JB 1-14-21.

Maintenance:

Greenbury subdivision -set up flushing signs at entry to subdivision on 1-6-21 will flush on 1-7-21 by AM.
 Presidential Glen subdivision -set up flushing signs on each entry to subdivision on 1-6-21 will flush on 1-7-21 by AM.
 Aqua Tech Lab - took first set of 5 Bac T samples and dropped off at lab by DD,JT 1-11-21.
 Wildhorse creek subdivision -set up flushing signs on each entry to subdivision on 1-13-21. will flush on 1-14-21 by DD.
 Presidential Heights subdivision -set up flushing signs on entry to subdivision on 1-13-21 will flush on 1-14-21 by AM.
 Carriage Hills - set up flushing signs on each entry to subdivision on 1-20-21 will flush on 1-21-21 by AM.
 Bell Farms Subdivision -set up flushing signs on each entry to subdivision on 1-20-21 will flush on 1-21-21 by AM.
 290 and Bois D Arc Northside - locate City of Manor utilities for contractor MHA Utilities laying a gas main by JT,FZ 1-22-21.
 303 West Browning St. - called locates so we can make a new water tap and set new 5/8 meter for lot by CD,JT 1-28-21.
 Aqua Tech Lab - took second set of 5 Bac T samples and dropped off at lab by DD,JT 1-26-21.

Education

TXST at Round Rock, TX- application approved for Grade C Distribution test for Isaiah Bedford on February 2, 2021 by JT 1-21-21.

Inspections

Old Kimbro and Hwy 290 - preconstruction meeting for extending water main for Manor Heights project by JL Gray Construction, Pauline Gray LZ, 1-8-21.

Pre con for Lots 12A & 12B Water on Ring Drive ,Pauline Gray ,LZ, 1-12-20.

Shadowglen Section 23 - inspect the blocking on fire hydrants by JL construction by JT,DD 1-20-21.

Lagos Phase 2 - water main Tie in on Lapoynor and Texana Dr. by JL Gray construction by JT,DD 1-29-21.

Wastewater Monthly Report January 2021

For the month of January, the Wastewater Department had 7 service calls, 5 repair jobs, 10 maintenance jobs and 9 inspections.

Service Calls

104 Bastrop St. - sewer clog - jetted city side service and cleared by CD,JB 1-8-21.
John Nagle and Lampasas St. - sewer clog - jetted city side manhole and cleared by FZ,CD 1-7-21.
502 East Eggleston - sewer clog - jetted city side service and cleared by AB,AM 1-15-21.
11309 Liberty - sewer clog -jetted city side service and cleared by AB,AM 1-15-21.
12824 Carillon Way - sewer clog - jetted city side main and cleared by DD 1-23-21.
12824 Carillon way - sewer clog - clog was on city side cleared clog by DD,JB 1-23-21.
12708 Bella Parkway - sewer clog - cleared service and called for locates to make repairs by AM 1-26-21.

Repairs

12724 St. Mary - repaired wastewater service where city side meets customer side and set new cleanout cap and lid by CD,JB,DD 1-5-21.
104 South Bastrop St. - made repairs where city side meets customer side and installed a clean out cap and lid by FZ,CD,AM 1-8-21.
Las Entradas Lift station - received high level alarm -pulled floats and cleaned grease and rags off them by AM,CD,JB 1-7-21.
12205 Marie Ln - replaced broken clean out cap and lid by AB 1-26-21.
12708 Bella Parkway -made repairs where city side meets customer side and installed a clean out cap and lid by CD,JT,AM 1-27-21.

Education

TXST at Round Rock Tx - scheduled Gionni Solorio to take Grade D Wastewater exam at TXST in Round Rock TX on February 2, 2021 by JT.

Maintenance

Presidential Glen Lift Station - Generator would not start found loose a connection
Generator is back in operation by JT,FZ 1-12-21.

Carriage Hills Lift station - high level alarm - found floats were tangled up pulled floats
cleaned grease and rags off- lift station back in operation by 1-8-21.

Brenntag - ordered truck load 2,000 gallons of sodium hypochlorite 10% for Wilbarger Plant 1-19-21.

Stonewater Lift station - pump number 2 stopped up -pulled pump number 2 and cleaned rags out
by JT,DD 1-21-21.

Wilbarger Plant - received 2,000 gallons of sodium hypochlorite on 1-21-21.

Wilbarger Plant - ordered 3 test kits of 50 test for Low range ammonia from Hach
by JT 1-26-21.

Wilbarger Plant -ordered 3 test kits of 50 test for Total Phosphorus from Hach
by JT 1-26-21.

12708 Bella Parkway - called for locates and Marked work area with paint need
to repair where city side meets customer side due to roots in service by AM 1-26-21.

Wilbarger Plant - hauled 5 loads out of digester by RM,JR 1-27-21.

303 West Browning St. - called locates so we can make a new wastewater tap and set a cleanout
on property line by CD,JT 1-28-21.

Inspections

Manor Heights Phase 1 section 1 - coating of manholes by JL Gray Construction - all manholes have
been coated by CD,DD 1-6-21.

Pre con for Lots 12A & 12B Wastewater on Ring Drive by Pauline Gray by LZ,JT 1-12-21.

Shadow Glen section 28 - pressure test wastewater main and vacuum test manholes with JL Gray
Construction by DD 1-15-21.

Cottonwood Creek WWTP Preconstruction Meeting on HWY 290 by Frank Phelan ,JT 1-19-21.

Lagos subdivision Phase 2 - wastewater mains and services by JL Construction by DD 1-19-21 to 1-
22-21.

Lagos subdivision Phase 2 - wastewater mains and services by JL Construction by DD 1-25-21 to 1-
29-21.

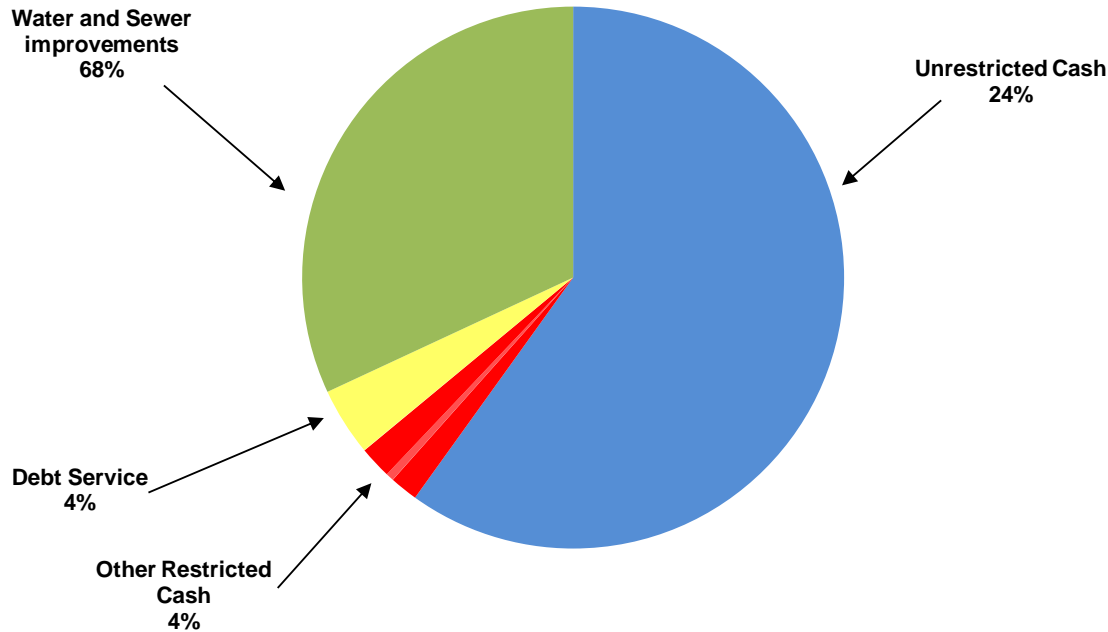
Shadow Glen Section 23 A - pressure test and vacuum test mains and manholes by DD 1-27-21.

Manor Heights - Phase 2 - pressure test and vacuum test mains and manholes by DD 1-26-21.

Lagos subdivision phase 2 - pressure test and vacuum test mains and manholes by DD 1-29-21.

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

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$13,437,733	\$ 8,520,742			\$ -	\$ 21,958,475
Restricted:						
Tourism				613,129		613,129
Court security and technology	3,934					3,934
Rose Hill PID				172,785		172,785
Customer Deposits		704,248				704,248
Park	8,933					8,933
Debt service			1,486,181			1,486,181
Capital Projects						
Water and sewer improvements		-		11,700,928		11,700,928
TOTAL CASH AND INVESTMENTS	\$13,450,600	\$ 9,224,990	\$ 1,486,181	\$ 12,486,843	\$ -	\$ 36,648,613



Overview of funds:
 \$136,037.45 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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E, Manor, TX.

Applicant: Chau Quang Dinh
Owner: Chau Quang Dinh

BACKGROUND/SUMMARY:

An annexation petition was approved by the City Council on January 6th which initiated this voluntary annexation. The majority of the 52 acres is already in the city (34.5 acres by Ord. 338) and this annexation would bring the remaining 17.5 acres into the city. This is the only public hearing required and there has not been a rezoning application filed nor any preliminary development permits as to the intended use. After second reading of the Ordinance on 2/17/21 the annexed area will come into the city with Agricultural zoning.

First reading was approved on February 3, 2021, Regular Council Meeting.

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

- Ordinance No. 602
- Legal Description
- Area image

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 602 annexing 52.019 acres, more or less, adjacent and contiguous to the city limits and being located at 14704 US Hwy 290 E, Manor, TX.

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

ORDINANCE NO. 602

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ANNEXING 52.019 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 A SERVICE PLAN 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 owner 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 Service Plan 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 property (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:

All that certain area of land being 52.019 acres, more or less, located in the A.C. Caldwell Survey No. 52, Abstract 154 and the L. Kimbro Survey, Abstract No. 64, Abstract 456 in Travis County, Texas, said property being further described in Document No. 2014039510, Real Property Records of Travis County, Texas and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

ORDINANCE NO. 602**Page 2**

SECTION 3. That the Service Plan 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 Service Plan 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 3rd day of February 2021.

FINALLY PASSED AND APPROVED on this 17th day of February 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit "A"

ANNEXED PROPERTY DESCRIPTION

Exhibit "B"

**SERVICE PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF MANOR**

WHEREAS, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

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, 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 Plan, 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.

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.

ORDINANCE NO. 602**Page 5**

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

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 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.

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.

(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 in this Plan:

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 subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is 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 property 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 property as required in City ordinances. Upon acceptance of the water lines within the subject property 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 property 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 subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is 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 property 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 property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property 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 property owner agrees that no improvements are required on such roadways to service the 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.

(4) **Term.** If not previously expired, this service plan 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 Service Plan is attached.

EXHIBIT "A"

Survey and Legal Lot Description

CD, KP

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

January 18, 2017

LEGAL DESCRIPTION: BEING 52.019 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE A. C. CALDWELL SURVEY NO. 52, ABSTRACT 154 AND THE L. KIMBRO SURVEY NO. 64, ABSTRACT 456 IN TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 0.449 ACRE TRACT OR PARCEL OF LAND AND A PORTION OF THAT CERTAIN 61.73 ACRE TRACT OR PARCEL OF LAND CONVEYED TO ANH KIM PHAM AND CHAU DINH BY CORRECTION DEED RECORDED IN DOCUMENT #2014039510 REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 52.019 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED BY JAMES E. GARON & ASSOCIATES IN OCTOBER, 2016:

BEGINNING at a 2" iron pipe found on the northerly right-of-way line of U.S. Highway 290 as conveyed by deed recorded in Volume 11187, Page 148 of said real property records for the southeasterly corner hereof and the southwesterly corner of the remainder of that certain 2.285 acre tract or parcel of land conveyed to Timmermann Properties, Inc. by deed recorded in Volume 11765, Page 1984 of said real property records;

THENCE along said right-of-way line the following four (4) calls:

1. S 87°33'45" W a distance of 1382.06 feet to a concrete right-of-way monument found for angle point;
2. N 81°11'56" W a distance of 203.75 feet to a concrete right-of-way monument found for angle point;
3. S 87°26'27" W a distance of 294.46 feet to a concrete right-of-way monument found for angle point;
4. S 82°25'53" W a distance of 16.73 feet to a 5/8" iron rod found for the southwest corner hereof and the southeasterly corner of the remainder of that certain tract of land conveyed to Erskine E. Fiebig and Alice Fiebig by deed recorded in Volume 5017, Page 556 of said real property records;

THENCE N 29°10'58" E a distance of 383.10 feet to a 1/2" iron rod with cap stamped "Lenz & Assoc." found for the northeasterly corner of said Fiebig Tract;

THENCE N 29°19'28" E a distance of 1775.58 feet continuing along the westerly line hereof, common with that certain 149.27 acre tract of land conveyed to Alma Juanita Meier by deed recorded in Volume 11376, Page 676 of said real property records to a calculated point on the south margin of Old Kimbro Road for the northwest corner hereof and said 61.73 acre tract;

THENCE along Old Kimbro Road, S 85°40'20" E a distance of 73.92 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point and S 86°00'20" E a distance of 498.63 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northeast corner hereof and said 61.73 acre tract and a corner of the remainder of that certain 100 acre tract of land conveyed to Don Ray Swenson and as described in Volume 660, Page 151 of said real property records;

THENCE S 21°21'24" W a distance of 208.93 feet to a 1/2" iron rod found for a southwesterly corner of said Swenson 100 acre tract of land ;

THENCE crossing said 61.73 acre tract of land the following four (4) calls:

1. S 19°27'38" W a distance of 251.09 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;
2. S 64°21'02" E a distance of 209.00 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;
3. S 17°45'20" E a distance of 199.75 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for angle point;
4. S 81°53'02" E a distance of 71.45 feet to a 1/2" iron rod found for the northwest corner of that certain 1.469 acre tract of land conveyed to Orlando Valdez Aguilar and Rosaura Fernanda Chavez by deed recorded in Document #2014186584 of said real property records;

THENCE S 11°47'14" W a distance of 139.91 feet to a 1/2" iron rod found for the southwest corner of said Aguilar and Chavez 1.469 acre tract and the northwest corner of that certain 4.531 acre tract of land conveyed to Ynacio Tabarez and Rosa Tabarez by deed recorded in Volume 13215, Page 2805 of said real property records;

THENCE S 11°23'19" W a distance of 417.45 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the southwest corner of said Tabarez 4.531 acre tract;

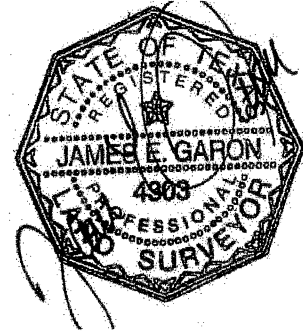
THENCE S 84°33'38" E a distance of 414.34 feet to a 60D nail found for the northwest corner of said Timmermann 2.285 acre tract;

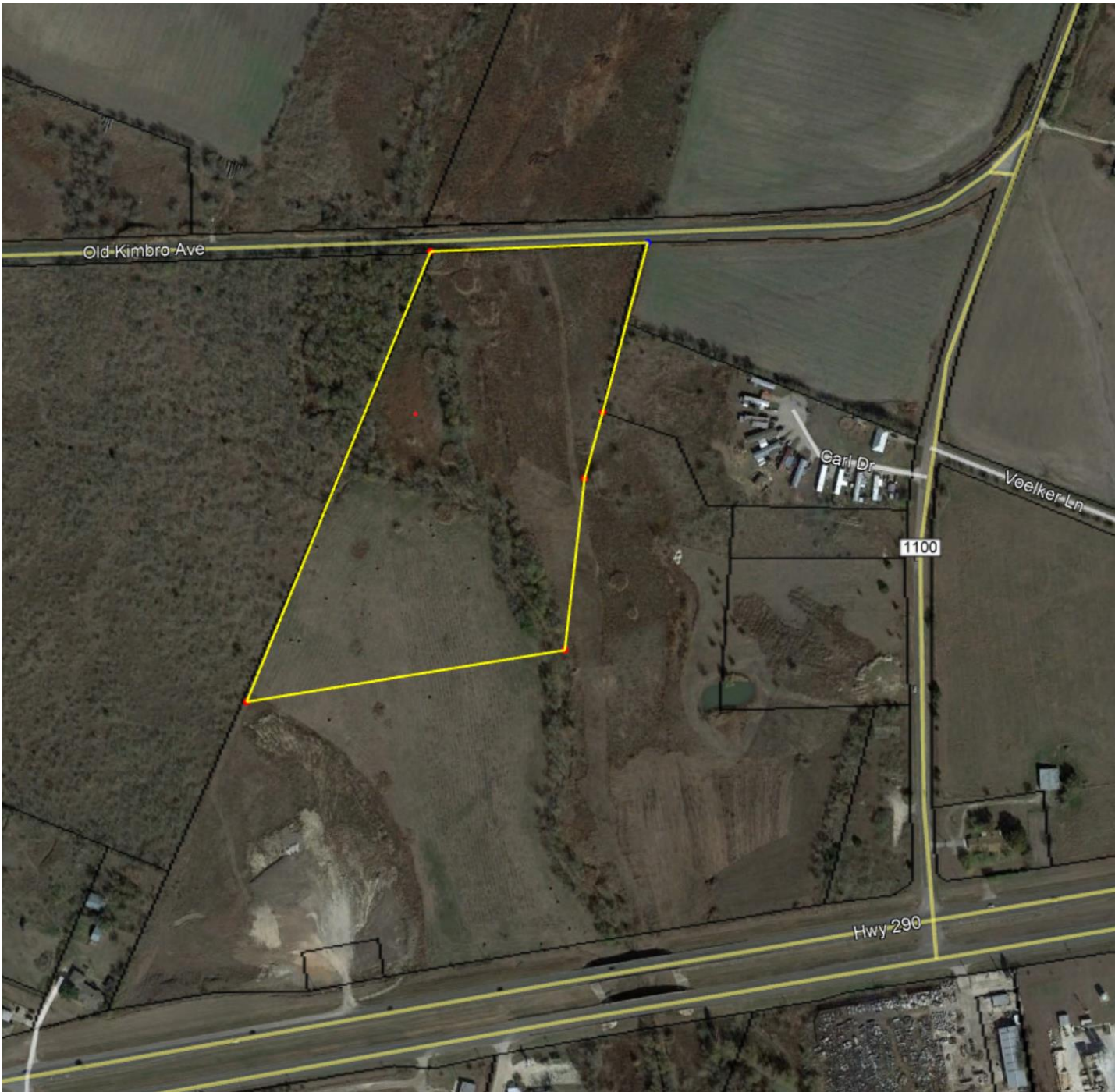
January 18, 2017

THENCE S 21°46'26" W a distance of 529.44 feet to the **POINT OF BEGINNING**, containing 52.019 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Server; co\Travis\surveys\AC Caldwell\57016







AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).

Applicant: RL Posey Consulting, LLC
Owner: EARTC, LLC

BACKGROUND/SUMMARY:

This property was annexed into the city in 2017 and the default Agricultural zoning was applied when that was finalized as a permanent zoning category was not requested. A construction services type business (fiber optic and traffic light installation) has located on the property. They were notified their use of the property was not consistent with the current zoning. C-3 Heavy Commercial has been requested since the outdoor storage area is not restricted in size. C-3 Heavy Commercial is our most permissive zoning category with almost all defined uses being allowed. If approved, they would need to plat the property as well as file site development plans and building permits.

P&Z recommended approval 4-0

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

- Ordinance
- Rezoning Map
- Area Image
- C-3 Uses

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 10.01 acres, more or less, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County Texas, and being located at 14719 US Hwy 290 E, Manor, TX from Agricultural (A) to Heavy Commercial (C-3).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

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 current 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.

PASSED AND APPROVED FIRST READING on this the 17th day of February 2021.

PASSED AND APPROVED SECOND AND FINAL READING on this the __ day of March 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

Property Address:
14719 US Hwy 290 East, Manor, Texas 78653

Property Legal Description:

A 10.01 acre tract of land, out of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas, being a part of that called 22.682 acre tract of land as described in Document No. 2005187865, of the Official Public Records of Travis County, Texas. Said 10.01 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½” iron rod with a plastic cap stamped “Allstar 5729” in the south right-of-way line of U.S. Highway 290, as shown on the Texas Department of Transportation Right-of-Way Map, Control Number 114-2-43, 114-3-18 & 114-4-37, for the northwest corner of a called 22.78 acre tract of land as described in Document No. 2008155343, of the Official Public Records of Travis County, Texas, the northeast corner of said 22.682 acre tract and the tract described herein, from which a found ½” iron rod with a plastic cap stamped “Bryan Tech Services” in the south right-of-way line of said U.S. Highway 290 and for the northeast corner of said 22.78 acre tract, bears N86° 46’ 22” E, a distance of 683.92 feet;

THENCE: S20° 29’ 01” W, with the common line between said 22.682 acre tract and said 22.78 acre tract, a distance of 1793.4 feet, to a found ½” iron rod with a plastic cap stamped “Forest 1847” in the north line of Lot 1 in Unicorn Equestrian Center Subdivision, recorded in Document No. 200100239, of the Official Public Records of Travis County, Texas, for the southwest corner of said 22.78 acre tract, the southeast corner of said 22.682 acre tract described herein, from which a found ½” iron rod with a plastic cap stamped “Forest 1847” for the northeast corner of said Lot 1 and the southeast corner of said 22.78 acre tract bears S47° 42’ 12” E, a distance of 399.62 feet;

THENCE: With the common line of said 22.682 acre tract and said Unicorn Equestrian Center Subdivision, the following two (2) courses:

1. N47° 10’ 25” W, a distance of 176.56 feet, to a found ½” iron rod for a corner of the tract described herein, and
2. N41° 05’ 16” W, a distance of 179.62 feet, to a found ½” iron rod for the southwest corner of the tract described herein;

THENCE: Over and across said 22.682 acres, the following five (5) courses:

1. N24° 36’ 26” E, a distance of 1105.99 feet, to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Survey” for a corner of the tract described herein,
2. S84° 50’ 43” E, a distance of 38.37 feet, to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Survey” for a corner of the tract described herein,
3. N23° 20’ 42” E, a distance of 401.72 feet, to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Survey” for a corner of the tract described herein,
4. N84° 50’ 43” W, a distance of 56.53 feet, to a set ½” iron rod with a red plastic cap stamped

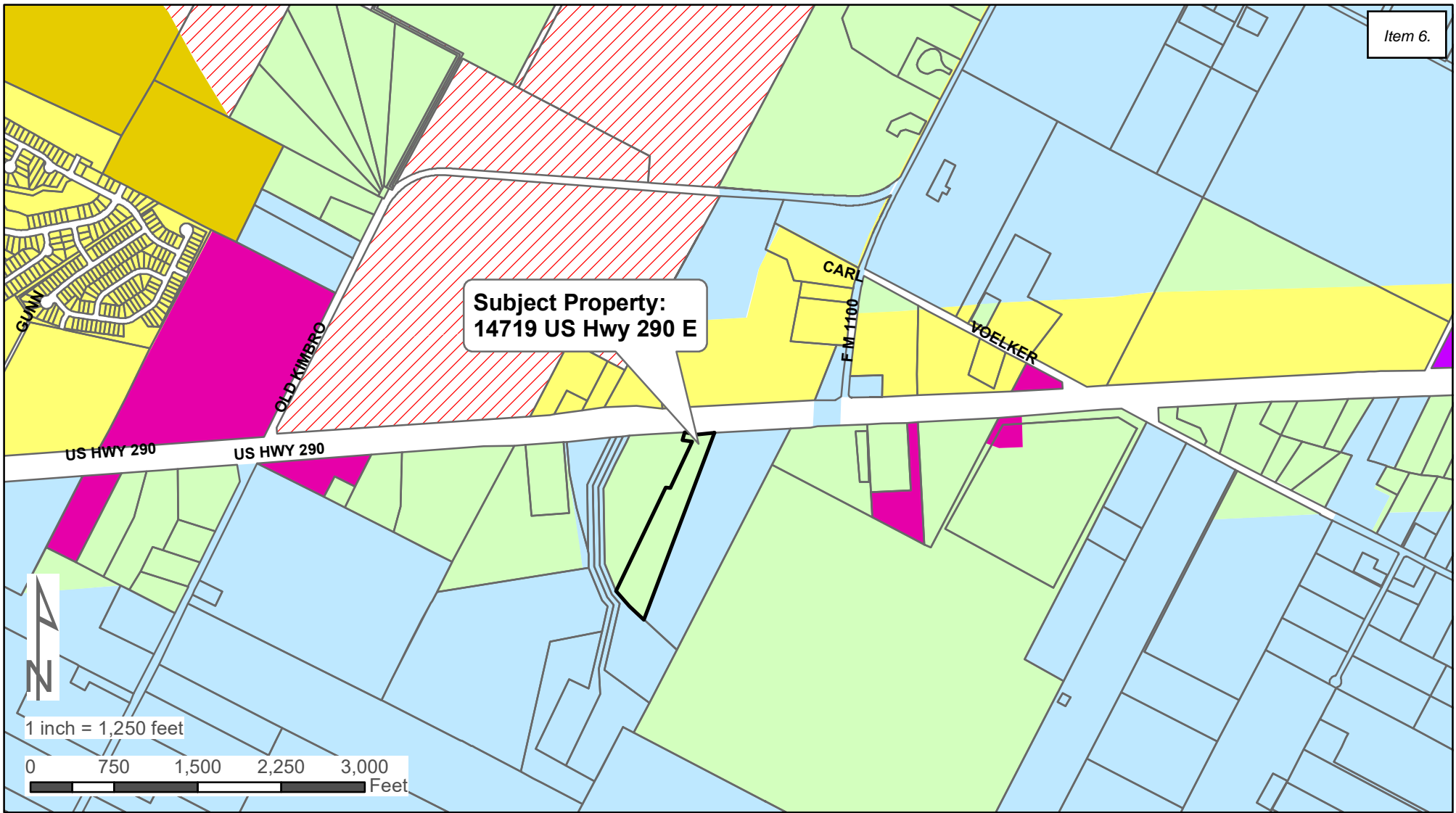
“Matkin Hoover Eng. & Survey” for a corner of the tract described herein, and

5. N11° 21' 12" E, a distance of 49.43 feet, to a found Texas Department of Transportation Right-of-Way Monument, in the north line of said 22.682 acre tract, for an angle point in the south right-of-way of said U.S. Highway 290 and the northwest corner of the tract described herein;

THENCE: With the south right-of-way line of said U.S. Highway 290 and the north line of said 22.682 acres the following two (2) courses:

1. S84° 50' 43" E, a distance of 100.78 feet, to a found ½" iron rod with a plastic cap stamped "Forest 1847" for an angle point in the south right-of-way line of said U.S. Highway 290, and
2. N86° 46' 22" E, a distance of 163.67 feet. To the POINT OF BEGINNING and containing 10.01 acres of land situated in Travis County, Texas.

Draft



Subject Property:
14719 US Hwy 290 E



1 inch = 1,250 feet
0 750 1,500 2,250 3,000 Feet



Proposed Zoning: Heavy Commercial (C-3)

*Current Zoning:
Agricultural (A)*

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



(b) *Non-residential uses in non-residential and mixed-use zoning districts.*

Item 6.

EXPAND

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Adult day care		P	P					P	P		
Adult-oriented businesses									C/S	C/S	
Alcoholic beverage establishment					S	P	P	P	P		
Amusement (indoor)							C	C	C		
Amusement (outdoor)								C	C		
Antique shop					P	P	P	P	P		
Art studio or gallery		P	P		P	P	P	P	P	P	
Automobile repair (major)								C	C	C	C
Automobile repair (minor)							C	C	C	C	
Automobile sales and rental								C	C		
Automobile washing								C	C		

Item 6.

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

Item 6.

Construction services								C	C	C	C
Consumer repair services					P	P	P	P	P		
Contractor's shop									C	C	C
Data center				P					P	P	
Day camp	S	P	P								
Distillery, micro								P	P	P	P
Distillery, regional									P	P	P
Event center		P	P		C/S	C/S	C/S	P	P		
Financial services				C	C	C	C	C	C		
Financial services, alternative								C	C		
Florist					C	C	C	C	C		
Food court establishment								C/S	C/S	C/S	
Food preparation						C	C	C	C	C	C
Food sales					C	C	C	C	C		
Funeral services		C	C		C	C	C	C	C	C	C
Game room								C/S	C/S	C/S	

Item 6.

Gasoline station (full-service)								C	C		
Gasoline station (limited)					C/S		C/S	C	C		
General retail sales (convenience)				P	P	P	P	P	P		
General retail sales (general)					P	P	P	P	P		
Golf course/country club	S										
Governmental facilities	P	P	P	P	P	P	P	P	P	P	P
Hospital services		P	P	P							
Hotel					C/S	C	C	C	C		
Industrial use, light									P	P	
Industrial use, heavy											P
Kennel								C	C	C	
Laundry services								P	P	P	P
Laundry services (self)					P	P	P	P	P		
Liquor sales					P	P	P	P	P		

Item 6.

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/S	C/S	C/S	
Personal improvement services					P	P	P	P	P		
Personal services					P	P	P	P	P		
Printing and publishing				C	C	C	C	C	C		
Product development services (general)				P					P	P	

Item 6.

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	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		

Item 6.

School, college or university		P	P					P	P		
School, private or parochial		P	P				P	P	P		
School, public		P	P				P	P	P		
Shooting range, indoor									P	P	
Smoke shop or tobacco store								P	P		
Theater							P	P	P		
Transportation terminal								C	C	C	C
Truck and trailer sales and rental								C	C	C	
Truck stop									P	P	
Utility services, major			C							C	C
Utility services, minor	P	P	P	P	P	P	P	P	P	P	P
Vehicle storage facility									C	C	
Veterinary services, large								C	C		

Item 6.

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		



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance rezoning 8.93 acres, more or less, out of the A.C. Caldwell Survey, Travis County Texas, and being located at 13300 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: South Llano Strategies
Owner: Timmermann Properties, Inc.

BACKGROUND/SUMMARY:

This property is at the intersection of US Hwy 290 and Bois D’Arc Road and was annexed in 2017. The property is zoned Agricultural because that is the default zoning after annexation and a permanent zoning category was not requested at the time.

P&Z recommended approval 4-0

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

- Ordinance
- Rezone Map
- Area Image

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 8.93 acres, more or less, out of the A.C. Caldwell Survey, Travis County Texas, and being located at 13300 US Hwy 290 E, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 17th day of February 2021.

PASSED AND APPROVED SECOND AND FINAL READING on this the __ day of March 2021.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Property Address:
13300 US Hwy 290 East, Manor, Texas 78653

Property Legal Description:

12.67 acers of land, more or less, out of the A.C Caldwell survey in Travis County, Texas and being the same property as conveyed to Carpenter Development Company in that Warranty Deed dated June 29, 1984, recorded in Volume 8676, Page 107, Real Property Records of Travis County, Texas SAVE AND EXCEPT that 3.862 acres of land as described in that Award of Commissioners entered on April 30, 1991, in Condemnation Proceedings filed in Probate Court Number One, Travis County, Texas, No. 1866, styled The State of Texas – V – Carpenter Development Company, a general partnership, et al.

Field notes for 12.67 acres of land out of the A.C. Caldwell Survey in Travis County, Texas; said 12.67 acres of land in a deed conveyed to Francis L. Jones and wife Augusta E. Jones of record Volume 3819 at Page 2165 of the Deed Records of Travis County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete R.O.W. marker found in the north R.O.W. line of Highway 290 E, said concrete maker being the east R.O.W. line of Bois D’Arc Lane, for the southwest corner of the herein described tract and the POINT OF BEGINNING hereof;

THENCE, with a tin fence and the east R.O.W. line of Bois D’Arc Lane the following two (2) courses and distances;

- 1) N2° 23’ 55” W 157.22 feet to a concrete R.O.W. marker for an angle point hereof;
- 2) N30° 00’ 00” E 644.03 feet to an iron pin found at the most westerly southwest corner of a tract of land conveyed to J.A. and C.T. Jackson at record in Volume 829 at Page 340 of the Deed Records of Travis County, Texas for a the most northerly corner hereof;

THENCE, with the fenced south line of said J.A. and C.T. Jackson tract the following two (2) courses and distances;

- 1) S60° 33’ 52” E 1192.45 feet to a nail found in a wood fence post for an angle point hereof;
- 2) S63° 53’ 24” E 170.97 feet to a nail found in a wood fence post on the north R.O.W. line of U.S. Highway 290 E at an angle point in the above said J.A. and C.T. Jackson tract for the southeast corner hereof;

THENCE, along the north R.O.W. line of U.S. Highway 290 E the following two (2) courses and distances;

- 1) S87° 52' 20" W 187.31 feet to a concrete R.O.W. marker for an angle point hereof;
- 2) S87° 57' 55" W 1321.11 feet to a the POINT OF BEGINNING and containing 12.67 acres of land.

Field notes for 3.862 acres of land being a part of the A.C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas, and being part of that certain 12.67 acre tract of land described in a deed to Carpenter Development Corporation recorded in Vol. 8676, Pg. 107, Deed Records of Travis County, and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete right-of-way monument at the southwest corner of said Carpenter Development Co. 12.67 acre tract, said point being the intersection of the existing north right-of-way line of U.S. Highway 290 and the east right-of-way line of Bois D'Arc Lane, and from which Engineers Survey Line Station 263+84.85 bears S4° 26' 04" E a distance of 39.00 feet;

THENCE N4° 26' 4" W a distance of 120.00 feet with the east right-of-way line of Bois D'Arc Lane to an iron rod, from which a concrete monument bears N4° 26' 04" W a distance of 38.02';

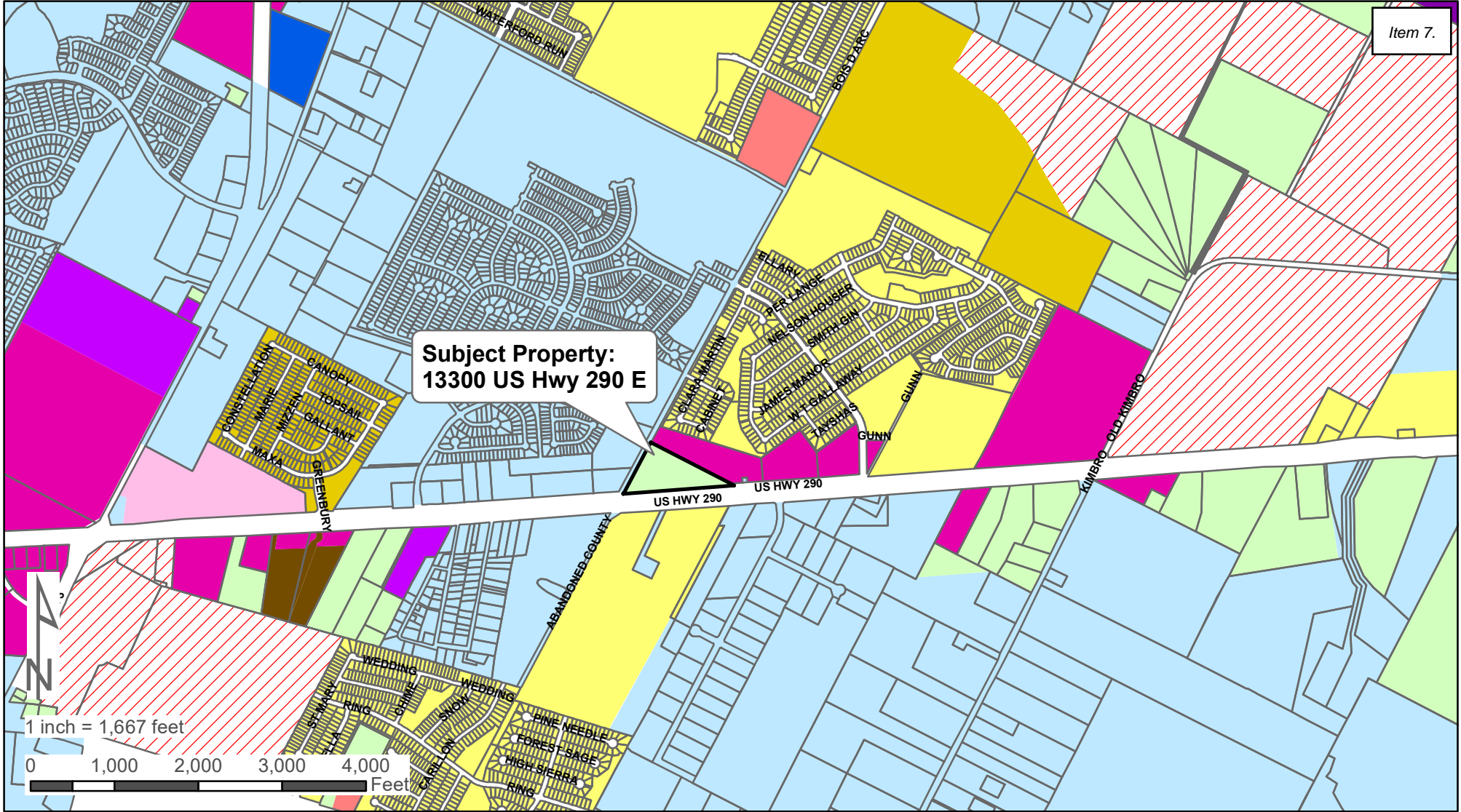
THENCE N85° 57' 54" E a distance of 1297.36 feet to an iron rod on the northeasterly line of said Carpenter Development Co. tract, from which the most northerly corner of said tract bears N62° 38' 39" W a distance of 1121.03';

THENCE S62° 38' 39" E a distance of 71.79 feet to an angle point in the northeasterly line of said tract;

THENCE S65° 57' 35" E a distance of 175.52 feet to the southeast corner of said Carpenter Development Co. tract;

THENCE S85° 57' 54" W a distance of 1512.68 feet with the existing north right-of-way of U.S. Highway 290 to the Place of Beginning, containing 3.862 acres of land.

**Subject Property:
13300 US Hwy 290 E**



Proposed Zoning: Medium Commercial (C-2)

*Current Zoning:
Agricultural (A)*

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





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award of a Construction Contract for the 2020 Wastewater Collection System Improvements to Guerra Underground, LLC in the amount of \$418,097.

BACKGROUND/SUMMARY:

Bids were publicly opened and read on January 27, 2021 for the referenced project. The improvements consist of upsizing approximately 1,500 linear feet of 8” wastewater line and lowering approximately 660 linear feet of 8” wastewater line along Bastrop Street and Parsons Street to serve the Manor Apartments as part of the Development Agreement with the City dated February 19, 2020. As reflected on the attached Bid Tabulation, eight bids were received. The low bidder was Guerra Underground, LLC.

We have verified the Contractor’s qualifications including references and financials. Based on our findings Guerra Underground has extensive experience with wastewater rehabilitation work and is financially stable. Base Bid price came in below our Opinion of Probable Cost at \$418,097.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: Yes, Funding through Capital Improvements Project S-32
PRESENTATION: No
ATTACHMENTS: Yes

- *Recommendation of Award*
- *Bid Tabulation*
- *Contract*

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve and award a Construction Contract for the 2020 Wastewater Collection System Improvements to Guerra Underground, LLC in the amount of \$418,097.

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

February 4, 2021

Hon. Dr. Larry Wallace Jr.
City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

Re: 2020 Wastewater Collection System Improvements

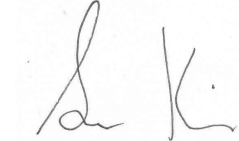
Dear Mayor, Wallace:

Bids were publicly opened and read on January 27, 2021 for the referenced project. The improvements consist of upsizing approximately 1,500 linear feet of 8" wastewater line and lowering approximately 660 linear feet of 8" wastewater line along Bastrop Street and Parsons Street to serve the Manor Apartments Development. As reflected on the attached Bid Tabulation, eight bids were received. The low bidder was Guerra Underground, LLC.

We have verified their qualifications including references and financials. Based on our findings Guerra Underground has extensive experience with wastewater rehabilitation work and is financially stable. Base Bid prices came in below our Opinion of Probable Cost at \$418,097. Therefore, we recommend award of the base bid to Guerra Underground, LLC for \$418,097.

Please contact us if you should have any questions in this regard.

Sincerely,



Samuel D. Kiger, P.E.
SDK/s
Enclosure

Pn: 14627

MANOR - 2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
 BID TABULATION

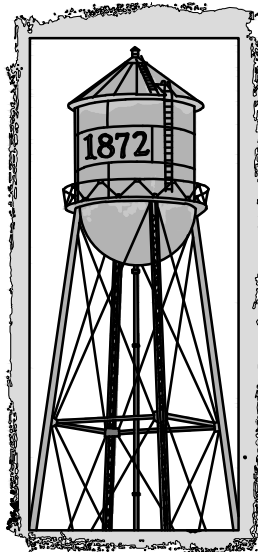
Table with columns: ITEM NO., DESCRIPTION AND UNIT PRICE, UNIT, ESTIMATED QUANTITY, UNIT COST, TOTAL COST, and columns for contractors: GUERRA UNDERGROUND, LLC; WJC CONSTRUCTORS SERVICES, LLC; M&C FONSECA CONSTRUCTION CO., INC.; ROYAL VISTA, INC.; FORSYTHE BROTHERS INFRASTRUCTURE, INC.; SMITH CONTRACTING CO., INC.; ROAN COMMERCIAL GROUP, LLC; PATIN CONSTRUCTION, LLC.

ALTERNATE 1 section with columns: ITEM NO., DESCRIPTION AND UNIT PRICE, UNIT, ESTIMATED QUANTITY, UNIT COST, TOTAL COST, and columns for contractors: GUERRA UNDERGROUND, LLC; WJC CONSTRUCTORS SERVICES, LLC; M&C FONSECA CONSTRUCTION CO., INC.; ROYAL VISTA, INC.; FORSYTHE BROTHERS INFRASTRUCTURE, INC.; SMITH CONTRACTING CO., INC.; ROAN COMMERCIAL GROUP, LLC; PATIN CONSTRUCTION, LLC.

CONTRACT DOCUMENTS
& SPECIFICATIONS

**2020 WASTEWATER
COLLECTION SYSTEM
IMPROVEMENTS**

**CAPITAL IMPROVEMENTS
PROJECT: S-32**



CITY OF
MANOR

EST.  1872

TEXAS

CITY OF MANOR, TEXAS

NOVEMBER 2020



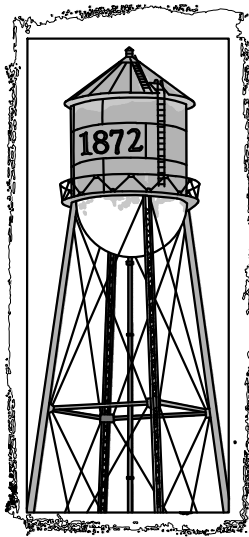
JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242

CONTRACT DOCUMENTS
& SPECIFICATIONS

2020 WASTEWATER
COLLECTION SYSTEM
IMPROVEMENTS

CAPITAL IMPROVEMENTS
PROJECT: S-32



CITY OF
MANOR
EST. ★ 1872
TEXAS

NOVEMBER 2020

Prepared By:



JAY ENGINEERING, A DIVISION OF GBA

Texas Engineering Firm #4242



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DRAWINGS

CITY OF MANOR, TEXAS INVITATION TO BID

The City of Manor, Texas hereby invites the submission of sealed bids for the 2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS. This project consists of replacement of existing wastewater collection lines including services, replacement of wastewater manholes, repair of pavement as needed and other appurtenant work.

Sealed bids will be received at Manor City Hall, 105 East Eggleston Street, Manor, Texas until 10:00 A.M. on Wednesday, January 27, 2021. At such time and place, bids will be publicly opened and read aloud.

Bids shall be clearly identified on the lower left corner of the envelope with "2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS." Bids received after the named closing date and time will be returned unopened.

Construction plans, bid documents, questions and addendum will be processed through CIVCAST. Email: skiger@gbateam.com or contact Samuel Kiger, P.E. at (512) 259-3882 ext. 4010 with any questions.

A 5% Bid Bond, 100% Performance and Payment Bonds, and Insurance requirements are required. Bidders shall comply with all bid requirements and specifications as defined by Jay Engineering.

The City of Manor reserves the right to reject any or all bids, and to waive any and all technicalities or formalities.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

INSTRUCTIONS TO BIDDERS

SEALED PROPOSALS addressed to the CITY OF MANOR (hereinafter named the "Owner") for completion of the 2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS ("Project") will be received at Manor City Hall, until 10:00 A.M., Wednesday, January 27, 2021 and then be publicly opened and read aloud at that time and place.

The Owner may not accept this bid until it has received from the bidder a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC will result in a non-conforming bid and will prohibit the Owner from considering this bid for acceptance.

Envelopes containing sealed proposals shall be clearly marked on the outside with the name and address of the bidder and the words:

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS
TO BE OPENED AT 10:00 A.M., WEDNESDAY, JANUARY 27, 2021

The Contractor's Proposal form, provided separately, contains spaces which to enter prices, or a computer-generated form, for BASE BID Items. Bidders must enter a price for all Items. Award of a construction contract will be based on the most favorable combination of BASE BID prices.

Each proposal shall be legibly printed in ink, or replaced with a computer-generated form, and attached to the Contractor's Proposal form provided. No alterations in proposals, or in the printed forms therefor, or erasures, interpolations, or otherwise will be acceptable unless signed or initialed by the bidder. No alteration in any proposal, or in the form on which it is submitted shall be made by any person after the proposal has been submitted by the bidder. Any and all addenda to the contract documents on which a proposal is based shall be acknowledged by the bidder's signature in the space provided on the proposal.

The bidder shall state all unit prices in written words, as well as in figures, and in case of a difference between written words and in figures, the written words shall be deemed correct.

1. **PROPOSAL GUARANTEE**: Each proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount not less than five percent (5%) of the total amount of the bid. The proposal guarantee shall be made payable without condition to Owner and the amount of the said proposal guarantee may be retained by the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed within ten (10) days after such award is made by the Owner.
2. **WITHDRAWAL OF BID**: No bidder may withdraw his proposal for a period of forty-five (45) days after the day of the bid opening. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by a written request signed in the same manner and by the same person who signed the proposal.
3. **RETURN OF PROPOSAL GUARANTEE**: The proposal guarantee of each unsuccessful bidder will be returned when his proposal is rejected. The proposal guarantee of the bidder to whom a contract is awarded will be returned when the successful bidder executes a contract and files a satisfactory

bond. The proposal guarantee of the second lowest responsible bidder will be returned when the successful bidder executes a contract and files a satisfactory bond, which period shall not exceed forty-five (45) days from the day of the bid opening.

4. EXECUTION OF AGREEMENT: Bidders shall note the Agreement bound herein, and all provisions thereof. The successful bidder, upon notice of award of a contract for construction of the Project, will be required to execute the Agreement as bound herein.
5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or formalities in any bid. Bids received after the specified time of closing will be returned unopened.
6. SIGNATURE OF BIDDERS: Each bidder shall sign his proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the word "President", "Secretary", "Agent", or other designation. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.
7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of these specifications or other proposed contract documents he may submit to the Engineer (Jay Engineering Company, Inc., P.O. Box 1220, Leander, TX 78646) a written request for an interpretation thereof prior to 72 hours before the opening of bids. The person submitting the request will be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.
8. TIME FOR COMPLETION: The Contractor will be expected to start work upon issuance of a written work order by the Owner or Notice to Proceed by the Engineer and shall complete all work thereunder within the following times:

Base Bid – NINETY (90) calendar days

See Special Conditions for sequencing of the work. The time allowed is deemed sufficient for completion of the work considering materials availability, weather, and the work scope, but if weather conditions prevent proper and safe prosecution of the work, additional time will be allowed if justified and documented. Contractor must demonstrate continuous progress in the work if weather allows.

9. QUALIFICATIONS OF BIDDERS: Bidders that have not recently performed work for the Owner, or that otherwise have no local performance record, must be prepared to submit qualification data within 48 hours after the scheduled opening of bids. If requested, bidders must submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have adequate plant, appropriate technical expertise, and the necessary financial resources to complete the proposed work. Specific submittal data shall include:
 - a) A current financial statement.
 - b) The name, address, and telephone of bidder's surety.

- c) The name, address, and telephone of financial references, including banks and trade accounts. Bank and financial reference authorizations may be required.
- d) A complete listing of projects completed within the past two years and a complete listing of projects in progress. The listing shall include for each project the location, amount of contract and the name, address and telephone of the project owner and engineer.

Each bidder must thereby show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bid submitted by a bidder who is engaged in any work which would impair his ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion, will be accepted. Bidders are expected to inform themselves regarding all local and site conditions pertaining to the work they will be doing.

10. **TEC FORM 1295:** Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany 31R9PR bid or may be submitted separately, but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is **CITY OF MANOR**; the contract ID number is **100-070-20**; and the description of goods and services is **COTTONWOOD CREEK WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.
11. **RULES AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written herein.
12. **BONDS:** Coincident with the execution of the contract, the contractor shall furnish good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the Owner, and guaranteeing the work included in this contract against faulty materials or workmanship for one (1) year after the date of completion of contract and acceptance by the Owner. All provisions of the bonds shall be complete and in full accordance with Statutory requirements. The bonds shall be executed with the proper sureties through a company licensed and qualified to operate in the State and approved by the Owner. Bonds shall be signed by an agent resident in State and date of bond shall be the date of execution of the contract. If at any time during the continuance of the contract the surety of the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof the contract may be suspended, and all payments or money due the Contractor withheld.
13. **INSURANCE:** The Contractor, and his subcontractors shall, when performing construction work under his supervision at the Project site, carry insurance as follows for the duration of such work:

- a) Statutory Workers Compensation.
- b) Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$500,000 for each person and \$1,000,000 for each occurrence including coverage on same for independent contractors.
- c) Property Damage Insurance with minimum limits of \$300,000 for each occurrence including same coverage limits for independent contractors.
- d) Automobile Liability Insurance for all owner, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage minimum limits of \$100,000 for each occurrence. Contractor shall require subcontractors to provide Automobile Insurance with same minimum limits.

Contractor shall not commence work at site under this contract until he has obtained all required insurance and until such insurance has been approved by the Owner. Certificates must be furnished within 72 hours of Notice of Award. The Contractor shall not allow any sub-contractors to commence work until all the insurance required has been obtained and approved. Approval of the insurance by the Owner and Engineer shall not relieve or decrease the liability of the Contractor hereunder.

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) days after the Owner has received written notice as evidenced by return receipts of registered or certified letter. Certificates of insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

All liability policies carried under these contracts shall also include the CITY OF MANOR, TEXAS as an additional insured.

For insurance purposes, the title of ownership of equipment and materials shall remain with the Contractor until final acceptance.

14. BUILDERS RISK INSURANCE: The Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portions of the Project for the benefit of the Owner, the Contractor and all sub-contractors, as their interest may appear.
15. SALES TAX: The Contractor must possess an individual Texas Sales and Use Tax permit. The successful Contractor will be required to furnish a Separation of Costs document to the Owner. The Owner will then furnish an exemption certificate to the Contractor.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

CONTRACTOR’S PROPOSAL

TO THE

CITY OF MANOR, TEXAS

FOR THE

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

Date: _____, 2021

Proposal of _____ (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the state of _____ to the City of Manor, Texas (hereinafter called "City" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the – 2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following Exhibit A. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. _____ BY: _____

ADDENDUM NO. _____ BY: _____

ADDENDUM NO. _____ BY: _____

PROPOSAL (cont'd)

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the work within following times:

Base Bid – NINETY (90) calendar days

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of _____ (\$ _____) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By _____

Title _____

(Corporate Seal,
if applicable)

Business Name

Address

Telephone

**MANOR - 2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
EXHIBIT A (BID SCHEDULE)**

ITEM NO.	DESCRIPTION AND UNIT PRICE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
STREETS AND SITE WORK					
1	Silt Fence	LF	1,475		\$ -
2	Trench Safety Plan	LS	1		\$ -
3	Asphalt Repair	LF	958		\$ -
4	Concrete Driveway Repair	LF	231		\$ -
5	Sidewalk Replacement	LF	254		\$ -
6	ADA Handrail Replacement	LF	20		\$ -
7	Gravel Driveway repair	LF	17		\$ -
8	Remove & Reinstall Existing Mailbox (mailbox on cedar post)	EA	3		\$ -
9	Remove & Reinstall Streetsign	EA	1		\$ -
10	Traffic Control	LS	1		\$ -
11	Bypass Pumping	LS	1		\$ -
12	Single Wastewater Service (Short Side)	EA	8		\$ -
13	Restoration and Revegetation of disturbed areas	LS	1		\$ -
14	Connection to existing manhole	EA	6		\$ -
15	12" WW Line (0 - 10') Including removal & disposal of existing 8" WW Line	LF	120		\$ -
16	12" WW Line (10' - 12') Including removal & disposal of existing 8" WW Line	LF	565		\$ -
17	12" WW Line (12' - 14') Including removal & disposal of existing 8" WW Line	LF	400		\$ -
18	12" WW Line (14' - 16') Including removal & disposal of existing 8" WW Line	LF	420		\$ -
19	8" WW Line (10' - 12') Including removal & disposal of existing 8" WW Line	LF	435		\$ -
20	8" WW Line (12' - 14') Including removal & disposal of existing 8" WW Line	LF	228		\$ -
21	8" WW Line (14' - 16') Including removal & disposal of existing 8" WW Line	LF	0		\$ -
22	WW manhole with Coating (10' - 12') Including removal and disposal of existing manhole	EA	1		\$ -
23	WW manhole with Coating (12' - 14') Including removal and disposal of existing manhole	EA	1		\$ -
24	Coat Existing manhole	VF	69		\$ -
25	18" RCP Replacement	LF	35		\$ -
26	18" RCP Headwall	EA	2		\$ -
27	6'x2' Concrete Box Culvert Replacement	LF	10		\$ -
28	6'x2' Concrete Box Culvert Wing Walls	EA	1		\$ -
BASED BID TOTAL =					\$ -

ALTERNATE 1

A1	WW manhole (0 - 10') Including removal and disposal of existing manhole	EA	1	\$ _____ -
A2	WW manhole (10' - 12') Including removal and disposal of existing manhole	EA	2	\$ _____ -
A3	WW manhole (12' - 14') Including removal and disposal of existing manhole	EA	2	\$ _____ -
A4	WW manhole (14' - 16') Including removal and disposal of existing manhole	EA	1	\$ _____ -
ALTERNATE 1 TOTAL =				\$ _____ -

AGREEMENT

STATE OF TEXAS)(

COUNTY OF TRAVIS)(

THIS AGREEMENT, made and entered into this 18th day of February AD 2021, by and between the City of Manor, Texas, a home-rule city and municipal corporation, with principal offices located at 105 E. Eggleston St., Manor, Texas 78653, hereinafter termed OWNER, or CITY and Guerra Underground, LLC, a Limited Liability Corporation with principal offices located at 9810 FM 969, Austin, Texas 78724, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual terms, conditions, and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees with the said Owner to commence and complete the following Project:

**2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
FOR THE CITY OF MANOR, TEXAS**

for all base bid work and all extra work in connection therewith, under the terms as stated in the Contract Documents and at CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete 2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS (the "Project" or "Work"), in accordance with the Contractor's Proposal, Instructions to Bidders, Special Provisions, Supplementary Conditions, General Conditions, Performance bond, Payment bond, Drawings, Plans and Technical Specifications and other drawings and printed or written explanatory matter thereof, and the addenda therefore, as prepared by Jay Engineering, a Division of GBA herein entitled the ENGINEER, and approved by the OWNER, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents").

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete all work within Ninety (90) calendar days after the date specified in the written Notice To Proceed.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

The OWNER agrees to pay the CONTRACTOR, for satisfactory performance of this Agreement, in current funds the price or prices shown in the Contractor's Proposal, which forms a part of this contract, such payments to be subject to proper completion of the contract, in the total amount of \$418,097.00, (Four Hundred Eighteen Thousand Ninety-Seven Dollars), subject to proper additions and deductions (the "Contract Amount"), all as provided in the General Conditions of this Agreement. The financial obligations of the City under this Agreement shall be paid from current funds and shall be subject to funds being appropriated and budgeted in sufficient amounts to satisfy such obligations.

Although drawn by the OWNER, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

The CONTRACTOR agrees that time is of the essence on this contract and that for each calendar day of delay beyond the time established for completion of the work specified and contracted for, the Owner may withhold permanently from the CONTRACTOR'S compensation the sum of **Five Hundred Dollars (\$500.00)** as stipulated liquidated damages for delay.

In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

"To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, CONTRACTOR represents that CONTRACTOR 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."

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated below

OWNER

CONTRACTOR

By: _____

By: _____

Title: Mayor, City of Manor

Title: _____

Printed Name: Dr. Larry Wallace Jr.

Printed Name: _____

Date Signed: _____

Date Signed: _____

ATTEST:

ATTEST:

City Secretary, City of Manor

PERFORMANCE BOND

(Sample Form)

STATE OF TEXAS)(

COUNTY OF)(

KNOW ALL MEN BY THESE PRESENTS: That _____, of the City of _____ County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Manor, Texas (Owner) as Obligee in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Agreement with the Owner, dated the _____ day of _____, 20 ____, for construction of 2020 Wastewater Collection System Improvements (Project) in accordance with Plans and Specifications prepared by Jay Engineering, a Division of GBA which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly and faithfully perform said Contract and said in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Whenever Principal shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety, jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PERFORMANCE BOND (cont'd)
(Sample Form)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20 ____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is _____

Bond Number: _____

PAYMENT BOND
(Sample Form)

STATE OF TEXAS)(

COUNTY OF)(

KNOW ALL MEN BY THESE PRESENTS: That _____, of the City of _____ County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto City of Manor, Texas (Owner), hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) for the payment of which sum, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a written Contract with the Owner, dated the _____ day of _____, 20 ____, for construction of 2020 Wastewater Collection System Improvements (Project) which contract is hereby referred to and made in part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended and all liabilities on this bond to all claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20 ____.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

The name and address of the Resident Agent of Surety is _____

Bond Number: _____

CERTIFICATE OF INSURANCE
(Sample Form)

THIS IS TO CERTIFY THAT INSURANCE POLICY(IES) LISTED BELOW ARE ISSUED TO THE NAMED INSURED

NAME OF INSURED:

ADDRESS

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
				EACH OCCURANCE	AGGREGATE
<u>GENERAL LIABILITY</u> COMPREHENSIVE NONCOMPREHENSIVE PROTECTIVE LIABILITY PRODUCT/COMPLETED OPERATION CONTRACTURAL LIABILITY PERSONAL INJURY BROAD FORM P.D.			Bodily Injury	\$	\$
			Property Damage	\$	\$
			Bodily Injury and Property Damage (Combined Single Limit)	\$	\$
			Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
<u>AUTOMOTIVE LIABILITY</u> COMPREHENSIVE NONCOMPREHENSIVE			Bodily Injury (Each Person)	\$	
			Bodily Injury (Each Occurrence)	\$	
			Property Damage	\$	
			Bodily Injury and Property Damage – (Combined Single Limit)	\$	
<u>EXCESS LIABILITY</u> UMBRELLA FORM			Bodily Injury and Property Damage – (Combined Single Limit)	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			Statutory	\$	
AUTOMOBILE PHYSICAL DAMAGE (SPECIFY)					
OTHER					

ADDITIONAL INSURED:

NAME AND ADDRESS OF AGENCY:

Countersigned by _____
Authorized Representative

SEPARATION OF COSTS

Pursuant to the Instructions to Bidders, the proposal of the undersigned that has been submitted for performing this contract in full is hereby segregated as follows:

The amount of this bid that is charged for Skill and labor is: \$ _____

The amount of this bid that is charged for materials and tangible personal property (not less than the actual cost of such materials) is \$ _____

TOTAL \$ _____

Contractor Signature

(Note: This form to be completed only by lowest responsible bidder after he has been selected)

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

GENERAL CONDITIONS OF THE AGREEMENT

1. **OWNER:** Whenever the word OWNER, City, or the expression Party of the First Part, or First Party, are used in this contract, it shall be understood as referring to the City of Manor, Texas.
2. **CONTRACTOR:** Whenever the word Contractor, or the expression Party of the Second Part, or Second Party is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit: _____ who ha__ agreed to perform the work embraced in this contract, or to his or their legal representatives.
3. **CITY'S REPRESENTATIVE.** Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.
4. **ENGINEER:** Whenever the word Engineer is used in this contract with reference to the preparation of plans, specifications and contract documents, it shall be understood as referring to the firm of Jay Engineering, a Division of GBA, Consulting Engineers, Leander, Texas, Engineer for the Owner. Whenever the word ENGINEER is used in this contract with reference to the construction of this project, it shall be understood as referring to Resident Engineer or such other ENGINEER or Inspector as may be authorized by said OWNER to act in any particular capacity.
5. **INTERPRETATION OF PHRASES:** Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and, similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable or satisfactory to the ENGINEER.

Whenever in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms or clauses defining the character of the work.

6. **PROJECT:** The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.
7. **SUBSTANTIALLY COMPLETED:** The term "Substantially Completed" or "Substantially Complete" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.
8. **WORK:** The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The Work is defined in the Plans & Specifications and Contract Documents, and must be constructed in conformance with the Plans & Specifications and the Contract Documents.

9. CONTRACT DOCUMENTS: The Contract Documents and their priority shall be as follows:

Addendum to the Contract Documents
 Special Conditions
 Supplementary Conditions
 General Conditions
 Plans and Technical Specifications
 Agreement
 Any instructions to Bidders and any other notices to Bidders or Contractor
 Performance bond, Payment bond, Bid bond, Special bond, and Insurance
 Contractor's Proposal

All work shall be done and all materials furnished in strict conformity with Contract Documents.

10. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE: The CONTRACTOR shall be furnished digital copies of all plans, profiles and specifications and shall keep one hard copy of the same constantly accessible on the work site.
11. RIGHT OF ENTRY: The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as it may elect, for the purpose of supervising and inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.
12. QUANTITIES AND MEASUREMENTS: No extra or customary measurements of any kind will be allowed, but the actual length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.
13. LINE AND GRADE, STAKING: All layout and construction staking shall be done by the CONTRACTOR from control points shown on the drawings. All grades, forms and lines shall be approved by the OWNER'S representative before the respective work is begun.
14. ENGINEER AND INSPECTION: It is agreed by the CONTRACTOR that the OWNER shall be and is hereby authorized to appoint from time to time such ENGINEERS and Inspectors as the said OWNER may deem proper, to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications therefor. The CONTRACTOR shall furnish all reasonable aid and assistance required by the ENGINEERS or Inspectors for the proper inspection and examination of the work and all parts of the same. The CONTRACTOR shall furnish all reasonable aid and assistance required by the ENGINEER or Inspectors as appointed, when the same are consistent with the obligations of this Agreement and the accompanying specifications provided, however, should the CONTRACTOR object to any order by any subordinate ENGINEER or inspector, the CONTRACTOR may within six (6) days make written appeal to the ENGINEER for his decision.
15. DISCREPANCIES AND OMISSIONS: It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the plans and specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the contract, specifications or plans, the ENGINEER shall define which is intended to apply to the work.
16. ADEQUACY OF DESIGN: It is understood that the OWNER has selected the ENGINEER named in this Agreement to prepare the plans and specifications, and all Supplements thereto; and agreed that the OWNER will be responsible for the adequacy of the design, sufficiency of the plans and specifications, and the safety of the structure, provided the CONTRACTOR has complied with said plans and specifications, all modifications thereof, and additions and alterations thereto, approved by the ENGINEER. The burden of proof shall be upon the

CONTRACTOR to show that he has complied with this contract, said plans, specifications, and all modifications thereof, and all additions and alterations thereto.

17. LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of work to be done, or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work shall be sustained and borne by the CONTRACTOR at his own cost and expense.
18. ESTIMATED QUANTITIES: This agreement, including the specifications, plans and estimates, is intended to show clearly all work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any "Major Item" should become as much as 25% more than, or 25% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration of the unit price for the work.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5%) percent of the total contract cost, computed on the basis of the final Contract Price.

19. CHANGES AND ALTERATIONS: The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided in Paragraph 20 below.

20. EXTRA WORK: The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S PROPOSAL, except as provided under Changes and Alterations in Paragraph 19 herein above.

It is agreed that the CONTRACTOR shall perform all extra work when presented with a Written Work Order signed by the ENGINEER; subject, however, to the right of the CONTRACTOR to require a written confirmation to pay the CONTRACTOR for performing said Extra Work. The cost for Extra Work shall be determined by Method (A) - By agreed unit prices: or Method (B) - By

agreed lump sum; or Method (C) the "actual field cost" of the work, plus fifteen (15) percent, if neither Method (A) nor Method (B) be commenced.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery be not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workman's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the CONTRACTOR.

Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 90 percentage of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) percent of the "actual field cost" to be paid the CONTRACTOR shall compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra Work of any kind will be allowed unless ordered in writing by the OWNER. Notice is hereby given that all change orders must be executed in writing before the work is started; any extra work performed otherwise will be at the CONTRACTOR'S risk. In case any orders or instructions, whether oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the OWNER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

21. PRELIMINARY APPROVAL: No ENGINEER, supervisor or inspector shall have any power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of any ENGINEER, supervisor or inspector to condemn any defective work or material shall release the CONTRACTOR from his obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work, or material; provided, however that the OWNER, his assistant or inspector, shall upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the OWNER, his assistant or inspector, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the

CONTRACTOR; otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the OWNER.

22. DEFECTS AND THEIR REMEDIES: It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and re-build or otherwise remedy such work so that it shall be in full accordance with this contract.
23. TIME AND ORDER OF COMPLETION: It is the meaning and intent of this contract, except as otherwise provided for in the Supplementary and Special Conditions and Technical Specifications, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction, provided however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, plans and specifications and within the time of completion hereafter designated; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.
- The CONTRACTOR further agrees that he will commence work within **ten (10)** days after the date of the written Notice to Proceed and will progress therewith so that the work shall be substantially completed in accordance with the terms of the Contract Documents.
24. EXTENSION OF TIME: Should the CONTRACTOR be unduly delayed in the completion of the work by any cause which the ENGINEER shall decide justifies the delay, then an extension of time will be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER; provided, however, that the CONTRACTOR shall give the ENGINEER notice in writing within ten (10) days of the cause of such delay.
25. HINDRANCES AND DELAYS: No charge shall be made by the CONTRACTOR for hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion or the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stopping of said work shall be paid by the OWNER to the CONTRACTOR.
26. PRICE FOR WORK: In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract; and the CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement, the attached specifications and requirements of the ENGINEER.
27. PARTIAL PAYMENT: The CONTRACTOR shall submit a written statement showing as completely as practicable the total value of the work he has accomplished up to and including the last day of the preceding month (said statement shall include the value of all sound materials delivered to the job site and for which invoices are furnished to the ENGINEER on or before the third day of each month). The ENGINEER shall then prepare a statement for partial payment to the CONTRACTOR and submit the statement to the OWNER on or before the tenth day of each month. The OWNER shall then pay the CONTRACTOR on or before the 25th day of the current month the total amount of the ENGINEER'S statement (provided the CONTRACTOR has timely

submitted his statement to the ENGINEER) less **five (5) percent** of the amount thereof, which **five** percent shall be retained until final payment, and further less all previous payments, and further less all further sums that may be retained by the OWNER under the terms of this Agreement and the other Contract Documents. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occur due to no fault or neglect on the part of the CONTRACTOR, the OWNER may - upon written recommendation of the ENGINEER - pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR; or, the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work, and thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated in paragraph 26 hereof.

28. FINAL COMPLETION AND ACCEPTANCE: Within fifteen (15) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work is found to be completed in accordance with the Plans and Specifications, the OWNER will issue to the CONTRACTOR a Certificate of Completion.
29. FINAL PAYMENT: Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or before the 30th day after the date of the Certificate of Completion the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR.
30. DELAYED PAYMENTS: Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, or should the ENGINEER fail to issue any statement on or before the date above provided, then the OWNER shall pay to the CONTRACTOR in addition to the sum shown as due by such statement, interest thereon at the rate of ten (10) percent per annum from date due as provided in Paragraphs 27 and 29, until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment.
31. ENGINEER'S AUTHORITY AND DUTY: The ENGINEER shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The ENGINEER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the ENGINEER shall be a condition precedent to the right of the CONTRACTOR to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The ENGINEER shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the CONTRACTOR UNDER THIS CONTRACT AND OTHER Contractors performing work for the OWNER shall be adjusted and determined by the ENGINEER.

32. CONTRACTOR'S DUTY: The CONTRACTOR shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. He shall maintain an office on or adjacent to the site of the work.

33. CONTRACTOR'S AGENT: The CONTRACTOR during his absence from the work shall keep a competent superintendent or manager upon the work, fully authorized to act for him in his absence, and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the CONTRACTOR is obligated to do, or concerning any imperfections in work or any material furnished when given to the superintendent or manager of the CONTRACTOR in charge of any operation of the work in the absence of the CONTRACTOR, provided any notice given under this paragraph shall be in writing.
34. CHARACTER OF WORKERS: The CONTRACTOR agrees to employ only orderly, competent and skillful workers to do the work; and that whenever the ENGINEER shall inform him in writing that any workers on the site are, in his opinion, incompetent, unfaithful or disorderly, such workers shall be discharged from the work and shall not again be employed on the same without the OWNER'S written consent.
35. CONSTRUCTION PLANT: The CONTRACTOR shall provide all labor, tools, equipment, machinery and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER shall furnish the same, and it is also understood that the OWNER shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery or any part of the work until it is finally completed and accepted. It should also be understood that the OWNER will not loan plant tools or equipment to the CONTRACTOR.
36. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT: If at any time the methods or equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work or the rate of progress required under this contract, the ENGINEER may order the CONTRACTOR in writing to increase their safety or improve their character and efficiency, and the CONTRACTOR shall comply with such order. If at any time the working force of the CONTRACTOR is inadequate for securing the progress herein specified, the CONTRACTOR shall, if so ordered in writing increase his force or equipment, or both to such an extent as to give reasonable assurance of compliance with the schedule of progress.
37. SANITATION: Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be installed and maintained by the CONTRACTOR in such a manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.
38. CONTRACTOR'S BUILDINGS: The building of structure or other forms of protection will be permitted only at such places as the OWNER shall approve and the sanitary conditions of the grounds on or about such structures shall at all times be maintained in a manner satisfactory to the OWNER.
39. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC: CONTRACTOR assumes the sole responsibility for the safety and protection of the premises, adjoining property, employees, pedestrians, vehicles, vehicle operators, and other persons and shall provide and maintain suitable signs, barricades and at night shall also maintain warning lights, as will effectively warn pedestrians and vehicular traffic of any obstruction and safeguard the public and the work from injury or damage.

The CONTRACTOR shall be liable for and shall indemnify and save harmless the ENGINEER, The OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, vehicular traffic, all adjoining property, employees and other persons.

40. PROTECTION OF ADJOINING PROPERTY: The CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered and which might

be injured or seriously affected by any process of construction, to be undertaken by this agreement, from any damages or injury by reason of said process or construction.

The CONTRACTOR shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, all adjoining property, employees and other persons.

41. PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES: The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may at the option of the CONTRACTOR either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his SURETY.
42. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION: The CONTRACTOR shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under this contract; provided, however, that if any patented material, machinery, appliance or invention is clearly specified in this contract, then, and in that event, the cost of procuring the rights of use and the legal release or indemnity shall be borne and paid by the OWNER, direct, unless such cost is determined and directed to be included in the bid price at the time the proposal is submitted.
43. LAWS AND ORDINANCES: The CONTRACTOR shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations, which in any manner affect the contract of the work, shall be responsible for obtaining all necessary permits such as building, plumbing, fire, tree, creek and etc. as required for the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such laws and ordinances, whether by the CONTRACTOR or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this Contract, to the same effect as though embodied herein.
44. LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is of the essence of this contract, and that for each day of delay beyond the date stated in the Proposal for the completion of the work herein specified and contracted for, the OWNER may withhold permanently from the CONTRACTOR'S total compensation the sum or amount stated in the Proposal and Supplementary Conditions as stipulated liquidated damages for such delay.
45. ASSIGNMENT AND SUBLETTING: The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, nor sublet said contract without the written consent of the OWNER, and that no part or feature of the work will be sublet to anyone objectionable to the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not

relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

46. ABANDONMENT BY CONTRACTOR: In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with this Contract, or with this Agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the SURETY on the construction bond, or another contractor, in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor, (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 20, Extra Work); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- a) The OWNER may thereupon employ such force of workers and use of machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and the expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under any provision of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same has been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his SURETY shall pay the amount of such expenses to the OWNER: or
- b) The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the area of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the SURETY shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the SURETY shall be credited therewith.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 28 herein above, shall be issued. A complete itemized statement of the contract accounts, certified to and by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the

CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from which sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper Owners.

47. ABANDONMENT BY OWNER: In case the OWNER shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the ground that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon or provided for by the terms of this contract. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR, under the terms of this Agreement.
48. BOND: It is further agreed by the parties to this contract that the CONTRACTOR will execute bonds as provided for in the provisions of the Supplementary General Conditions for the satisfactory performance of the work in accordance with this contract in the form provided for this purpose, and it is agreed that this contract shall not be in effect until such bonds are furnished to and approved by the OWNER.
49. TIME OF FILING CLAIMS: It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within a reasonable time after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exceptions. The ENGINEER shall reply to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, such appeal shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

SUPPLEMENTARY CONDITIONS TO THE AGREEMENT

The Supplementary Conditions are in addition to and do not void any portions of the General Conditions of the Agreement or other parts of the Contract Documents; however, wherever there is a direct conflict in meaning, these Supplementary Conditions take precedence.

1. WORK SCOPE: The facilities and services to be provided under this contract include the following:

- a) Clearing and Grading
- b) Flexible base
- c) HMAC
- d) Drainage Improvements
- e) Gravity Wastewater Mains
- f) Wastewater Services
- g) Concrete Manholes
- h) Traffic Controls and other Incidental Work
- i) Concrete work

It is understood that except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2. WORK TO BE PERFORMED BY OTHERS: The OWNER reserves the right to accomplish separate or similar work on the project, in a manner that does not impede the progress or quality of work to be performed by the CONTRACTOR. CONTRACTOR shall cooperate with OWNER's staff or other contractors on the site to produce a completed facility.

3. LAND FOR CONSTRUCTION PURPOSES: The CONTRACTOR is responsible for securing land for construction purposes. The CONTRACTOR will be permitted to use available space belonging to the OWNER, on or near the site of the work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be approved by the OWNER. The CONTRACTOR will be responsible for the restoration of any space used for construction purposes.

It shall be clearly understood that the responsibility for the protection and safekeeping of equipment and materials on the site will be entirely that of the CONTRACTOR and that no claim shall be made against the OWNER by reason of any act of another contractor, an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the CONTRACTOR owning or responsible for the stored materials or equipment shall immediately move same. No materials or equipment shall be placed upon the property of the OWNER until the OWNER has approved the location contemplated by the CONTRACTOR to be used for storage.

4. USE OF PREMISES AND REMOVAL OF DEBRIS: The CONTRACTOR expressly undertakes at his own expense:

- a) To take every precaution against injuries to persons or damage to property;
- b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or other contractors;
- c) To clean up frequently and remove all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat orderly and

workmanlike appearance;

- d) Before final payment to remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and put the site in neat, orderly condition. Spoil disposal must be at an approved site.
5. SAFETY CONDITIONS: Every reasonable and proper precaution shall be taken by the CONTRACTOR to insure the safety of the work and employed personnel, the public and adjacent property whether publicly or privately owned. To protect persons from injury and to avoid property damage, barricades, signs, lanterns or lights and guards, as required, shall be placed and maintained by the CONTRACTOR at the site and site access during the progress of the construction. Rules and Regulations governing "Occupational Safety and Health Standards" as published by the Occupational Safety and Health Administration (OSHA), shall be observed for all operations and all work performed under this contract. If Trench and Excavation Safety requirements apply to this project, those requirements are the responsibility of the CONTRACTOR, with payments scheduled therefore. All costs involved in satisfying these requirements shall be borne by the CONTRACTOR.
6. TRAFFIC CONTROL: The CONTRACTOR shall regulate and route all traffic to, from, through and around the site in accordance with rules of the appropriate jurisdiction when using City streets, County roads, and State or Federal roads and highways. CONTRACTOR shall be responsible for keeping a minimum of one (1) lane of traffic open at all times during construction, and all lanes of traffic at the conclusion of work each day. All costs involved in complying with these requirements shall be borne by the CONTRACTOR. All traffic controls must be in accordance with the Texas Manual for Uniform Traffic Control Devices, latest edition.
7. SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS: The specifications and plans are intended to supplement but not necessarily duplicate each other. Any work shown in the one and not in the other shall be executed as if it has been shown in both. Should anything necessary for a clear understanding of the work be omitted from the specifications and plans or should the requirements appear to be in conflict, the CONTRACTOR shall secure written instructions from the Engineer before proceeding with the construction affected thereby. It is understood and agreed that the work shall be performed to the true intent of the contract documents.

All products specified by manufacturer's name shall be installed in accordance with manufacturer's printed instructions. When equipment or material furnished by the CONTRACTOR cannot be installed as specified or as shown on the plans, the CONTRACTOR shall, without extra cost to the OWNER, make all modifications required to properly install the equipment or material. Such modifications shall be subject to the approval of the Engineer.

Dimensions and elevations shown on the plans shall be accurately followed even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Engineer. The general arrangement of all accessories and appurtenances shall be as indicated on the plans or as later furnished on approved shop drawings. Reference to standard specifications of any technical society, organization or association or to codes of local or state authorities shall mean the latest standard, code, specification or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise. No attempt has been made in the specification to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the CONTRACTOR and his employees and his subcontractors.

8. QUALITY OF MATERIALS AND EQUIPMENT: Unless specifically provided otherwise in each case, all material and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. Whenever a material or article is specified or described on the plans by using the name or a proprietary product or by using the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturer's products, which in the opinion of the Engineer are equivalent to those specified, will be considered. Such items shall be submitted for approval by the procedure set forth herein.

Other manufacturers will be considered provided that the design and details are in conformity with the drawings and specifications, and:

- a) The manufacturer is engaged in the manufacture of similar equipment, the manufacture thereof has been a standard product of his for the past five (5) years, and the manufacturer shows at least three (3) operating installations of similar equipment of his manufacture.
 - b) The submittal for approval together with all details, drawings and other information needed for review and evaluation shall be submitted before bids are submitted. The Engineer's decision shall be final.
9. ENGINEERING DATA AND SHOP DRAWINGS: Engineering data and shop drawings covering equipment and fabricated materials to be furnished shall be submitted to the Engineer for review and comments. This data shall include drawings, and descriptive, detail information to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and materials and equipment. Data submitted shall include drawings showing essential details of any changes. Shop drawings and data submittals shall, after final processing by the Engineer, be used for construction purposes.
 10. PERMITS AND FEES: The CONTRACTOR shall make application for, secure and pay all costs for permits, inspection fees, licenses and deposits required for the work to be performed. Each sub-CONTRACTOR shall bear the cost of permits and fees relative to his work.
 11. SUNDAY, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 6:00 P.M. and 6:00 A.M. nor on Sundays or legal holidays without the written permission of the OWNER in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment or in the case of an emergency. Any work necessary to be performed after or outside regular working hours, on Sundays or legal holidays shall be performed without additional expense to the OWNER.
 12. TIME OF COMPLETION: Article 23 of the General Conditions of the Agreement shall be supplemented to read that the CONTRACTOR shall have substantially completed all construction work undertaken by him not later than the following times from the date specified in a written Notice to Proceed from the OWNER.

Base Bid –NINETY (90) calendar days

13. LIQUIDATED DAMAGES: Article 44 of the General Conditions of the Agreement shall be supplemented as follows. The stipulated liquidated damages for the CONTRACTOR's failure to complete the Project within the specified number of calendar days shall be **Five Hundred Dollars (\$500.00)** per calendar day. Weather conditions precluding the proper and safe prosecution of the work shall be documented and extension(s) of time granted for justifiable weather delays.
14. COST BREAKDOWN: Within thirty (30) days after the execution of the Contract and not less than fifteen (15) days prior to the first monthly estimate, the CONTRACTOR shall submit to the Engineer a cost breakdown of the work for his contract. This breakdown is for use by the Engineer in checking the monthly estimates and for Owner's use in cost accounting for the project. If the contract is based on a lump sum bid or contains one or more lump sum items for which partial payments are desired, the CONTRACTOR shall prepare and submit to the Engineer a schedule of values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to the Engineer before any partial payment estimate is prepared. Such items as bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the costs can be substantiated. The sum of the items listed in the schedule of values shall equal the contract lump sum prices. Overhead and profit shall not be listed as separate items.

An unbalanced schedule of values providing for overpayment of the CONTRACTOR on items or work that would be performed first will not be accepted. The schedule of values shall be revised and

resubmitted until acceptable to the Engineer.

15. PROGRESS SCHEDULES: Prior to beginning work the CONTRACTOR shall furnish the Engineer with an anticipated progress schedule covering all the work to be performed under this contract. During construction the CONTRACTOR shall revise the schedule periodically or monthly as requested to reflect as nearly as possible the actual construction operations. The CONTRACTOR shall also furnish the Engineer as soon as possible with a schedule showing ordering and delivery dates of all equipment materials to be incorporated in the work, which shall be key to the proposed schedule of work.
16. SUBCONTRACTING:
- a) The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the work, which, under normal contracting practices, are performed, by specialty Subcontractors.
 - b) The CONTRACTOR shall not award any work to any Subcontractors without prior written approval of the OWNER, which approval will not be given until the CONTRACTOR submits to the Engineer a written statement concerning the proposed award to the Subcontractors, which statement shall contain such information as the Engineer may require.
 - c) The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
 - d) The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the CONTRACTOR by the terms of the Instructions to Bidders, General and Supplementary Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - e) The General CONTRACTOR will be responsible for and make good at his own expense any damage or injury to work done by Subcontractors until final completion and final acceptance of all the work to be done.
 - f) Nothing contained in this contract shall create any contractual relation between Subcontractors and the OWNER.
17. INSPECTION AND TESTING: If contract specifications, codes, or OWNER instructions require any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspections and make all necessary arrangements therefor. The CONTRACTOR shall furnish at his expense all labor and assistance that may be needed by the Engineer in performing any testing or supervision thereof. The contractor is responsible for the costs of any testing required to establish a level of effort required for work and any costs for retests of failed tests.
18. MEASUREMENT AND PAYMENT: The total bid price of the contract shall cover all work shown on the drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the work, shall be included in the prices named in the Proposal. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of, or in addition to, the prices submitted in the Proposal. All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the CONTRACTOR, and all costs in connection therewith shall be included in the prices named in the Proposal.

19. PAYMENTS WITHHELD: The OWNER may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the OWNER from loss on account of:
- a) Defective work not remedied.
 - b) Claims filed or reasonable evidence indicating probable filing of claims.
 - c) Failure of the CONTRACTOR to make payments due to Subcontractors or for materials or for labor.
 - d) A reasonable doubt that the contract can be completed for the balance then unpaid.
20. DEFENSE OF SUITS: In case any action in court is brought against the OWNER or Engineer, or any officer or agent of either of them, for the failure, omission, or neglect of the CONTRACTOR to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the CONTRACTOR or his Subcontractors or his or their agents, or in connection with any claim based on lawful demands of Subcontractors, workmen, material men or suppliers; the CONTRACTOR shall indemnify and save harmless the OWNER and Engineer and their officers and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.
21. GUARANTEE: The CONTRACTOR guarantees that the equipment, materials, and workmanship furnished under this contract will be as specified and will be free from defects for a period of one year from the date of acceptance.

Within the guarantee period and upon notification of the CONTRACTOR by the OWNER, the CONTRACTOR shall promptly make all needed adjustments, repairs, or replacements arising out of defects, which, in the judgment of the Engineer or the OWNER, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the CONTRACTOR or by his Surety under the terms of the Performance Bond. The CONTRACTOR also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of their installation.

If within ten (10) days after the OWNER gives the CONTRACTOR notice of a defect, failure, or abnormality of the work, the CONTRACTOR neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the OWNER is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the cost of the work to be paid by the CONTRACTOR.

In the event of an emergency where, in the judgment of the OWNER delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER without giving notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR or by his Surety under the terms of the Performance Bond.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION A

GENERAL PROVISIONS

01. GENERAL CONDITIONS: The General Conditions and the Supplementary Conditions of these documents form a part of these technical specifications.
02. NAME & LOCATION OF PROJECT: The PROJECT is the 2020 Wastewater Collection System Improvements. The OWNER is the City of Manor, Texas, and the ENGINEER is Jay Engineering, a Division of GBA. The PROJECT is located within the City of Manor.
03. DESCRIPTION OF WORK: This project consists of replacement of existing wastewater collection lines including services, replacement of wastewater manholes, repair of pavement as needed, traffic control and other appurtenant work. These technical specifications apply to the work as shown, and all work is shown on the drawings as follows:
- SHEET 1 - COVER SHEET**
SHEET 2 - STANDARD NOTES
SHEET 3 - STANDARD CONSTRUCTION DETAILS
SHEET 4 - STANDARD CONSTRUCTION DETAILS
SHEET 5 - PLAN & PROFILE STA. 0+00 TO 10+40
SHEET 6 - PLAN & PROFILE STA. 10+40 TO 19+40
SHEET 7 - PLAN & PROFILE STA. 19+40 TO END
04. CONSTRUCTION STAKING: Contractor shall be responsible for construction staking and control, in accordance with line and grade provided on the contract drawings or subsequent modifications thereto. Said construction staking and control shall be performed by, and submitted under the seal of, a State of Texas Registered Professional Land Surveyor responsible for the surveying work. Field staking shall not commence until Engineer approval of such work is issued.
05. BYPASS PUMPING: The CONTRACTOR shall provide for the flow of sewage around the section of sewer lines under replacement. Plugging the line at an existing upstream manhole and pumping or directing the flow to a downstream manhole or adjacent sanitary sewer system shall make the bypass. The pump(s) and bypass lines shall be of adequate capacity and size to handle the flow. Contractor is to submit a bypass pumping plan for review. The plan must include redundant pump systems.
06. WORK COMPLETION AND LIQUIDATED DAMAGES: The time specified in the Contractor's Proposal for completion of all work is deemed sufficient for performing the work, weather permitting. Justifiable and documented weather delays will be cause for extension(s) of time to complete the project, but the Contractor must diligently and continuously pursue the work when weather conditions allow. Liquidated damages will be withheld from the Contractor's total payments at the rate of **Five Hundred Dollars (\$500.00)** per calendar day beyond the completion date (to be specified in the Notice to Proceed) for failure to substantially complete the work. Substantial completion shall mean completion to the point that the Owner can beneficially utilize the project. Failure to complete minor work items, for which no damages will be incurred by the Owner, will not be cause for withholding of liquidated damage amounts.
07. MEASUREMENT AND BASIS OF PAYMENT: For items bid on a lump sum or per each basis, no extra or customary measurements of any kind will be made, but the actual number of items installed

or completed will be used as basis for payment. For items bid on a unit price basis, payment will be made based on the actual number of units installed. In case of conflict between measurements and payment defined in technical specifications and those defined in the bid schedule, the definitions and enumerations in the bid schedule will take precedence.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION B

SPECIAL CONDITIONS

01. SEQUENCE OF WORK: The sequence of work on this project shall be in the order of Contractor's preference, as approved by the CITY. Work may proceed at CONTRACTOR'S discretion, in a manner to prevent interruption of CITY operations and adequate utility operations and traffic flow.
02. PROTECTION OF WORK BY OTHERS: CONTRACTOR to preserve and protect all coincident work by others, including CITY utilities and contractors. CONTRACTOR will be held responsible for any damage incurred by these facilities due to his activities.
03. WATER FOR CONSTRUCTION: Water for construction purposes will be furnished by the CITY OF MANOR at an approved, metered hydrant and at the CONTRACTOR'S expense. CONTRACTOR shall be responsible for security of his access point and prudent use of such water.
04. BLASTING: Blasting or the use of explosives will not be allowed on this project. Excavation to be completed by mechanical means and unclassified.
05. UTILITY APPURTENANCE ADJUSTMENT: All utility adjustments required for CONTRACTOR'S work will be performed by the utility contractor.
06. EROSION AND SEDIMENTATION CONTROLS: Erosion and sedimentation controls have been shown on the drawings. Any activities on behalf of the Contractor that would make the project subject to additional controls will require the Contractor to comply without additional compensation by the Owner.
07. CONSTRUCTION REVIEW: The CITY shall provide a project representative to review the quality of materials and workmanship.
08. LIMITS OF WORK AND PAYMENT: It shall be the obligation of the CONTRACTOR to complete all work included in this contract, so authorized by the CITY, as shown on the drawings or described in the contract documents and technical specifications. All items of construction not specifically enumerated in the bid schedule shall be incidental to the unit price bids. Any question arising as to the limits of work shall be subject to the interpretation of the ENGINEER.
09. TOTAL OF PAYMENTS: The CITY has budgeted funds in an amount deemed sufficient for the work awarded, and as shown in these documents. In the event the product of unit prices and quantities results in work with an anticipated value in excess of the total amount awarded, the CONTRACTOR shall give notice of such overage prior to performing the work. Any work performed that exceeds the scheduled quantities, without prior authorization, will be performed at the CONTRACTOR'S risk.
010. FINAL PAYMENT: Final payment for work hereunder will be after ENGINEER'S certificate of substantial completion and compliance, which will follow final inspection and approval by the CITY.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 2 - SITEWORK

SECTION A

CLEARING AND GRUBBING

01. GENERAL: Furnish all labor and equipment required to complete all clearing and grubbing in and around proposed work areas.
02. CONSTRUCTION METHODS:
- a) Clearing: The contractor shall remove all shrubs and debris as shown on the drawings or for distance required for construction. Contractor shall not cut any trees, except as approved by the Engineer.
 - b) Grubbing: The contractor shall be responsible for the removal of all stumps and roots for a depth of 24" below existing grade in areas to be cleared for work areas. Holes left by grubbing shall be filled with clean soil and compacted.
 - c) Vegetation Control: In areas where vegetation control is needed, weed killer shall be applied by the Contractor ten (10) days prior to work start. The Contractor will be responsible for subsequent burn-off and removal of dead vegetation prior to work.
 - d) Disposal of Cleared Materials: Contractor shall remove all cleared vegetation, debris and bladed earthen materials from the construction site and dispose of it at an approved site.
03. MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental and paid for at the contract price for the various items included in the work. This price shall be full compensation for furnishing materials, equipment, labor and incidentals necessary to complete the work.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 2 - SITEWORK

SECTION B

EARTHWORK01. GENERAL:

- a) Scope: This section includes work required for proper completion of excavation, backfill, trenching, shoring, bracing, dewatering of excavations, grading, compacting, disposal of surplus materials, together with other miscellaneous sitework and earthwork operations necessary to complete project as shown on drawings and specified herein.
- b) Protection of Existing Facilities: Prior to beginning any earthwork operations, protect existing facilities and/or permanent objects, including existing utilities, poles, guys, trees and roadways. Contractor shall be responsible for locating all existing underground utilities prior to commencement of excavation operations. Costs resulting from damage to utilities or permanent facilities due to negligence or lack of adequate protection shall be borne by Contractor.

02. MATERIALS:

- a) Pipe Bedding Stone: Bedding stone material, as designated on the drawings, shall be clean, granular material composed mainly of mineral matter free of mud, silt, clay lumps, vegetation or debris conforming to ASTM C33 for stone quality. Size gradation shall conform to ASTM C-33 No. 57 or No. 67. Limestone crusher screenings with fines will not be acceptable.
- b) Fill or Backfill: Where use of fill or backfill is designated on the drawings, excess excavated materials from locations on the project site may be used, or the Contractor may obtain approved fill material from a source outside the site. Material shall be free from vegetation, debris, large rocks and boulders exceeding 2" in their greatest dimension. Fill material shall be a stable soil approved by the Owner's representative prior to use on project.
- c) Select Fill: Select Fill for use where noted shall be sandy soil or other granular material having plasticity index of not greater than six (6) with not more than 30 percent (30%) passing a No. 200 sieve.

03. CONSTRUCTION METHODS:

- a) Excavation: Excavation shall be incidental to facilities construction and shall include removal of all types of materials encountered. Make excavations to lines and grades indicated on drawings, with completed excavations within tolerances hereinafter specified.
- b) Blasting: No blasting will be allowed on this project.
- c) Shoring, Bracing, and Dewatering Excavations: Provide all shoring, bracing and dewatering of excavations required to properly and safely complete the work as shown on the drawings. Construct shoring and bracing as required to prevent excavation from extending beyond specified or indicated limits and to protect workmen. Keep all excavations dewatered by drainage, pumps, or well points as necessary while construction therein is in progress. Remove shoring, bracing and sheeting as excavations are backfilled, in a manner to prevent injurious caving. See Trench Safety Program of this specification.
- d) Pipe Trenches: Make and maintain sides of trench as nearly vertical as practical and provide shoring where necessary to maintain sides in a vertical position and to protect workmen.

Complete and shape trenches to provide free working space and to permit thorough tamping of embedment around pipe. Accurately grade bottom of trenches to provide a uniform bearing on firm soil along entire length of each pipe section. Remove rubbish, rock, or debris encountered at grade to a depth of at least six (6) inches below bottom of pipe, place, shape and compact pipe bedding. Working space from outside of pipe to side of trench shall not be less than 6-inches or more than 24-inches. Provide bell holes where required for making proper connections at joints.

- e) Backfill at Structures: Place backfill at structures, as far as practicable, as work progresses. Remove forms, shoring, bracing etc. before backfill is started and do not place backfill against concrete until cured. Prevent wedging action of backfill against pipe or structure, and step or serrate slopes bounding excavation to prevent such wedge action.
- f) Special Bedding: All piping shall be bedded as shown on the drawings and as described herein.
 - i) Stone: Provide pipe bedding stone as specified in section .02 a) above. Provide clean stone, free of clay, loam, rubbish, vegetative matter or other deleterious substance, meeting approval of Owner's representative.
 - ii) Compacting: Place bedding material in uniform layers, dried or moistened as required to obtain approximate optimum moisture content, and compact to at least 95% of maximum density as determined by ASTM D-698 or TEX-113 Method. Maximum thickness of uniform layers of loose material shall not exceed eight (8) inches. Compaction shall be such that a uniform density will be obtained over entire area and depth of bedding material.
 - iii) Control: Methods used in obtaining the proper moisture content and required degree of compaction shall be Contractor's responsibility.
- g) Backfill of Pipe Trenches: Backfilling of pipe trenches shall not be started until pipe joints have been inspected and approved by Owner. Remove shoring and bracing, if used, before backfilling of trench. Backfill shall be free of large lumps, rocks, or debris which might prevent compaction, cause damage to joints, pipe, etc., or result in improper bedding of pipe. Avoid dropping of loose material in any manner that may deflect or damage pipe or fittings.
- h) Compaction of Backfill:
 - i) General: Place fill and backfill, except as otherwise specified, in uniform layers, dried or moistened as required to obtain approximate optimum moisture content, and compact to a density of at least 95% of maximum density at optimum moisture as determined by ASTM D-698 or TEX-113 methods. Methods used to secure the optimum moisture content and degree of compaction required, will be Contractor's responsibility. Compacting equipment and method of compaction shall be such that a uniform density will be obtained over entire area and depth of material being compacted. Hand tamping shall be done with mechanical hand tampers unless otherwise approved by Owner.
 - ii) Backfill Over Pipelines: As shown on the plans, place bedding conforming to requirements of select fill in pipe trenches and bed pipe uniformly therein. Deposit bedding material carefully and uniformly along sides and to a depth of 12 inches over top of pipes in six (6) inch layers and carefully tamp. Fill remainder of trench in uniform layers and water tamp by flooding. In no case shall fill be placed in layers too thick to be soaked thoroughly. Continue water tamping until all cavities are eliminated and backfill is thoroughly consolidated. Backfill last one (1) foot of backfill up to existing or proposed pavement or original ground in layers and compact by use of power equipment, tractors, trucks, etc. to not less than 100% of density of original undisturbed soil.

- iii) Mechanical Hand Tampers: Where fill or backfill is to be compacted with mechanical hand tampers, thickness of each uniform layer to be compacted shall not exceed six (6) inches. Methods of compaction shall be such that a uniform density is obtained throughout entire area and depth of each layer.
 - iv) Protection of Moisture Content: Protect excavations and fills from excessive wetting and drying. Place concrete foundations and select materials immediately after completion of excavation in each area or section.
 - v) Finish Grading: Before leaving site, Contractor shall hand rake the work area to a uniform and smooth surface.
 - vi) Pavement Repair: Trenches cut in areas of existing pavement shall be repaired to original condition. These areas shall be brought to the paving surface grade with compacted flexible base, and subsequently patched with Type D HMAC. Replacement of compacted flexible base and HMAC in areas not scheduled for payment is considered incidental to the work, and no separate pay shall be made for pavement repairs. Only the scheduled repairs and quantities will be measured and paid at the price scheduled on the Contractor's Proposal.
 - i) Disposal of Excess and Unsuitable Materials: All excess materials removed during construction operations shall become property of Contractor. Remove material from site and dispose of same.
04. MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 2 - SITEWORK

SECTION C

PVC WASTEWATER SYSTEM PIPE

01. GENERAL: Furnish all equipment, materials and labor, and perform all operations necessary for the construction of gravity sanitary sewer or forced main wastewater lines.
02. MATERIALS:
- a. Pipe: PVC pipe for gravity system and force main system shall be of ring gasket type joint, conforming to ASTM Specification D-3034 or D-2241. PVC pipe shall be Class SDR-26, ASTM 3034 for gravity systems and AWWA C-900 (green and marked for sewer) for forced mains.
 - b. Joints and Fittings: PVC pipe and fittings for gravity system and force mains shall have ring gasketed joints.
03. PROCEDURE:
- a. Excavation: Perform pipe trench excavation in accordance with Section 2B of this specification, by open cut method.
 - b. Preparation of Trench Bottom: Grade trench bottom to afford uniform bearing of pipe in accordance to grade indicated of the drawings. Provide excavation for pipe bells in accordance with manufacturer's recommendations.
 - c. Pipe laying: Furnish and install necessary grade stakes, batter boards and alignment references. Begin laying pipe at lower end, unless otherwise approved, with bell end pointing upstream. Pipe ends shall be cleaned and gasket carefully installed in accordance with manufacturer's instructions. Pipe shall be laid and joints made to form a smooth continuous conduit.
 - d. Horizontal Alignment: Pipeline alignment to conform with that shown on the drawings. No joint deflections will be allowed.
 - e. Pipe Handling: Precautions in pipe handling shall be exercised as described in this specification and in accordance with manufacturer's instructions.
 - f. Manholes: The invert shall be built of concrete or half-section of pipe and the invert shall be true and troweled to a smooth hard finish. Pipe connections to manholes shall be made water tight using approved manhole couplings. Manhole couplings shall be grouted into place, using a stiff mix non-shrink grout, via knocked out holes in concrete pipe walls. Steps shall not be provided. Drop manholes shall be constructed where shown on the plans.
 - g. Connections to Existing Lines: Connect to existing wastewater lines or manholes as shown on the drawing, using materials and methods for new work as specified herein.
 - h. Backfilling: After approval of line work, backfill as specified in Section 2B of this specification.

i. Leakage Testing: Test all mains in strict accordance with the leakage test given below. Maximum allowable leakage shall be 50 gallons per 24 hours per inch of inside diameter per mile of pipeline. After completing backfill of each section of wastewater line Contractor shall, at his expense, conduct a Line Acceptance Test using low-pressure air. Perform test using equipment and procedures specified below, under supervision of Owner.

1. Equipment - Minimum requirements.

- a. Pneumatic plugs shall have a sealing length to or greater than diameter of pipe to be inspected.
- b. Pneumatic plugs shall resist internal test pressure without requiring external bracing or blocking.
- c. Air shall pass through a single control panel.
- d. Three individual hoses shall be used for the following connections.
 - (1) From control panel to pneumatic plugs for inflation.
 - (2) From control panel to sealed line for introducing low-pressure air.
 - (3) From sealed line to control panel for continually monitoring air pressure rise in sealed line.

2. Procedures -

- a. Pneumatic plug shall be seal-tested before being used in actual test installation. Lay on length of pipe on ground and seal at both ends with pneumatic plugs to be checked. Inflate air plugs to 25 psig. Pressurize sealed pipe to 5 psig. Plugs shall hold against this pressure without bracing and without movement of plugs out of pipe.
- b. After a manhole-to-manhole section of pipe has been backfilled and cleaned, and pneumatic plugs have been checked by above procedures, place plugs in line at each manhole and inflate plugs to 25 psig. Introduce low pressure air into this sealed line until internal air pressure reaches 4 psig greater than average back pressure of ground water that may be over pipe. Allow at least 2 minutes for air pressure to stabilize. After the stabilization period (3.5 psig minimum pressure in the pipe), disconnect air hose from control panel to air supply. Term portion of line being tested "acceptable" if time required for pressure drop from 3.5 to 2.5 psig greater than average back pressure of ground water that may be over pipe is not less than shown in the following table.

<u>PIPE SIZE</u>	<u>MINIMUM TIME</u>	
	<u>MINUTES</u>	<u>SECONDS</u>
4"	2	0
6"	3	0
8"	4	0
10"	5	0
12"	5	30
15"	7	5
18"	8	30
21"	9	50
24"	11	20

c. In areas where ground water is known to exist, install a 1/2" diameter capped pipe nipple, approximately 10" long, through manhole wall on top of one wastewater line entering manhole. Immediately prior to performance of Line Acceptance Test, determine ground water by removing pipe cap, blowing air through pipe nipple to clear it, and connecting a clear plastic tube to pipe nipple. Support hose vertically and measure height (in feet) of water over invert of pipe after water stops rising in plastic tube. Divide this height by 2.3 feet to establish psi to be added to readings.

3. Repair or Replacement - If test determines installation unacceptable, Contractor shall locate source of leakage and repair or replace defective materials and/or workmanship to provide satisfactory installation.

j. Mandrel Testing : All gravity lines utilizing flexible pipe must be tested for deflection by pulling a rigid mandrel through the installed pipe. The test must be conducted at least 30 days after placement and compaction of final backfill. No pipe shall exceed a deflection of 5%. The test must be performed without mechanical pulling devices. The test mandrel must have an outside diameter equal to 95% of the pipe inside diameter; mandrel material must withstand 200 psi without being deformed. Should the mandrel reach an impasse, the line shall be uncovered and repaired. A television test is not an acceptable substitute for the deflection test. Deflectometers may be approved for use on a case by case basis.

04) MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 2 - SITEWORK

SECTION F

DETECTABLE WARNING TAPE

01. **GENERAL:** Contractor to furnish detectable warning tape for all installations of PVC water and sewer pipe. The tape shall be of the size, type, dimension and color indicated.
02. **MATERIALS:** The Contractor shall submit descriptive information and evidence that the materials the Contractor proposed for incorporation in to the work is of the kind and quality that satisfies the specified functions and quality.
- a) **Tape:** shall be minimum 5 Mil overall thickness by 12 inches wide, with a solid aluminum foil core. Construction is 2 Mil clear film, with permanent printing. Tape shall conform to ASTM D-2103, D-882, D-2578 and D-671-76. Color coding is as follows:

Color	Application
Blue	Water Lines
Brown	Forced Wastewater Lines
Green	Gravity Wastewater Lines
Purple	Reclaimed Water Lines

03. **CONSTRUCTION METHODS:**

- a) **Installation:** The marking tape shall be buried within 12 – 18 inches from the surface of the ground over the centerline of the pipe. The marking tape shall be installed continuously along the installation of the pipe. Sections of tape shall be joined together to provide a continuous installation.
04. **MEASUREMENT AND PAYMENT:** The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 2 - SITEWORK

SECTION G

FLEXIBLE BASE

01. GENERAL: This item shall consist of select fill where directed, a foundation course for subsequent pavement, or as a finished course, as indicated on the drawing. It shall be composed of crusher-run broken stone; and shall be constructed as herein specified and in conformity with the typical sections shown on the drawings and to lines and grades specified thereon.

02. MATERIALS: The materials shall be obtained from an approved source, shall be crushed and shall consist of durable particles of stone mixed with approved binding materials. A stock pile may be required, made up layers of processed material and the material shall be loaded for delivery by making successive vertical cuts through the entire depth of the stock pile. Approval of material shall be made upon delivery to the job site. The processed material when properly slaked and tested by standard laboratory methods shall meet the following requirements:

Retained on 1-3/4" sieve	0%
Retained on 7/8" sieve	8% to 30%
Retained on 3/8" sieve	30% to 50%
Retained on No. 4 sieve	45% to 65%
Retained on No. 40 sieve	70% to 80%

Material passing the number 4 sieve shall be known as "Binder"; that portion of the binder material passing the No. 40 sieve shall be known as "Soil Binder" and shall meet the following requirements:

The liquid limit shall not exceed	35
The plasticity index shall not exceed	10
The linear shrinkage shall not exceed	7

(NOTE: The linear shrinkage shall be calculated from volumetric shrinkage at the liquid limit.)

03. CONSTRUCTION METHODS:

a. Preparation of Sub-Grade: The sub-grade shall be excavated and shaped in conformity with typical sections shown on the drawing. The sub-grade shall be thoroughly compacted until a minimum of 95% of maximum density as determined by the standard method of test for moisture-density relation of soils AASHO, designation T 99-57, Method "A", or TEX-113E has been attained for a 6" depth, before the flexible base material is placed.

b. Placement: Flexible base material deposited upon the sub-grade shall be spread, shaped and compacted until a minimum of 95% of moisture-density as determined by the standard method of test for moisture-density relation of soils AASHO, designation T 99-57, Method "A", or TEX-113E has been attained and in conformity with the typical section shown on the drawing.

The completed flexible base shall have a minimum compacted depth as shown on the drawings prior to forming or preparation for pouring concrete or for subsequent asphalt paving operations.

04. MEASUREMENT AND PAYMENT:

- a) Foundation Work: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.
- b) Road Base: The work performed in accordance with this item shall be paid for at the contract unit price per Square Yard, in place at the specified thickness. This price shall be full compensation for furnishing materials, equipment, labor and incidentals (such as subgrade prep) necessary to complete the work specified herein.

DIVISION 2 - SITEWORK

SECTION H

PRIME COAT

01. Description: This Item shall govern for the application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications.
02. Materials: The proposed asphaltic material used for the prime coat is slow setting anionic emulsion (TXDOT designation SS-1); however, circumstances may require the use of another material. The prime coat shall meet all applicable TXDOT material specifications. Water shall be furnished by the Contractor and shall be clean and free from industrial wastes and other objectionable matter. Dispersal agent shall be added to water and sprayed on surfaces to be primed in accordance with asphalt manufacturer's recommendations.
03. Submittals: The Contractor shall submit the following items to the Engineer:
 - List of proposed materials (i.e. prime material, dispersal agent, etc.).
 - Temperature-Viscosity data and proposed temperature of application.
 - Characteristics (i.e. manufacturer, rate of application, speed, etc.) of the proposed pressure distributor including calibration documentation.
 - List of facilities and equipment proposed for temperature measurements.
 - List of facilities and equipment proposed for storage and handling of asphaltic materials.
04. Construction Methods: When, in the opinion of the Engineer or designated representative, the base course or other surface is satisfactory to receive the prime coat, the surface shall be prepared by sweeping or other approved methods as directed by the Engineer or designated representative. The surface shall be lightly sprinkled with water just prior to application of the asphaltic material unless this requirement is waived by the Engineer or designated representative. The Contractor shall submit a list of prime material(s) recommended for application on the work to the Engineer or designated representative for approval. When emulsions are approved, a dispersal agent shall be added to the water before sprinkling.

The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor operated so as to distribute the prime coat at a rate ranging from 0.1 to 0.3 gallons per square yard (0.45 to 1.36 liters per square meter) of surface area. The material shall be evenly and smoothly distributed under pressure sufficient to assure proper distribution. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures. The Contractor shall be responsible for cleaning all splattered areas.

Prime Coat may be applied when the temperature of the surface on which the prime coat is to be placed is 60°F (16°C) or above and the air temperature is above 50°F (10°C) and rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer or designated representative, are not suitable.

The Contractor shall provide all necessary facilities and equipment for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two (2) distributor loads.

The distributor shall have been calibrated prior to use on this project. The Engineer or designated representative shall be furnished an accurate and satisfactory record of such calibration. After beginning the work, if the yield on the asphaltic material applied appears in error, the distributor shall be calibrated in a manner satisfactory to the Engineer or designated representative before proceeding with the work.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer or designated representative. No traffic, hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat for a minimum of 48 hours or until the prime coat is accepted as dry and cured completely by the Engineer or designated representative.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and they shall be operated in such a manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

The manufacturer's recommendations and instructions for agitation of the prime coat during storage and the temperature limits for storage and application of the prime coat shall be followed by the Contractor.

05. Measurement and Payment: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 2 - SITEWORK

SECTION I

HOT MIX ASPHALTIC CONCRETE PAVEMENT

01. GENERAL: This item shall govern for asphalt pavements and shall consist of a surface course to be composed of a compacted mixture material and shall be constructed on a prepared surface, all in accordance with these specifications and in conformity with the typical cross-sections shown on the drawings.
02. MATERIALS: The hot mix asphaltic concrete (HMAC) incorporated into this project shall include Type D aggregate and an asphalt binder grade PG 64-16 and the HMAC shall meet TXDOT material specifications.
03. PAVING MIXTURES: The Contractor shall submit an HMAC mixture design and job mix formula that has been prepared in accordance with TXDOT standards to the Engineer for approval.
04. EQUIPMENT: Production, hauling, placement and compaction equipment shall meet the applicable TXDOT equipment standards.
05. CONSTRUCTION METHODS:
- a) Surface Preparation:
 - i) Previously Paved Surfaces (Overlay): Blade shoulders as directed on plans, add base as required in shoulder areas, knock down any elevated sections of pavement (greater than 2" above average surrounding area). Where the road surface is potted, or where depressions of three-quarter (3/4) inch or greater exist, the potholes or depressions shall be "leveled-up" with a patch course of HMAC, and compacted as specified. Depressions greater than six (6) inches in depth shall be filled with flexible base and compacted per specifications. Any cracks greater than 3/8-inches wide shall be sealed with an approved sealant, unless those cracks are intended to be leveled-up as specified herein. Before the tack coat is placed, the surface on which it is to be placed shall be thoroughly cleaned by power sweeping if any dirt or silt accumulation is evident. Tack coat materials and construction shall meet the Tack Coat specification, or if none is provided, per applicable TXDOT specifications.
 - ii) Previously Unpaved Surfaces (New Pavement or Street Reconstruction): Blade shoulders to clear any vegetation. Following subgrade preparation, shape crown with flex base, compact and shape per Flex Base specification. Apply prime coat to new compacted base per Prime Coat specification.
 - b) Weather Limitations: The asphaltic mixture, prime or tack coat shall not be placed when the air temperature is below 50 degrees F and is falling, but may be placed when the air temperature is above 40 degrees F and is rising.
 - c) Temperatures: The manufacturer's recommendations and instructions for the temperature limits for storage and application of the HMAC shall be followed by the Contractor.
 - d) Rolling: While still hot and as soon as it will bear the roller without undue displacement or hair cracking, the surface shall first be compressed thoroughly and uniformly with acceptable power-

driven three (3) wheel, or tandem rollers weighing from 8 to 10 tons. Subsequent compression shall be obtained by starting at the sides, and rolling longitudinally toward the center of the pavement, overlapping on successive trips by at least 1/2 of the width of the rear wheels. Alternate trips of the roller shall be slightly different in lengths. Rolling shall be continued until no further compression can be obtained and all roller marks are eliminated. To prevent adhesion of the surfacing mixture to the roller, the wheels shall be kept properly moistened with water, but excess of water will not be permitted. The final rolling shall be done with a tandem roller. A double coverage with an approved pneumatic roller shall be used on the asphaltic concrete surface after flat wheel and tandem rolling has been completed.

- e) Hand Tamping: Along curbs and similar structures, and at all places not accessible to the roller, the mixture shall be compacted thoroughly with a lightly oiled hot tamp. Where a "feathering" of the asphaltic concrete is required, contractor shall hand rake to remove course aggregate from the edge of the asphalt levelup, and compact to a depth not to exceed 3/8".
- f) Surface Tests: The completed surface course of HMAC shall have a compacted density of 91% to 96% of theoretical maximum density. The completed surface of leveled areas, when tested with a 12' straight edge laid parallel to the centerline of the roadway, shall have no deviation in excess of 1/4" per foot from the nearest point of contact and the maximum coordinate measured from the face of the straight edge shall not exceed 1/2" at any point. Approved templates shall be furnished by the contractor for checking finished sections of leveled areas. The templates shall be of such strength and rigidity that if the support is transferred to the center there will not be a deflection of more than 1/8".
- g) Street Section: The roadway section shall generally conform to the typical roadway section shown on the drawings. To conform to this section, Contractor may increase the nominal thickness of the asphaltic concrete levelup at the crown of the existing pavement.
- h) Construction Joints: Placing of the course shall be nearly continuous as possible, and the roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is discontinued for such a length of time as to permit the mixture to become chilled. In all such cases when the work is resumed, the material laid shall be cut back so as to produce a slightly beveled edge for the full thickness of the course. The old material, which has been cut away, shall be removed from the work and the new mix laid against the fresh cut.

06. MEASUREMENT AND PAYMENT:

- a) General: Densities of 91.0 to 96.0 percent of theoretical maximum will be payable at the contract unit price. Densities of greater than 96.0 or less than 88.1 percent of theoretical maximum will require removal and replacement of HMAC surface course. Densities from 88.1 percent to 90.9 percent will result in a reduction in the unit price paid of 0.5 percent for each 0.1 percent of actual density below 91.0, in accordance with TxDOT Density Acceptance Schedule (TEX-207-F/TEX-227-F), as averaged over the completed project.
- b) Paving/Overlays: The work performed in accordance with this item shall be paid for at the contract unit price per Square Yard, in place at the specified thickness. This price shall be full compensation for furnishing materials, equipment, labor and incidentals (such as tack/prime coat) necessary to complete the work specified herein.
- c) Levelup: The work performed in accordance with this item shall be paid for at the contract unit price per ton, in place.
- d) Pavement Repair: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 2 - SITEWORK

SECTION J

RESTORATION AND REVEGETATION

01. GENERAL: This specification includes:

- a) Restoration: Replacement of existing vegetation in areas disturbed during construction, where vegetation is previously established by planting (yards, lawns or other landscaping).
- b) Revegetation: Re-establishment of native vegetation and/or acceptable erosion controls for areas disturbed during construction.

02. MATERIALS:

- a) Restoration: All areas disturbed outside the limits of residential lots shall be replaced with a minimum of 6" of topsoil and revegetated per sheet 5 of the construction plans except in solid rock.
- b) Revegetation: Revegetation shall be established by hydromulch or SOD.

03. CONSTRUCTION METHODS:

- a) Broadcast Seeding:
 - i) From September 15 to March 1, seeding shall be with a combination of one (1) pound per 1,000 square feet of unhulled Bermuda and four (4) pounds of Winter rye with a purity of 95% and 90% germination.
 - ii) From March 2 to September 14, seeding shall be with hulled Bermuda at a rate of one (1) pound per 1,000 square feet, with a purity of 95% and 85% germination.
 - iii) Fertilizer shall be applied once at planting, at a rate of one (1) pound per 1,000 square feet.
- b) Watering: The restored areas shall be irrigated or sprinkled in a manner that will not erode the top soil, but will sufficiently soak the soil to a depth of six (6) inches. The irrigation shall occur following placement.

04. MEASUREMENT AND PAYMENT: The work performed in accordance with this item shall be compensated in lump sum amount based on the Contractors estimate of the disturbed area. This price shall be full compensation for furnishing materials, equipment, labor and incidentals necessary to complete the work.

DIVISION 2

SECTION K

TRENCH SAFETY PROGRAM

01. GENERAL

01.01 GENERAL DESCRIPTION OF WORK

- A. This work shall consist of shoring, bracing, bank stabilization, bank sloping, providing trench boxes or trench shields or other equivalent means to protect employees from the effects of moving ground or cave-ins for all trenches 5-feet or more in depth.
- B. All work shall be done in conformance with OSHA Safety and Health Standards (29 CFR 1926/1010 Chapter XVII Subpart P - Excavations, Trenching and Shoring).

01.02 DEFINITIONS APPLICABLE TO THIS SPECIFICATION

- A. "Accepted Engineering Requirements (or Practices)" - Those requirements or practices that are compatible with standards requiring a Registered Professional Engineer, or other duly licensed or recognized authority.
- B. "Angle of Repose" - The greatest angle above the horizontal plane at which a material will lie without sliding.
- C. "Bank" - A mass of soil rising above a digging level.
- D. "Belled Excavation" - A part of shaft or footing excavation, usually near the bottom and bell-shaped; i.e., an enlargement of the cross section above.
- E. "Braces (Trench)" - The horizontal members of the shoring system whose ends bear against the uprights or stringers.
- F. "Excavation" - Any manmade cavity or depression in the earth's surface, including its sides, walls, or faces, formed by earth removal and producing unsupported earth conditions by reasons of the excavation. If installed forms or similar structures reduce the depth-to-width relationship, an excavation may become a trench.
- G. "Faces" - See Paragraph K of this section.
- H. "Hard Compact Soil" - All earth materials not classified as running or unstable.
- I. "Kickouts" - Accidental release or failure of a shore or brace.
- J. "Sheet Pile" - A pile, or sheeting, that may form one of the continuous interlocking line, or a row of timber, concrete, or steel piles, driven in close contact to provide a tight wall to resist the lateral pressure of water, adjacent earth, or other materials.
- K. "Sides", "Walls", or "Faces" - The vertical or inclined earth surfaces formed as a result of excavation work.
- L. "Slope" - The angle with the horizontal at which a particular earth material will stand indefinitely without movement.

- M. "Stringers (Wales)" - The horizontal members of a shoring system whose sides bear against the uprights or earth.
- N. "Trench" - A narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15-feet.
- O. "Trench Shield" - A shoring system composed of steel plates and bracing, welded or bolted together, which support the walls of a trench from the ground level to the trench bottom and which can be moved along as work progresses.
- P. "Unstable Soil" - Earth material, other than running, that because of its nature or the influence of related conditions, cannot be depended on to remain in place without extra support, such as would be furnished by a system of shoring.
- Q. "Uprights" - The vertical members of a shoring system.
- R. "Wales" - See Paragraph M of this section.
- S. "Walls" - See Paragraph K of this section.

02. PRODUCTS

Products are to be furnished as required for acceptable trench safety program.

03. EXECUTION

03.01 GENERAL PROTECTION REQUIREMENTS

- A. Walkways, runways, and sidewalks shall be kept clear of excavated material or other obstructions and no sidewalks shall be undermined unless shored to carry a minimum live load of one hundred twenty five (125) pounds per square foot.
- B. If planks are used for raised walkways, runways or sidewalks, they shall be laid parallel to the length of the walk and fastened together against displacement.
- C. Planks shall be uniform in thickness and all exposed ends shall be provided with beveled cleats to prevent tripping.
- D. Raised walkways, runways and sidewalks shall be provided with plank steps on strong stringers. Ramps, used in lieu of steps, shall be provided with cleats to insure a safe walking surface.
- E. All employees shall be protected with personal protection equipment for the protection of the head, eyes, respiratory organs, hands, feet, and other parts of the body as set forth in OSHA Standards.
- F. Employees exposed to vehicular traffic shall be provided with and shall be instructed to wear warning vests marked with or made of reflectorized or high visibility material.
- G. Employees subjected to hazardous dusts, gases, fumes, mists, or atmospheres deficient in oxygen, shall be protected with approved respiratory protection as set forth in OSHA Standards.
- H. No person shall be permitted under loads handled by power shovels, derricks, or hoists. To avoid any spillage, employees shall be required to stand away from any vehicle being loaded.

- I. Daily inspections of excavations shall be made by a competent person. If evidence of possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard the employees.

03.02 SPECIFIC EXCAVATION REQUIREMENTS

- A. Prior to opening an excavation, effort shall be made to determine whether underground installations (i.e., sewer, telephone, water, fuel, electric lines, etc.) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.
- B. Trees, boulders, and other surface encumbrances, located so as to create a hazard to employees involved in excavation work or in the vicinity thereof at any time during operations, shall be removed or made safe before excavating is begun.
- C. The walls and faces of all excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground, or some other equivalent means.
- D. Excavations shall be inspected by a competent person after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.
- E. The determination of the angle of repose and design of the supporting system shall be based on careful evaluation of pertinent factors such as: depth of cut; possible variation in water content of the material while the excavation is open; anticipated changes in materials from expose to air, sun, water, or freezing; loading imposed by structures, equipment, overlying materials, or stored material; and vibration from equipment, blasting, traffic, or other sources.
- F. Supporting systems (i.e., piling, cribbing, shoring, etc.) shall be designed by a qualified person and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, the rods shall be securely anchored well back of the angle of repose. When tight sheeting or sheet piling is used full loading due to ground water table shall be assumed, unless prevented by weep holes or drains or other means. Additional stringers, ties, and bracing shall be provided to allow for any necessary temporary removal of individual supports.
- G. All slopes shall be excavated to at least the angle of repose except for areas where solid rock allows for line drilling or presplitting.
- H. The angle of repose shall be flattened when an excavation has water conditions, silty materials, loose boulders, and areas where erosion deep frost action and slide planes appear.
- I. Clearances:
 - 1. In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least 2-feet or more from the edge of excavation.
 - 2. An as alternative to the clearance prescribed in subparagraph 1. of this paragraph, the Contractor may use effective barriers or other effective retaining devices in lieu thereof in order to prevent excavated or other materials from falling into the excavation.
- J. Sides, slopes, and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Special attention shall be given to slopes that may be adversely affected by weather or moisture content.

- K. Support systems shall be planned and designed by a qualified person when excavation is in excess of 20-feet in depth, adjacent to structures or improvements, or subject to vibration or ground water.
- L. Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots, and of proper dimensions.
- M. Special precautions shall be taken in sloping or shoring the sides of excavations adjacent to previously backfilled excavation for a fill, particularly when the separation is less than the depth of the excavation. Particular attention also shall be paid to joints and seams of material comprising a face and the slope of such seams and joints.
- N. Except in hard rock, excavations below the level of the base of footing of any foundation or retaining wall shall not be permitted, unless the wall is underpinned and all other precautions taken to insure the stability of the adjacent walls for the protection of employees involved in excavation work or in the vicinity thereof.
- O. If the stability of adjoining building or walls is endangered by excavations, shoring, bracing or underpinning shall be provided as necessary to insure their safety. Such shoring, bracing, or underpinning shall be inspected daily or more often, as conditions warrant, by a competent person to insure protection is effectively maintained.
- P. Diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Water shall not be allowed to accumulate in an excavation.
- Q. If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above and near an excavation, the side of the excavation shall be sheet-piled, shored, and braced as necessary to resist the extra pressure due to such superimposed loads.
- R. Blasting and the use of explosives are not allowed unless authorized in other portions of the specifications.
- S. When mobile equipment is utilized or allowed adjacent to excavations, substantial stop logs or barricades shall be installed. If possible, the grade should be away from the excavation.
- T. Adequate barrier physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Upon completion of exploration and similar operations, temporary wells, pits, shafts, etc., shall be backfilled.
- U. If possible, dust conditions shall be kept to a minimum by the use of water.
- V. In locations where oxygen deficiency or gaseous conditions are possible, air in the excavation shall be tested. Controls, as set forth in OSHA Standards shall be established to assure acceptable atmospheric conditions.
- When flammable gases are present, adequate ventilation shall be provided or sources of ignition shall be eliminated. Attended emergency rescue equipment, such as breathing apparatus, a safety harness and line, basket stretcher, etc., shall be readily available where adverse atmospheric conditions may exist or develop in an excavation.
- W. Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.
- X. Where ramps are used for employees or equipment, they shall be designed and constructed by qualified persons in accordance with accepted engineering requirements.

- Y. All ladders used on excavation operations shall be in accordance with the requirements of OSHA Standards.

03.03 SPECIFIC TRENCHING REQUIREMENTS

- A. Banks more than 5-feet high shall be shored, laid back to a stable slope, or some other equivalent means of protection shall be provided where employees may be exposed to moving ground or cave-ins. Trenches less than 5-feet in depth shall also be effectively protected when examination of the ground indicates hazardous ground movement may be expected.
- B. Sides of trenches in unstable or soft material, 5-feet or more in depth, shall be shored, sheeted, braced, sloped, or otherwise supported by means of sufficient strength to protect the employees working within them.
- C. Sides of trenches in hard or compact soil, including embankments, shall be shored or otherwise supported when the trench is more than 5-feet in depth and 8-feet or more in length. In lieu of shoring, the sides of the trench above the 5-foot level may be sloped to preclude collapse, but shall not be steeper than a 1-foot rise to each ½-foot horizontal. When the outside diameter of a pipe is greater than 6-feet, a bench of 4-foot minimum shall be provided at the toe of the sloped portion.
- D. Materials used for sheeting and sheet piling, bracing, shoring, and under-pinning, shall be in good serviceable condition, and timbers used shall be sound and free from large or loose knots, and shall be designed and installed so as to be effective to the bottom of the excavation.
- E. Additional precautions by way of shoring and bracing shall be taken to prevent slides or cave-ins when excavations or trenches are made in locations adjacent to backfilled excavations, or where excavations are subjected to vibrations from railroad or highway traffic, the operation of machinery, or any other source.
- F. Employees entering bell-bottom pier holes shall be protected by the installation of a removable-type casing of sufficient strength to resist shifting of the surrounding earth. Such temporary protection shall be provided for the full depth of that part of each pier and securely fastened to shoulder harness, which shall be worn by each employee entering the shafts. This lifeline shall be individually manned and separate from any line used to remove materials excavated from the bell footing.
- G. Minimum requirements for trench timbering shall be in accordance with the approved program. Braces and diagonal shores in a wood shoring system shall not be subjected to compressive stress in excess of values given by the following formula:

$$S = 1300 - \frac{20L}{D}$$

$$\text{Maximum Ratio } \frac{L}{D} = 50$$

Where:

- L = Length, unsupported, inches.
 D = Least side of the timber in inches.
 S = Allowable stress in pounds per square inch of cross-section.

- H. When employees are required to be in trenches 4-feet deep or more, an adequate means of exit, such as a ladder to steps, shall be provided and located so as to require no more than 25-feet of lateral travel.
- I. Bracing or shoring of trenches shall be carried along with the excavation.
- J. Cross braces or trench jacks shall be placed in true horizontal position, be spaced vertically, and be secured to prevent sliding, falling or kickouts.
- K. Portable trench boxes or sliding trench shields may be used for the protection of personnel in lieu of a shoring system or sloping. Where such trench boxes or shields are used, they shall be designed, constructed, and maintained in a manner that will provide protection equal to or greater than the sheeting or shoring required for the trench. The Contractor shall provide a statement certified by a Registered Professional Engineer of the adequacy of trench boxes or shields.
- L. Backfilling and removal of trench supports shall progress together from the bottom of the trench. Jacks or braces shall be released slowly, and in unstable soil, ropes shall be used to pull out the jacks or braces from above after employees have cleared the trench.

03.05 CONSTRUCTION REQUIREMENTS

- A. The Contractor, unless provided for in the Plans otherwise, shall provide the minimum shoring for the soil class.
- B. Should the soil conditions differ from those specified or should ground water be encountered in the excavation, the Contractor shall notify the Owner's Representative immediately. The Contractor shall refrain from operating in that portion of the trench where changed conditions are noted until such time as an inspection of conditions takes place, and the Contractor is notified of measures necessary for continued operation.
- C. The Contractor shall prepare and submit a plan of operation. This plan of operation shall identify material, equipment, methods, and installation, and shall be inspected by a Registered Professional Engineer. The Contractor's Engineer shall certify the adequacy of the trench protection system and its adherence of OSHA Standards.

04. MEASUREMENT AND PAYMENT

The Contractor shall provide trench protection or shoring systems for construction of pipes and other structures 5-feet or greater in depth. There will be no separate unit payment for these individual systems, but they shall be considered incidental to the trench safety program. The lump sum price bid for trench safety shall be full compensation for providing acceptable shoring or other means, and for installing, inspecting, certifying and maintaining the system and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 3 - CONCRETE

SECTION A

FORMWORK FOR CAST-IN-PLACE CONCRETE

01. GENERAL :

- a. Scope : Furnish all labor and materials necessary to excavate, prepare subgrade, erect formwork, and backfill cast-in-place concrete as detailed on the drawings and specified herein.
- b. Provisions for Utilities : Coordinate concrete work with other trades whose work must be installed within or adjacent to concrete. Furnish necessary grades and dimensions as required for proper installation of all work.

02. MATERIALS:

Use only formwork materials providing proper strength and finish capabilities. Broken or warped forming materials that may negatively affect the concrete pour or finish, in the opinion of the Owner's Representative, must be removed.

03. INSTALLATION :

- a. Excavations : All excavations shall be carried to the depths and lines indicated on the drawing.
 - b. Forming : Forms shall be constructed to conform to the lines, grades, and sizes shown on the plans. Forms shall be constructed so that when removed the concrete shall have a smooth uniform surface. They shall be built mortar-tight to prevent leakage of fines and shall be braced to prevent shifting when concrete is placed.
 - c. Form Removal : Forms may be removed at the discretion of the contractor after concrete has attained the necessary strength to support its own weight and any construction live loads.
 - d. Backfill : After removal of forms and after inspection of foundation by Owner's representative, Contractor shall backfill against all surfaces to the elevation shown for finish grade, in accordance with the drawings and in a manner that does not damage the structure(s).
04. MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 3 – CONCRETE

SECTION B

CONCRETE REINFORCING

01. GENERAL:

Furnish all labor, materials and equipment necessary to cut, bend and place all reinforcing steel in accordance with this specification and the applicable drawings.

02. MATERIAL:

- a. Reinforcing Steel: Intermediate or hard grade, new billet stock conforming to ASTM A615, Grade 60.
- b. Bar Supports, Spacers, Etc.: Shall be constructed of wire properly sized in accordance with ACI 315. Reinforcement in slab-on-fill shall be supported on concrete block especially precast for the purpose.

03. INSTALLATION:

- a. Cleaning: Metal Reinforcement at the time concrete is placed shall be free from rust scale or other coatings that will destroy or reduce the bond. Reinforcement left protruding for future bonding shall be cleaned of concrete paste before covering with concrete.
- b. Bending: All bars shall be bent cold in accordance with ACI 315. Bars having kinks or bends not shown on approved shop drawings shall not be used.
- c. Splicing: Splicing of reinforcing bars shall be minimized as much as possible. Splicing, where necessary, may be accomplished by welding or lapping. The minimum overlap for a lapped splice shall be 24 bar diameters, but not less than 12".
- d. Placing: The setting of all reinforcing steel shall conform to the "Standard Practice for Reinforcing Concrete Structures": as published by the American Concrete Institute. (318-83). Reinforcing steel shall be thoroughly wired together and shall be rigidly supported with concrete block bar supports or other methods acceptable to the Owner, so that the steel will be properly located and will not be displaced during pouring operations. Steel for all concrete shall be so placed that it shall be covered with concrete as shown on the drawing.
- e. Corner Bars: The Contractor shall provide corner bars for beam steel at all exterior corners and at the intersection of interior and exterior grade beams. Corner bars shall be equal in diameter to beam steel. Joints between beam steel and corner bars shall be lapped or sealed as specified under paragraph c. of this specification.
- f. Shop Drawings: Contractor shall submit complete shop drawings and bending diagrams for Engineer's approval, prior to fabrication.
- g. Anchor Bolts: Furnish and install anchor bolts in strict accordance with tank manufacturer's instructions.

04. MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 3 - CONCRETE

SECTION C

CAST-IN-PLACE-CONCRETE01. GENERAL :

- a). Scope : Furnish materials, labor and equipment required to deposit, finish and cure all cast-in-place concrete as detailed on the plans and as specified herein.
- b). Excavation and Formwork : Shall be as specified under Section 3A - Formwork for Cast-In-Place Concrete.
- c). Reinforcing : Shall be as shown on the drawings.
- d). Coordination with Other Trades : All work required by other trades to be coordinated with the concrete work will be provided and located by that particular trade. This Contractor shall assist other contractors as necessary in locating adjacent work and he shall take precautions to protect the work after completion. He shall replace or repair at his expense all displacement or damage of these items caused by his operation.
- e). Inspection : The Contractor shall notify the Owner's Representative a minimum of 48 hours in advance of pouring time to permit ample time for checking of steel position, form sizes, and all other preparations for pouring concrete. In no case shall concrete be poured until the Owner's Representative has authorized the pouring of concrete.

02. MATERIALS :

- a). Portland Cement : ASTM C150-69A, Type 1.
- b). Fine and Coarse Aggregate : ASTM C33-67; coarse aggregate shall be 1-1/2" maximum in size.
- c). Water : Shall be clear, potable and free of all substances that would be harmful to the concrete.

03. INSTALLATION :

- a). Proportioning : Proportioning of design mix of concrete shall be in accordance with ACI211.1-77. Quantities of fine aggregate and water shall be selected to produce a mix within the range of workability required in the work. The water-cement ratio for structures to be watertight shall not exceed 0.48. The slump, as determined by ASTM143, is not to exceed 4" if consolidation is to be by vibration, and is not to exceed 5" if consolidation is to be by methods other than vibration. The minimum compressive strength of the concrete shall be 2,000 psi in 7 days and 3,000 psi in 28 days.
- b). Mixing of Concrete : Concrete may be transit mixed or job mixed. Mix shall be designed to meet the strength requirements heretofore specified. Concrete shall be mixed until the mass is homogeneous and uniform in color and then deposited as soon as practical. Transit mixed concrete shall be Class A concrete and shall have been tested by an independent laboratory within 90 days prior to delivery to the site. A batch mix certificate shall be furnished for each batch delivered to the site. The certificate shall show date of delivery, date of batch test, and location where concrete is to be placed.

- c). Transporting Concrete : Transport concrete from mixer to place of final destination by most direct and rapid means practical and in a manner that will prevent separation of ingredients and displacement of reinforcing. Avoid unnecessary handling. No concrete shall be poured which has been in mixer longer than 50 minutes after water is added.
- d). Preparation for Placing : Complete flexible base course and compact as specified elsewhere in this specification. Water shall be removed from excavations before concrete is deposited. Where concrete is poured directly on grade or on earth fills, the subgrade shall be thoroughly moistened, but not made muddy, at the time the concrete is placed. Hardened concrete, debris, and other foreign materials shall be removed from the interior of forms and from the inside of mixing and conveying equipment. The reinforcement shall be made secure in position, and shall be subject to inspection and approval.
- e). Placing Concrete : Unless otherwise specified, placing of concrete shall conform to Chapter 4 of American Concrete Institute Standard ACI 318. Concrete having attained initial set or having contained water for more than 50 minutes shall not be used in the work. Unless otherwise approved, concrete shall be mixed and placed only when the temperature is at least 35 deg. F and rising. No concrete shall be placed when the temperature is 40 deg. F and falling.
- f). Installation of Anchorage Items : Anchorage items, including dowels, bolts and other similar devices, shall be of sufficient number and size, and so located as to insure anchorage purpose intended.
- g). Expansion Joints : Joints between new and existing concrete shall have premolded expansion joint filler strips 1/2" thick the full depth of the slab. Edges of joints shall be finished slightly rounded.
- h). Construction Joints : Construction joints will be allowed only where shown as permissible on the drawings.
- i). Floating : The poured concrete surface shall be tamped until thoroughly compact and all course aggregate is pushed below the surface. Surface shall be screeded off to levels designated on the drawings. Surface shall then be floated with a darby and/or bull float until fines rise to the surface.
- j). Finishing : After the water has left the surface, it shall be troweled with a steel trowel to a smooth surface. After the surface has hardened sufficiently to ring under the trowel, it shall, again, be troweled with a steel trowel to a hard, dense surface free from blemishes. The concrete shall be finished as shown on the drawings and specified herein. Exposed surfaces of concrete shall have all fins removed and any honeycomb pointed. Removal of fins will be applied only to those areas which may be exposed after structure is complete.
- k). Corners : Exposed corners of all slabs, approaches, etc. shall be finished with an edging tool to form a rounded corner.
- l). Curing of Concrete : Exposed surfaces of concrete shall be kept moist and shall be protected from premature drying for a period of at least 24 hours after being deposited. A curing compound which will provide not less than 85% water retention, and which will not permanently discolor the concrete may be used on concrete which does not receive additional concrete or mortar.
04. MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 3 - CONCRETE

SECTION D

CONCRETE MANHOLES AND JUNCTION BOXES

01. GENERAL: Furnish all labor, materials, and equipment to perform operations in connection with construction of manholes and junction boxes, including excavation, installation, backfilling, and surface restoration in strict accordance with this section of the specification and the applicable drawings and schedules.
02. MATERIALS:
- a) Concrete and Cement Stabilized Sand: All concrete shall conform to Division 3 of these specifications. Cement stabilized sand for bedding or backfilling, where indicated or required, shall contain two (2) sacks of Portland Cement per cubic yard. Sand shall be "Fine Aggregate" as defined in Division 3 specifications.
 - b) Mortar: Mortar shall be composed of one part Portland Cement, one part masonry cement (or 1/4 part hydrated lime), and sand equal to 2-1/2 to 3 times the sum of the cement and lime volume used. Sand shall meet the requirements for "Fine Aggregate" as defined in Division 3 specifications.
 - c) Reinforcement: Shall be as shown on the drawings.
 - d) Rings and Covers, 32-Inch Inside Diameter: Rings and covers shall be as shown on the drawings. All covers shall have labels in the lid casting, identifying each designated use, such as "WATER", "ELECTRIC", "SEWER", etc. as appropriate and as required by codes, rules, and regulatory authorities. Include labels in submittal information.
 - e) Precast Base Sections, Riser Sections, and Cones: Precast concrete base sections, riser sections, and cones shall conform to the requirements of ASTM C 478. Joints for wastewater base sections, riser sections, and cones shall conform to the requirements of ASTM C 443. Precast bases for 48-inch inside diameter manholes shall have preformed inverts. Approved inserts shall be embedded in the concrete wall of the manhole sections to facilitate handling: through-wall holes for lifting will not be permitted.
 - f) Precast Junction Boxes: Precast junction boxes shall be allowed only where indicated on the plans or approved by the Engineer. Joints for wastewater junction boxes shall conform to the requirements of ASTM C 443.
 - g) Pipe-to-Manhole/Junction Box Assemblies: Precast bases and precast junction boxes shall have flexible, resilient, and non-corrosive, approved boot connectors or ring waterstops conforming to the requirements of ASTM C 923 on all wastewater pipe connections.
 - h) Precast Flat-Slab Transition/Junction Box Lids: Precast slab transitions and lids shall be designed to safely resist pressures resulting from loads that might result from any combination of forces imposed by an HS-20 loading as defined by the American Association of State Highway and Transportation Officials (AASHTO). The joints of precast slab transitions and lids for wastewater applications shall conform to requirements of ASTM C 443.
 - i) Precast-Prefabricated Tee Manholes: Tee manholes shall be allowed only where indicated on the plans or approved by the Engineer. The vertical manhole portion (tee) above the main pipe shall conform to the requirements of the precast components.

- j) The manhole tee shall have a minimum inside diameter of 48 inches and shall rise vertically centered or tangent to the main pipe, as indicated or approved. An access hole less than 48-inches in diameter shall be cut into the main pipe to allow a ledge for support of access ladders.
- k) Precast Grade Rings, 32 Inch Inside Diameter: Rings shall be reinforced Class A or I concrete six (6) inches wide with a thickness of three (3) to six (6) inches.
- l) Waterproofing Joint Materials: O-rings and wedge seals for the joints of all wastewater manholes and for stormwater manholes, where indicated, shall conform to the requirements of ASTM C 443. Connections between reinforced concrete wastewater manhole structures and pipes shall meet the requirements of ASTM C 923.

03. CONSTRUCTION METHODS:

- a) All manholes shall have a minimum inside diameter of 48 inches. Manhole base dimensions shall be appropriately increased to accommodate all converging pipe. A minimum horizontal clearance of Twelve (12) inches shall be maintained between pipe walls at the springlines of adjacent pipes. Pipe ends within the manhole base walls shall not be relied upon to support overlying manhole dead and live load weights. All wastewater branch connections to new or existing mains shall be made at manholes with the influent pipe crown installed at the effluent pipe crown elevation. Where the springline of an influent pipe is 24 inches or more above the springline of the effluent pipe, a drop manhole shall be used. Construction of extensions to existing systems shall require placement of bulkheads at locations indicated or directed by the Engineer. Unless otherwise indicated, wastewater manholes shall have eccentric cones. Concentric cones may be used only where conflicts with other utilities dictate. Flat-slab tops may be used only where clearance problems exist.
- b) Manholes shall be constructed at the established elevations on uniform stable subgrades. Unstable subgrade shall be over-excavated a minimum of 12 inches and replaced with approved material. Precast base units shall be installed and leveled on a 6-inch coarse aggregate bedding. A pipe section with a prefabricated tee manhole and half the length of the adjoining pipe sections on each side shall be set on a minimum of 6-inch non-reinforced Class A concrete. The cast in place concrete cradle shall be poured against undisturbed trench walls to the pipe's springline.
- c) Cast in place foundations shall have a minimum depth of 12 inches at the invert flowline. The lowermost riser section may be set in the concrete while still green, after which the foundation shall be cured a minimum of 24 hours prior to proceeding with construction of the manhole up to 12 feet in depth. The foundation shall be cured an additional 24 hours prior to continuing construction above the 12-foot level. Manhole depth shall be measured from the invert flowline to the finish surface elevation.
- d) Wastewater pipes, except polyvinyl chloride (PVC), may be laid through the manholes and the top half of the pipes removed to facilitate invert construction. The manhole bottom shall rise from the springline elevation of the pipe approximately one (1) inch for each 12 inches of run (8%). Wastewater manholes with lines larger than 18 inches shall require precast bases. Manholes constructed over in-service mains may be built on cast in place foundations if the flow cannot be interrupted. Precast and cast in place wastewater junction boxes shall be allowed only where indicated on the plans or approved by the Engineer.
- e) All wastewater lines, except reinforced concrete pipe set in cast in place foundations, shall require an approved waterstop seal or gasket around the outside perimeter of the pipe. The seal or gasket shall be centered under the manhole section wall.
- f) Manhole construction in roadways may be staged to facilitate base construction. Manholes constructed to interim elevations shall be covered with steel plates of sufficient thickness to support vehicular traffic. Steel plates on wastewater manholes shall be set in mortar to minimize

inflow. Manholes shall be completed to finish elevation prior to placement of the roadway's finish surface. The excavation for completion of manhole construction shall be backfilled with cement stabilized sand (2 sacks per cubic yard) up to the bottom of concrete pavement or to within two (2) inches of finish elevation of asphalt pavement. The cement-stabilized sand shall be a minimum of 12 inches thick.

g) Acceptance Testing: Manholes shall be tested separately and independently of the wastewater lines.

i) Exfiltration Method:

- a) All backfilling and compaction are to be completed prior to the commencement of testing.
- b) Manhole section interiors shall be carefully inspected. Units found to have through-wall lift holes or any penetration of the interior surface by inserts provided to facilitate handling will not be accepted.
- c) After cleaning the interior surface of the manhole, the Contractor shall place and inflate pneumatic plugs in all of the connecting pipes to isolate the manhole. The sealing pressure within the plugs shall be as recommended by the plug manufacturer.
- d) Concrete manholes shall be filled with water or otherwise thoroughly wetted for a period of 24 hours prior to testing.
- e) At the start of the test, the manhole shall be filled to the top with water. The test time shall be 1 hour. The Construction Inspector must be present for observation during the entire time of the test. Permissible loss of water in the 1-hour test is 0.0025 gallons per diameter foot, per foot of manhole depth. For a 4-foot diameter manhole, this quantity converts to a maximum permissible drop in water level (from the top of a 24" diameter manhole cone) of 0.05 inches per foot of manhole depth (0.5 inches for a 10 foot deep manhole).

ii) Vacuum Test Method: With the approval of the Owner's Representative, the Contractor may substitute the Vacuum Method of testing for the Exfiltration test described above. The vacuum method may be used by the Contractor prior to backfilling, but only for his convenience so that defects may be located and repaired. Final acceptance testing shall be done after all backfilling and compaction are complete.

- a) Manhole vacuum tester by P.A. Glazier, Inc., Cherne Industries, or other approved manufacturer.
- b) Pipe sealing plugs having a load resisting capacity equal to or greater than that required for the size of the connected pipe to be sealed.
- c) Manhole section interiors shall be carefully inspected. Units found to have through wall lift holes or any penetration of the interior surface by inserts provided to facilitate handling will not be accepted.
- d) After cleaning the interior surfaces of the manhole, the Contractor shall place and inflate pneumatic plugs in all of the connecting pipes to isolate the manhole. The sealing pressure within the plugs shall be as recommended by the plug manufacturer. Plugs and ends of pipes connected by flexible boots shall be blocked to prevent movement during the vacuum test.
- e) The vacuum test head shall be placed at the inside of the top of the manhole cone section and the compression seal band inflated to the pressure recommended by its manufacturer. The vacuum pump shall be connected to the outlet port with the valve

open. When a vacuum of 10 inches of mercury (-5 psig) has been attained, the valve shall be closed and the time noted.

- f) Permissible vacuum loss for a successful test is one (1) inch vacuum drop within three (3) minutes of valve closure. The actual vacuum shall be recorded at the end of the three (3) minutes following valve closure.
- h) Test Failure: If the manhole does not pass either the exfiltration or the vacuum test as described above, or if visible groundwater leakage into the manhole is observed, the Contractor shall locate leak and make repairs acceptable to the Owner's Representative, and retest the manhole. Records of all manhole testing shall be made available to the Owner's Representative at the close of each working day or as otherwise directed.
- i) Inspection: The Owner's Representative shall make a visual inspection of each manhole after it has passed the testing requirements and is considered to be in final condition. The inspection shall determine the completeness of the manhole. Any defects shall be corrected to the Engineer's satisfaction.

04. MEASUREMENT AND PAYMENT:

The work performed in accordance with this item is considered incidental to the work in other bid items. No separate consideration or payment will be made for work hereunder.

DIVISION 3 - CONCRETE

SECTION E

CONSTRUCTION JOINTS AND WATERSTOPS

01. GENERAL:

This section covers construction joints, expansion joints and the placing of waterstops where such are indicated on the Plans.

Construction joints shall be of the type indicated on the Drawings and shall be located as shown on the Plans, unless otherwise approved by the Engineer.

02. MATERIALS:

a.) Water stops

- i. Provide hydrophilic rubber waterstop as supplied by Greenstreak, HYDROTITE or approved equal. Waterstop profile number to be per manufacturer recommendations for application.
- ii. The waterstop shall be a combination of chloroprene rubber and chloroprene rubber modified to impart hydrophilic properties.
- iii. The waterstop shall have a delay coating to inhibit initial expansion due to moisture present in fresh concrete.
- iv. Performance Requirements as follows:

Chloroprene Rubber

Property	Test Method	Required Limits
Tensile Strength	ASTM D 412	1300 PSI min.
Ultimate Elongation	ASTM D 412	400% min.
Hardness (Shore A)	ASTM D 2240	50 +/- 5
Tear Resistance	ASTM D 624	100 lb/inch min.

Modified Chloroprene (Hydrophilic) Rubber

Property	Test Method	Required Limits
Tensile Strength	ASTM D 412	350 PSI min.
Ultimate Elongation	ASTM D 412	600% min.
Hardness (Shore A)	ASTM D 2240	52 +/- 5
Tear Resistance	ASTM D 624	50 lb/inch
Expansion Ratio	Volumetric Change - Distilled Water @ 70° F	3 to 1 min.

- v. Provide Greenstreak , or approval equal, Rubber Adhesive to secure waterstop to smooth, dry concrete.

- vi. Provide Greenstreak 7300 , or approved equal, two component epoxy gel to secure waterstop to rough, wet (or dry) concrete.
- vii. Provide LEAKMASTER, or approved equal, single component hydrophilic sealant to secure waterstop to rough, dry concrete.
- viii. Provide cyanacrylate adhesive (super glue) for all splices.
- ix. Provide single component hydrophilic sealant, as addition to cyanacrylate adhesive at all splices for added insurance.

b.) Preformed Asphalt Fiber Joint Material for Expansion Joints:

Asphalt fiber sheet filler shall consist of preformed strips of inert material impregnated with asphalt. It shall be of the thickness shown on the Plans or indicated in these Specifications.

The sheet filler shall conform to the requirements of AASHO Specification M-59 with the following provisions:

- i. The asphalt content shall be 35% to 50% by weight of the joint filler after drying at 325-degrees F for one (1) hour.
- ii. The sheet filler shall be of such character that it will not be deformed by ordinary handling during hot weather, nor become hard and brittle in cold weather. It shall be of a tough, resilient, durable material not affected by weathering.

03. INSTALLATION :

a.) Water Stops

Follow approved manufacturer recommendations.

- i. Cut coil ends square (or at proper angle for mitered corners) with shears or sharp blade to fit splices together without overlaps.
- ii. Splices shall be sealed using cyanacrylate adhesive (super glue) and single component hydrophilic sealant.
- iii. Seal watertight any exposed cells of waterstop using single component hydrophilic sealant.
- iv. Forming Requirements

Waterstop construction joint profiles are installed after the form is stripped from the first pour and before the second concrete pour is made. Waterstop is to be installed in a groove angle at the joint face to accept the construction joint profile as per plans. Installing the construction joint profile in a formed groove will reduce the risk of the profile shifting during the placement of concrete. Due to the hydrophilic nature of the hydrophilic rubber waterstop product, installation of the profile should be timed as close as possible to the second placement of concrete. This will reduce the chance for premature expansion of hydrophilic rubber waterstop due to rainwater or ground water exposure. When extended periods are expected between pours along a common joint line, install hydrophilic rubber waterstop to a point slightly beyond the end of the first expected pour. Protect exposed length of hydrophilic rubber waterstop from moisture. In the event the exposed hydrophilic rubber waterstop exhibits expansion before the next placement of concrete, remove swelled material before splicing to a new length of hydrophilic rubber waterstop. Follow splicing instructions listed below.

v. Splicing

Hydrophilic rubber waterstop construction joint profiles are designed with a cellular cross section. The cellular cross section allows the profile to compress slightly when concrete is placed and rebound as the concrete shrinks during curing. The cellular cross section also acts to control the expansive force placed on the surrounding concrete. Straight lengths of construction joint profiles should be cut square with a sharp knife or good pair of shears. Place several drops of a cyanoacrylate type adhesive (super-glue) on the cut ends of hydrophilic rubber waterstop and immediately join the ends together. Hold in position for approximately 30 seconds to allow the adhesive to set. Proper alignment and bonding of the cut ends will prevent water entering the cells of the profile. Future hydration of the waterstop will further seal the bond area.

Flat 900 corners should be spliced by miter cutting the two ends at 45° and proceeding in a manner similar to the above. Where space permits and for certain product profiles, hydrophilic rubber waterstop can be bent to an inside radius of approximately 2 inches about its long axis, thus eliminating a spliced joint. Flat "T's" and "X's" should be made by butt splicing the legs with the use of Cyanoacrylate adhesive. Vertical 900 corners, vertical "T's" and vertical "X's" should be butted and bonded with the Cyanoacrylate adhesive. All splices shall be further enhanced by placing a bead of single component hydrophilic sealant at the splice.

vi. Bonding to Concrete

Remove all dust, oil, laitance, etc. from concrete surface prior to adhering hydrophilic rubber waterstop. Depending on concrete surface conditions, one of several adhesives can be used. Normal forming practice leaves a sufficiently smooth surface for direct bonding of hydrophilic rubber waterstop to the concrete by one of several methods. Some profiles are available with an adhesive backing. Simply remove the release paper and press the profile firmly against the concrete in the desired location. Hydrophilic rubber waterstop profiles can also be secured with a chloroprene rubber compatible adhesive. The adhesive should be applied to both the hydrophilic rubber waterstop profile and the concrete surface and allowed to dry to a tacky condition. Once this condition is met, place the hydrophilic rubber waterstop profile into position. These methods work well when concrete surfaces are smooth and dry.

Concrete surfaces left rough due to jack hammering, extensive weathering, etc. should be brought to a smooth level condition. A single component swellable sealant can be used for this purpose when the concrete surface is dry. Apply a sufficient bead of single component hydrophilic sealant to the rough concrete to insure that a smooth level surface will result. The hydrophilic rubber waterstop profile should be placed in position within 4 hours. Concrete nails may be used on vertical or overhead surfaces to hold the profile in position while the single component hydrophilic sealant cures. A 2-part epoxy may also be used to level rough, wet concrete surfaces to bond hydrophilic rubber waterstop profiles in position. The hydrophilic rubber waterstop profile should be applied to the bed of epoxy prior to final cure, approximately 30 minutes. Again, concrete nails may be used on vertical or overhead applications.

vii. Important Precautions

Hydrophilic rubber waterstop construction joint type profiles should be used primarily in site formed concrete joints where limited movement is expected. Hydrophilic rubber waterstop protects a joint from water migration by creating a compressive seal within the joint. Joints with excessive movement will diminish this compressive seal and compromise the seals' effectiveness. While hydrophilic rubber waterstop CJ profiles can be wet-dry cycled many times, a constantly damp and/or wet environment is preferred. Cracking of the concrete,

caused by the expansion pressure of hydrophilic rubber waterstop, can be avoided by maintaining a 2" minimum concrete coverage. Increase this coverage if lightweight or low strength concrete (<3000 PSI compressive strength) is used. Hydrophilic rubber waterstop should be stored in a cool, dark, dry place. Exposure to moisture prior to installation may expand the hydrophilic rubber waterstop prematurely. If hydrophilic rubber waterstop is installed in an expanded condition, the effectiveness of the seal may be severely reduced. Once installed, adequate measures should be taken to prevent exposure to rain water, ground water, etc. before the joint is covered with concrete.

b.) Expansion Joints:

Expansion joints of the size and type shown on the Plans, or specified herein, shall be placed in concrete pavement or structures as shown on the Plans.

04. MEASUREMENT AND PAYMENT:

No separate payment will be made for work covered under this section of the Specifications, and all costs in connection therewith shall be included in the Contract Price for the items to which the work is incident.

2020 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
CITY OF MANOR, TEXAS

DIVISION 3 - CONCRETE

SECTION F

PRECAST CONCRETE01. GENERAL:

A. Scope: Furnish materials, labor and equipment required for fabrication and erection of pre-cast concrete. Contractor shall submit shop drawings showing sizes, openings, fabrication, anchorage, reinforcement, finishes, and other pertinent information to Engineer for approval prior to precasting.

B. Coordination with Other Trades: All plumbing, electrical, concrete inserts, hangers, anchors, and similar items of work required by other trades to be built into the concrete work will be provided and located by that particular trade. This Contractor shall assist other contractors as necessary in setting these items and he shall take precautions to protect them after they have been set. He shall replace or repair at his expense all displacement or damage of these items caused by his operation.

02. MATERIAL:

A. General: Pre-cast concrete sections shall have dimensions as shown on the drawings. All concrete and related appurtenances shall be in conformance with all provisions of Division 3 Cast-in-Place concrete. Lifting attachments shall be as required for contractor's handling without breaking or damage.

B. Roof Slabs: Precast concrete roof slabs shall be hollow core slabs with pretensioned, prestressed strands. Slabs shall be cast in 48-inch widths, unless otherwise noted.

C. Fabrication and Design:

1. Design of precast concrete slabs shall be in accordance with the latest edition of ACI 318.
2. Concrete shall have a minimum compressive strength of 5,000 psi at 28 days.
3. Precast concrete slabs shall be designed and reinforced for all superimposed dead and live loads.
4. Prestressing strands shall be pretensioned by either a dead weight system or a single strand jacking system. Strands shall be marked for slippage, and if slippage occurs, strand shall be detensioned and restressed. Tension of strand shall be checked to insure accurate results.
5. Prestressing strands will be released when concrete reaches a strength of 3,000 psi or greater.
6. Precast concrete slabs shall be wet or steam cured and shall be clean, smooth, and straight without fins, broken edges, or structural defects prior to delivery.

D. Allowable Tolerances:

1. Length of precast units shall be $\pm \frac{1}{2}$ inch of the length indicated on the approved shop drawings.
2. Width of precast concrete units: $\pm \frac{1}{4}$ inch
3. Thickness of precast concrete units $\pm \frac{1}{8}$ inch.
4. Location of inserts within units: ± 1 inch.
5. Differential camber between adjacent units of the same design: $\pm \frac{1}{4}$ inch per 10 ft.

E. Source Quality Control: Cylinder tests of concrete quality shall be made by manufacturer in accordance with ASTM C 192, for each mix design, for each day of production, or for each 10 cubic yards of concrete.

F. Submittals: Submit 5 copies of shop drawings for approval prior to fabrication. Drawings shall show position, span, dimensions, reinforcement, location of anchor plates or clips as required, openings, hanger spacing and anchoring details.

G. Concrete: Portland cement shall conform to ASTM C 150.

H. Aggregate: Normal weight aggregate shall conform to ASTM C33, for fine to course gradation. Lightweight aggregate shall conform to ASTM C 330, for fine to course gradation.

I. Admixtures: Chemical admixtures shall conform to ASTM C 494. Calcium chloride shall not be used. Water shall be free from foreign materials in amounts harmful to concrete.

J. Prestressing Strands: shall be uncoated 7 wire strands conforming to ASTM A 416, Grade 250 or 270.

K. Bearing Pads: Bearing pads shall be non-staining pressed or tempered wood, or multipolymer plastic.

L. Inserts: Weld inserts, anchor plates, etc. shall be as shown on drawings as required for anchoring slabs to supports.

M. Headers: Headers required to safely carry design loads shall be fabricated of steel and be painted with one coat of red primer.

N. Inspection: Each individual precast unit shall be checked at the fabrication site just prior to loading for transportation to the project site. No broken, cracked, spalled, warped or otherwise defective units shall be erected.

O. Storage: Store precast concrete slabs to protect units from contact with soil or ground. Store units on firm surfaces to avoid warping and cracking.

03. INSTALLATION:

A. Transporting Pre-Cast Concrete: Transport pre-cast concrete sections from fabricator to place of final destination by most direct and rapid means practical and in a manner that will prevent damage to castings. Avoid unnecessary handling.

B. Preparation for Placing : Water shall be removed from excavations or seating surfaces before pre-cast concrete is erected. Where castings are placed directly on grade or on earth fills, the subgrade shall be thoroughly moistened, but not made muddy, at the time the concrete is placed.

C. Placing Pre-cast Concrete: Erect pre-cast concrete sections in accordance with fabricator or manufacturer's specifications. Align and place each section in accordance with specifications and grout as required. Caulk or weld all joints and seams to insure waterproof structure.

D. Installation of Roof Slabs:

1. Precast concrete slabs shall be installed according to approved shop drawings and details by mechanics experienced in precast concrete slab erection.

2. Cooperate with other trades to permit inserting of anchors, hangers, etc. Hangers shall be placed before units are grouted.
3. Where indicated on plans precast slab manufacturer shall feather joints with skim coat of latex.
4. Units shall be affected tight and at right angles to bearing surfaces unless shown otherwise. Minimum bearing shall be 2-1/2 inches on steel, 3 inches on concrete and 3-1/2 inches on masonry. Align and level precast concrete slabs using shims.
5. Where weld inserts are shown, precast concrete slab contractor shall weld inserts in slabs to bearing surfaces.
6. Grouting Joints:
 - a) Clean joints before grouting.
 - b) Grout for joints shall be 1 part Portland cement, 3 parts sand, and water.
 - c) Fill joints between units with grout.
 - d) Remove grout that seeped through to ceiling below before grout hardens.
7. All openings required in the precast slabs shall be indicated on the structural plans.
8. Weld angles, anchor inserts in bearing surfaces and supporting structures shall be installed plumb to line and grade prior to erection of slabs. Contractor shall verify that structure and anchorage inserts are within allowable tolerances.
9. All bearing surfaces including lintels to be installed prior to slab erection.
10. Where masonry walls are used as bearing surfaces, the top course shall be solid.

E. Adjust And Clean: Remove rubbish and debris resulting from precast concrete slab work from premises upon completion. After erection and grouting is completed the general contractor will be responsible for the protection of the slabs.

04. MEASUREMENT AND PAYMENT: The work performed in accordance with this item is considered incidental to the work in lump sum bid items. No separate consideration or payment will be made for work hereunder



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Timmermann GP, LLC for a water easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 40' water easement and 10' temporary construction easement are required for the construction of the East US 290 Waterline. The City is agreeing to \$20,279.00 monetary compensation for the easements.

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

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

- *Purchase Contract*

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the purchase contract with Timmermann GP, LLC for a water easement with temporary construction easement.

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

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

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

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

TOTAL PRICE: \$20,279.00 shall be paid by the City for the permanent and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained.

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

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

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

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

The City agrees to prepare the Utility Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs, if any.

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

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

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

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

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

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

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

Date: _____

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

SELLER:

**TERRELL TIMMERMANN FARMS, LP,
A Texas limited partnership**

**By: Timmermann GP, LLC,
A Texas limited liability company
As its General Partner**

By: *Geraldine Timmermann*
Geraldine Timmermann, Manager

By: *Barth Timmermann*
Barth Timmermann, Manager

Project Name: East US 290 Water Line CIP W-17
Parcel No.: 5
TCAD Tax ID: 236859

JOINDER BY TENANT

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

EXECUTED THIS _____ day of _____, 2021.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

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

Seller

Date



EXHIBIT "A"

Page 1 of 3

1.179 AC. WATER LINE EASEMENT
 0.294 AC. TEMPORARY CONSTRUCTION EASEMENT
 TERRELL TIMMERMANN FARMS, LP

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1.179 AC. WATER LINE EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the westerly line of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas, same being the easterly line of said 29.764 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to an iron rod with illegible cap found the northerly line of U.S. Highway 290 (R.O.W. varies), at the common southerly corner of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 29.764 Acre Tract, passing at a distance of 668.54 feet, a Type 1 TXDOT monument found and continuing for a total distance of 1280.85 feet to a calculated point, for the southwesterly corner of said 29.764 Acre Tract and the herein described tract;

THENCE N27°39'32"E, with the westerly line of said 29.764 Acre Tract, passing at a distance of 31.33 feet, an iron rod with "Bury and Partners" Cap found in the easterly line of Paseo De Presidente Blvd. (90' R.O.W.), dedicated by plat of Presidential Glen, Phase 1A, a subdivision of record in Document No. 200700238, Official Public Records of Travis County, Texas, at the most southerly corner of Lot 4, Block KK of said Presidential Glen, Phase 1A and continuing for a total distance of 59.76 feet to a calculated point in the common line of said Lot 4 and said 29.764 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 15.34 feet to a calculated point;
2. N85°56'57"E, a distance of 1264.61 feet to the **POINT OF BEGINNING**, containing an area of **1.179 ACRES OF LAND MORE OR LESS.**

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

BEGINNING at a calculated point in the westerly line of said 52.7158 Acre Tract same being the easterly line of said 29.764 Acre Tract, at the northeasterly corner of the herein described 1.179 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;

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

Page 1 of 2



THENCE over and across said 29.764 Acre Tract, with the northerly line of said 1.179 Acre Water Line Easement Tract, the following two (2) courses:

- 1. S85°56'57"W, a distance of 1264.61 feet to a calculated point;
- 2. N49°03'03"W, a distance of 15.34 feet to a calculated point in the easterly line of said Lot 4, and the westerly line of said 29.764 Acre Tract, at the northwesterly corner of said 1.179 Acre Water Line Easement Tract, for the southwesterly corner of the herein described tract;

THENCE N27°39'32"E, with the common line of said 29.764 Acre Tract and said Lot 4, a distance of 11.39 feet to a calculated point, for the northwesterly corner of the herein described tract;

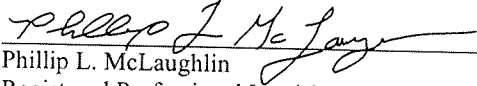
THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

- 1. S49°03'03"E, a distance of 14.89 feet to a calculated point;
- 2. N85°56'57"E, a distance of 1265.44 feet to a calculated point in the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 11.93 feet to the **POINT OF BEGINNING**, containing an area of **0.294 ACRES OF LAND MORE OR LESS.**

Attachments: 20193_GR-WLE3-EX

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


 Phillip L. McLaughlin 07-13-20
 Registered Professional Land Surveyor
 State of Texas No. 5300

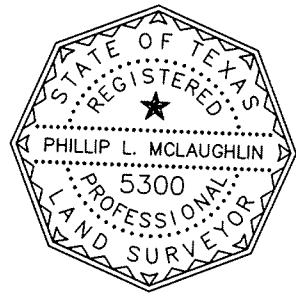
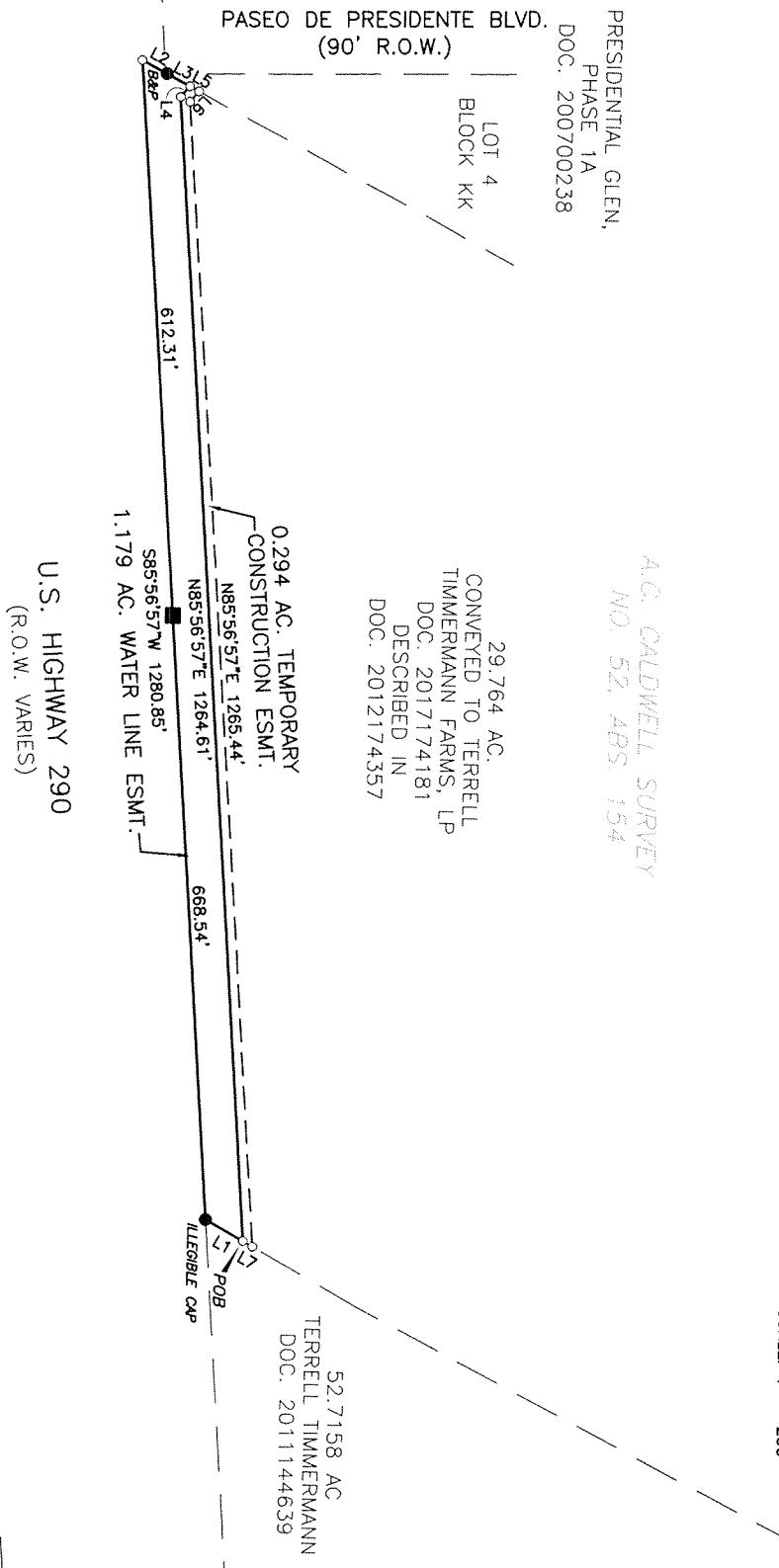


EXHIBIT "A"
Page 3 of 3

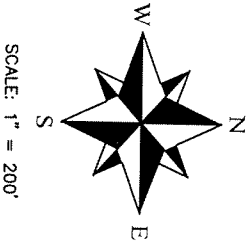


LEGEND

- B&P
- IRON ROD WITH BURY & PARTNERS CAP FOUND
- IRON ROD WITH ILLEGIBLE CAP FOUND
- TYPE 1 TXDOT MONUMENT FOUND
- CALCULATED POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S28°59'13"W	47.71'
L2	N27°39'32"E	31.33'
L3	N27°39'32"E	28.43'
L4	S49°03'03"E	15.34'
L5	N27°39'32"E	11.39'
L6	S49°03'03"E	14.89'
L7	S28°59'13"W	11.93'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20193_GR-WLE3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

COPY

EXHIBIT "B"

Page 1 of 5

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

UTILITY EASEMENT

COPY

DATE: _____, 2021

GRANTOR: **Terrell Timmermann Farms, L.P., a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County):
501 Vale Street, Austin, Travis County, Texas 78746

GRANTEE: **CITY OF MANOR**

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

LIENHOLDER: _____

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

PROPERTY:

A varying width utility easement, containing 1.179 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A", attached hereto and made a part hereof for all purposes.

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

COPY

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, parking, drainage, landscaping and signage on, in, under, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.
2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

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

In addition, **GRANTOR, FOR THE CONSIDERATION** paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a temporary work and construction easement ("Temporary Work Easement") for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of a water lines, piping, pumps, and other facilities necessary for the supplying of water or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A ten foot (10') wide temporary construction easement containing 0.294 acres as described in Exhibit "A", attached hereto and incorporated herein for all purposes.

(hereinafter the "PROPERTY"), together with the right and privilege at any and all times, while this temporary construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this Temporary Work Easement shall terminate and expire. Notwithstanding the foregoing, if the Temporary Work Easement has not expired previously, the Temporary Work Easement shall automatically expire on December 31, 2022.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE'S**

COPY

successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

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

GRANTOR:

Terrell Timmermann Farms, L. P.
a Texas limited partnership

By: **Timmermann GP, LLC,**
a Texas limited liability company,
as General Partner

By: _____
Geraldine Timmermann, Manager

By: _____
Barth Timmermann, Manager

ACCEPTED:

GRANTEE: City of Manor, Texas:

COPY

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §
COUNTY OF TRAVIS §

COPY

This instrument was acknowledged before me on this ____ day of _____, 2021, by Geraldine Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Terrell Timmermann Farms, L. P. , a Texas limited partnership, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Barth Timmermann, Manager of Timmermann GP, LLC, a Texas limited liability company, General Partner of Terrell Timmermann Farms, L. P. , a Texas limited partnership, in the capacity and on behalf of said limited partnership, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COPY

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2021, by personally appeared Dr. Larry Wallace, Jr., Mayor of City of Manor, Grantee herein, known to me the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity there in stated.

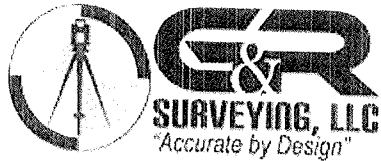
COPY

Notary Public, State of Texas
My commission expires: _____

Project Name: East US 290 Water Line CIP W-17
Parcel No. 5
TCAD No. 236859

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

COPY



1.179 AC. WATER LINE EASEMENT
 0.294 AC. TEMPORARY CONSTRUCTION EASEMENT
 TERRELL TIMMERMANN FARMS, LP

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 47.71 feet to an iron rod with illegible cap found the northerly line of U.S. Highway 290 (R.O.W. varies), at the common southerly corner of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 29.764 Acre Tract, passing at a distance of 668.54 feet, a Type 1 TXDOT monument found and continuing for a total distance of 1280.85 feet to a calculated point, for the southwesterly corner of said 29.764 Acre Tract and the herein described tract;

THENCE N27°39'32"E, with the westerly line of said 29.764 Acre Tract, passing at a distance of 31.33 feet, an iron rod with "Bury and Partners" Cap found in the easterly line of Paseo De Presidente Blvd. (90' R.O.W.), dedicated by plat of Presidential Glen, Phase 1A, a subdivision of record in Document No. 200700238, Official Public Records of Travis County, Texas, at the most southerly corner of Lot 4, Block KK of said Presidential Glen, Phase 1A and continuing for a total distance of 59.76 feet to a calculated point in the common line of said Lot 4 and said 29.764 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 15.34 feet to a calculated point;
2. N85°56'57"E, a distance of 1264.61 feet to the **POINT OF BEGINNING**, containing an area of **1.179 ACRES OF LAND MORE OR LESS.**

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

BEGINNING at a calculated point in the westerly line of said 52.7158 Acre Tract same being the easterly line of said 29.764 Acre Tract, at the northeasterly corner of the herein described 1.179 Acre Water Line Easement Tract, for the southeasterly corner of the herein described tract;



THENCE over and across said 29.764 Acre Tract, with the northerly line of said 1.179 Acre Water Line Easement Tract, the following two (2) courses:

1. S85°56'57"W, a distance of 1264.61 feet to a calculated point;
2. N49°03'03"W, a distance of 15.34 feet to a calculated point in the easterly line of said Lot 4, and the westerly line of said 29.764 Acre Tract, at the northwesterly corner of said 1.179 Acre Water Line Easement Tract, for the southwesterly corner of the herein described tract;

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THENCE over and across said 29.764 Acre Tract, the following two (2) courses:

1. S49°03'03"E, a distance of 14.89 feet to a calculated point;
2. N85°56'57"E, a distance of 1265.44 feet to a calculated point in the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S28°59'13"W, with the common line of said 52.7158 Acre Tract and said 29.764 Acre Tract, a distance of 11.93 feet to the **POINT OF BEGINNING**, containing an area of **0.294 ACRES OF LAND MORE OR LESS.**

Attachments: 20193_GR-WLE3-EX

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

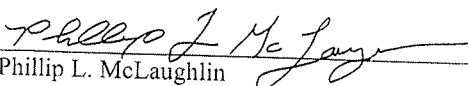

 Phillip L. McLaughlin 07-13-20
 Registered Professional Land Surveyor
 State of Texas No. 5300

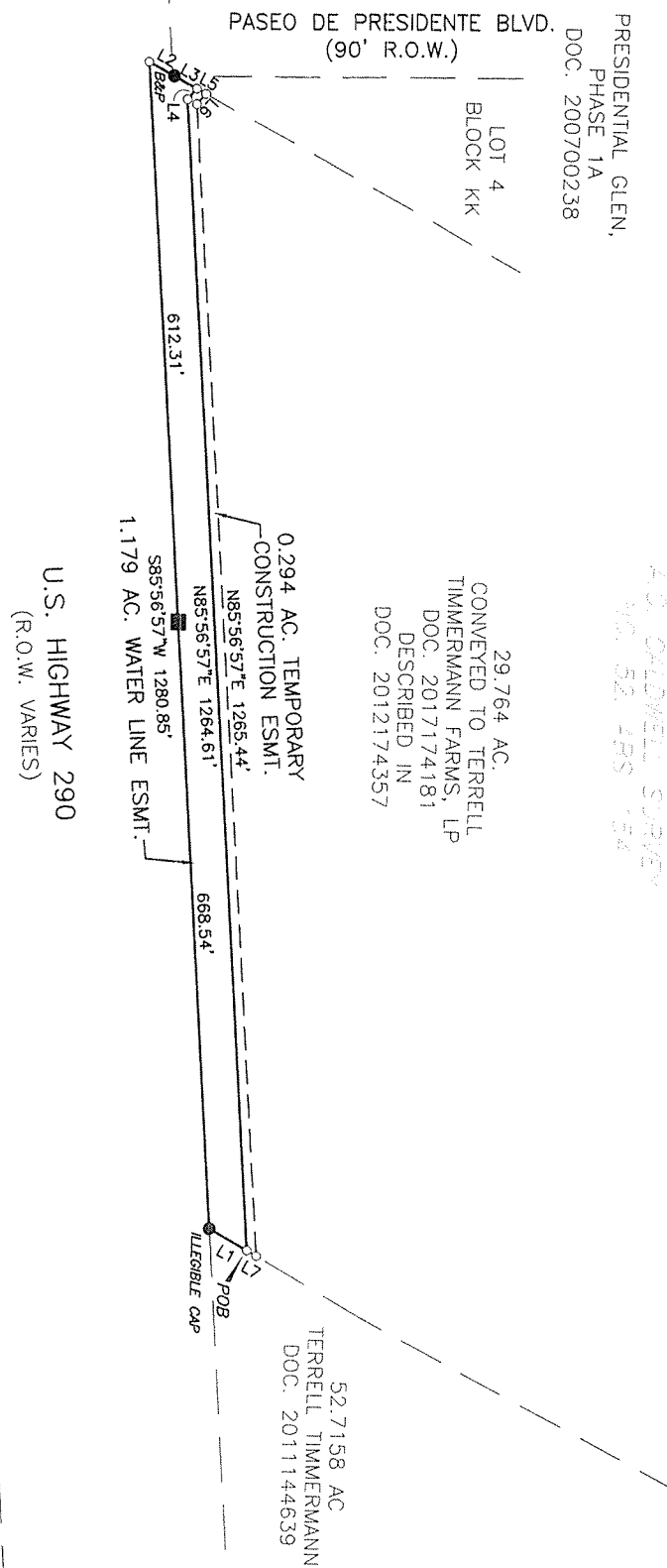
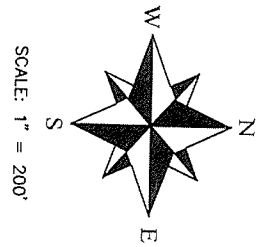


EXHIBIT "A"
Page 3 of 3

- LEGEND**
- B&P IRON ROD WITH BURY & PARTNERS CAP FOUND
 - ILLIBLE IRON ROD WITH ILLIBLE CAP FOUND
 - TYPE 1 TXDOT MONUMENT FOUND
 - CALCULATED POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S28°59'13"W	47.71'
L2	N27°39'32"E	31.33'
L3	N27°39'32"E	28.43'
L4	S49°03'03"E	15.34'
L5	N27°39'32"E	11.39'
L6	S49°03'03"E	14.89'
L7	S28°59'13"W	11.93'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20193_GR-WLE3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 20193
FILE: L:\20193_GR-ESMT BASE
DATE: JULY 13, 2020

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 29.764 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN FARMS, LP IN DOCUMENT NO. 2017174181 AND DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 2012174357, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the Purchase Contract with Krantz Properties, LLC for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 25' wastewater easement and 25' temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. The City is agreeing to \$6,850 monetary compensation for the easements.

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

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

- *Purchase Contract*

STAFF RECOMMENDATION:

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

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

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

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

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

TOTAL PRICE: \$6,850.00 shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained.

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

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

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

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

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

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

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBITS "C", "C-1" and "C-2"**.

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

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

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

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

Date: _____

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

SELLERS:

**Krantz Properties, LLC
a Texas limited liability company**

Date: _____

By: _____
James William Krantz

Title: _____

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 14
TCAD No.: 236991

JOINDER BY TENANT

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

EXECUTED THIS _____ day of _____, 2021.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

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

Seller

Date

EXHIBIT "A"



0.425 AC. WASTEWATER EASEMENT
0.363 AC. TEMPORARY CONSTRUCTION EASEMENT
KRANTZ PROPERTIES, LLC

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

0.425 AC. WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with All Star Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said 22.78 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE N86°47'44"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 22.78 Acre Tract, a distance of 260.00 feet to a calculated point, for the northeasterly corner of the herein described tract, from which a Type 1 TXDOT monument found in the southerly line of said U.S. Highway 290, bears N86°47'44"E, a distance of 575.53 feet;

THENCE over and across said 22.78 Acre Tract, the following two (2) courses:

1. S15°37'34"E, a distance of 207.32 feet to a calculated point;
2. S63°48'16"E, a distance of 226.57 feet to an iron rod with RPLS 1847 Cap found in the easterly line of said 22.78 Acre Tract, at the common westerly corner of a 31.08 acre tract, described in a deed of record to Eugene Juby, Et Al, in Volume 7689, Page 811, Deed Records of Travis County, Texas and a 242.07 acre tract, described in a deed of record to Capital Youth Soccer Association, in Document No. 2000012678, Official Public Records of Travis County, Texas;

THENCE S27°04'50"W, with the common line of said 242.07 Acre Tract and said 22.78 Acre Tract, a distance of 25.00 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE over and across said 22.78 Acre Tract, the following three (3) courses:

1. N63°48'16"W, a distance of 237.36 feet to a calculated point;
2. N15°37'34"W, a distance of 193.29 feet to a calculated point;
3. S86°47'44"W, a distance of 254.16 feet to a calculated point in the common line of said 22.682 Acre Tract and said 22.78 Acre Tract, for the southwestly corner of the herein described tract;

THENCE N20°28'06"E, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to the **POINT OF BEGINNING**, containing an area of **0.425 ACRES OF LAND MORE OR LESS**.

0.363 AC. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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



COMMENCING at an iron rod with All Star Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas, and said 22.78 Acre Tract, from which a Type 1 TXDOT monument found in the southerly line of said U.S. Highway 290, bears N86°47'44"E, a distance of 835.53 feet;

THENCE S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 22.78 Acre Tract, the following three (3) courses:

1. N86°47'44"E, a distance of 254.16 feet to a calculated point;
2. S15°37'34"E, a distance of 193.29 feet to a calculated point;
3. S63°48'16"E, a distance of 237.36 feet to a calculated point in the easterly line of said 22.78 Acre Tract, same being the westerly line of a 242.07 acre tract, described in a deed of record to Capital Youth Soccer Association, in Document No. 2000012678, Official Public Records of Travis County, Texas, for the northeasterly corner of the herein described tract, from which an iron rod with RPLS 1847 Cap found in the easterly line of said 22.78 Acre Tract, at the common westerly corner of a 31.08 acre tract, described in a deed of record to Eugene Juby, Et Al, in Volume 7689, Page 811, Deed Records of Travis County, Texas and said 242.07 Acre Tract, bears N27°04'50"E, a distance of 25.00 feet;

THENCE S27°04'50"W, with the common line of said 242.07 Acre Tract and said 22.78 Acre Tract, a distance of 25.00 feet to a calculated point, for the southeasterly corner of the herein described tract;

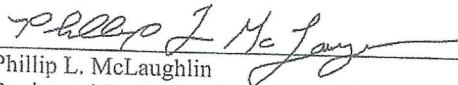
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1. N63°48'16"W, a distance of 248.15 feet to a calculated point;
2. N15°37'34"W, a distance of 189.49 feet to a calculated point;
3. S86°47'44"W, a distance of 241.74 feet to a calculated point in the common line of said 22.682 Acre Tract and said 22.78 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N20°28'06"E, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 21.84 feet to the **POINT OF BEGINNING**, containing an area of **0.363 ACRES OF LAND MORE OR LESS.**

Attachments: 18280_GR-WW- ESMT14-EX

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

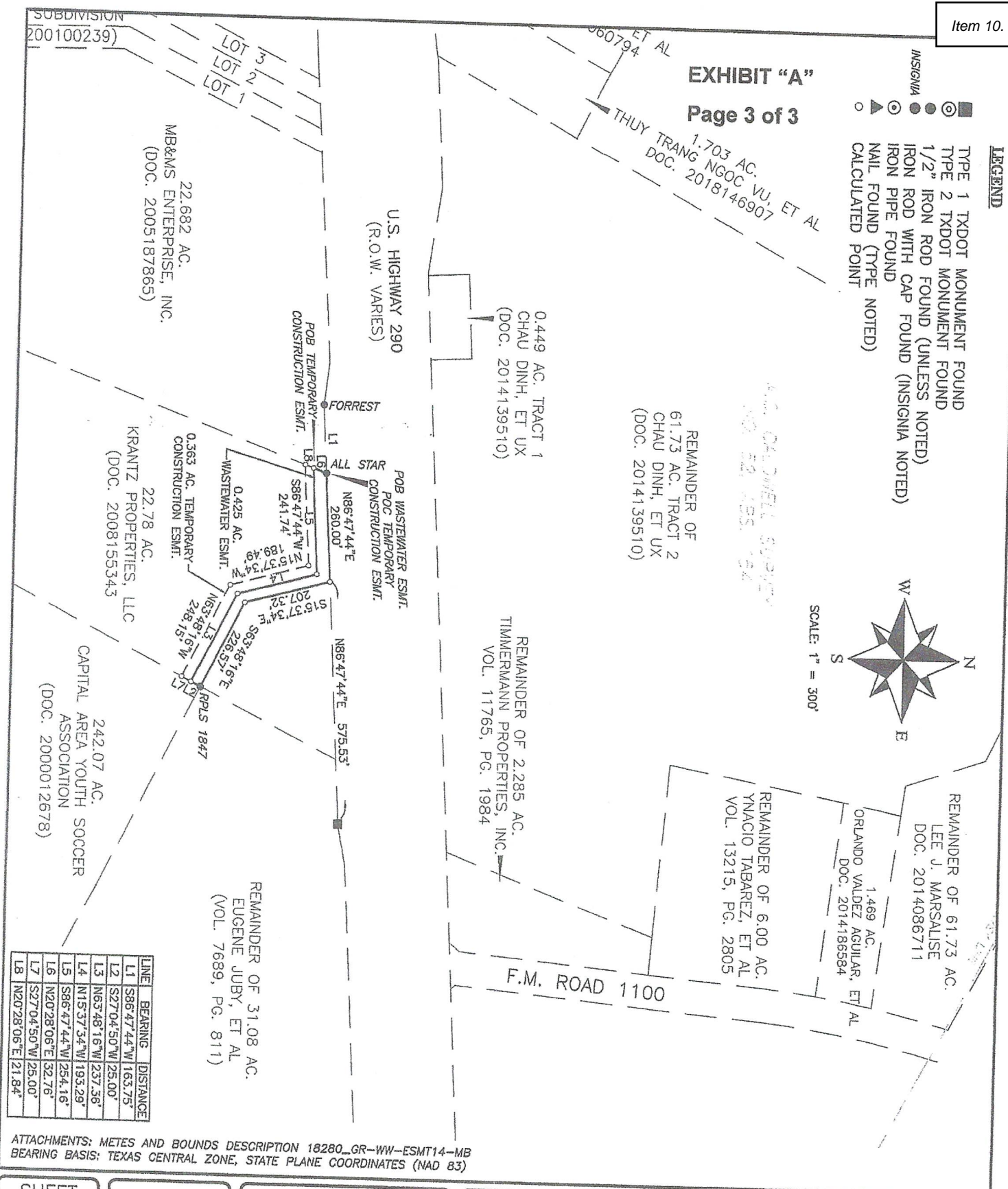
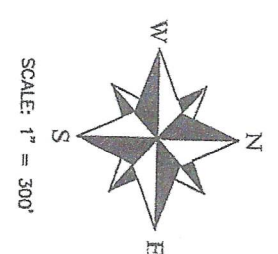

Phillip L. McLaughlin 08-01-19
Registered Professional Land Surveyor
State of Texas No. 5300



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

EXHIBIT "A"
Page 3 of 3

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



LINE	BEARING	DISTANCE
L1	S86°47'44"W	163.75'
L2	S27°04'50"W	25.00'
L3	N63°46'16"W	237.36'
L4	N15°37'34"W	193.29'
L5	S86°47'44"W	254.16'
L6	N20°28'06"E	32.76'
L7	S27°04'50"W	25.00'
L8	N20°28'06"E	21.84'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT14-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
 1 / 1

EXHIBIT

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

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
 SURVEYING, LLC
 1805 QUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000

EXHIBIT "B"

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

WASTEWATER EASEMENT

DATE: _____, 2021

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

GRANTOR'S MAILING ADDRESS (including County):
14807 US Highway 290 E, Manor, Travis County, Texas 78653-4513

GRANTEE: **CITY OF MANOR**

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

LIENHOLDER: _____

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

PROPERTY:

A varying width wastewater easement, containing 0.425 acres, more or less, located in Travis County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, fencing, landscaping and signage on, in,

under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

- a. The "Krantz Select Woods" on-premises sign may remain within the Wastewater Easement. The parties acknowledge and agree that the existing on-premises sign is a nonconforming sign. Any future modifications to the on-premises sign would trigger compliance with the City's current sign regulations contained in Article 15.04 of the City of Manor, Code of Ordinances. During construction of the wastewater line, the contractor will bore under the "Krantz Select Woods" on-premises sign. The City or its contractor will be responsible for any damage to the on-premises sign as a result of the construction of the wastewater line across Grantor's property.
 - b. Grantor agrees to remove the "antique truck" outside of the Wastewater Easement and Temporary Construction Easement areas during construction. The City agrees that the "antique truck" may be parked within the Property after construction of the wastewater line as long as Grantor agrees to move the "antique truck" if the City requires access to the Property for maintenance of the wastewater line.
2. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
 3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

TEMPORARY CONSTRUCTION EASEMENT

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

A varying width temporary work and construction easement, containing 0.363 acres, more or less located in Travis County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

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

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

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

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

GRANTOR:

KRANTZ PROPERTIES, LLC
a Texas limited liability company

By: _____
James William Krantz

Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by James William Krantz, _____ of Krantz Properties, LLC, a Texas limited liability company, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2021, by personally appeared Dr. Larry Wallace, Jr., Mayor of City of Manor, Grantee herein, known to me the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity there in stated.

Notary Public, State of Texas
My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 14
TCAD No.: 236991

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust dated September 18, 2008, recorded in Document No. 2008155344 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____

§

COUNTY OF _____

§

THIS INSTRUMENT was acknowledged before me on _____, 2020, by _____ of _____, a _____, on behalf of said _____.

Notary Public - State of _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 14 – Krantz Properties, LLC
TCAD No.: 236991

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

Exhibit "A"



0.425 AC. WASTEWATER EASEMENT
0.363 AC. TEMPORARY CONSTRUCTION EASEMENT
KRANTZ PROPERTIES, LLC

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 22.78 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO KRANTZ PROPERTIES, LLC IN DOCUMENT NO. 2008155343 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

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BEGINNING at an iron rod with All Star Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said 22.78 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE N86°47'44"E, with the southerly line of said U.S. Highway 290 and the northerly line of said 22.78 Acre Tract, a distance of 260.00 feet to a calculated point, for the northeasterly corner of the herein described tract, from which a Type 1 TXDOT monument found in the southerly line of said U.S. Highway 290, bears N86°47'44"E, a distance of 575.53 feet;

THENCE over and across said 22.78 Acre Tract, the following two (2) courses:

1. S15°37'34"E, a distance of 207.32 feet to a calculated point;
2. S63°48'16"E, a distance of 226.57 feet to an iron rod with RPLS 1847 Cap found in the easterly line of said 22.78 Acre Tract, at the common westerly corner of a 31.08 acre tract, described in a deed of record to Eugene Juby, Et Al, in Volume 7689, Page 811, Deed Records of Travis County, Texas and a 242.07 acre tract, described in a deed of record to Capital Youth Soccer Association, in Document No. 2000012678, Official Public Records of Travis County, Texas;

THENCE S27°04'50"W, with the common line of said 242.07 Acre Tract and said 22.78 Acre Tract, a distance of 25.00 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE over and across said 22.78 Acre Tract, the following three (3) courses:

1. N63°48'16"W, a distance of 237.36 feet to a calculated point;
2. N15°37'34"W, a distance of 193.29 feet to a calculated point;
3. S86°47'44"W, a distance of 254.16 feet to a calculated point in the common line of said 22.682 Acre Tract and said 22.78 Acre Tract, for the southwestly corner of the herein described tract;

THENCE N20°28'06"E, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to the **POINT OF BEGINNING**, containing an area of **0.425 ACRES OF LAND MORE OR LESS.**

0.363 AC. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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



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THENCE S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to a calculated point, for the northwesterly corner and POINT OF BEGINNING of the herein described tract;

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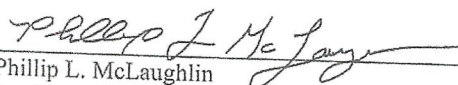
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Attachments: 18280_GR-WW- ESMT14-EX

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

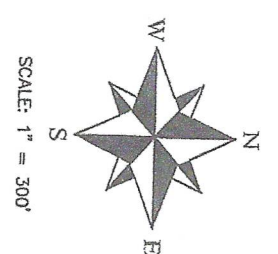

Phillip L. McLaughlin 08-01-19
Registered Professional Land Surveyor
State of Texas No. 5300



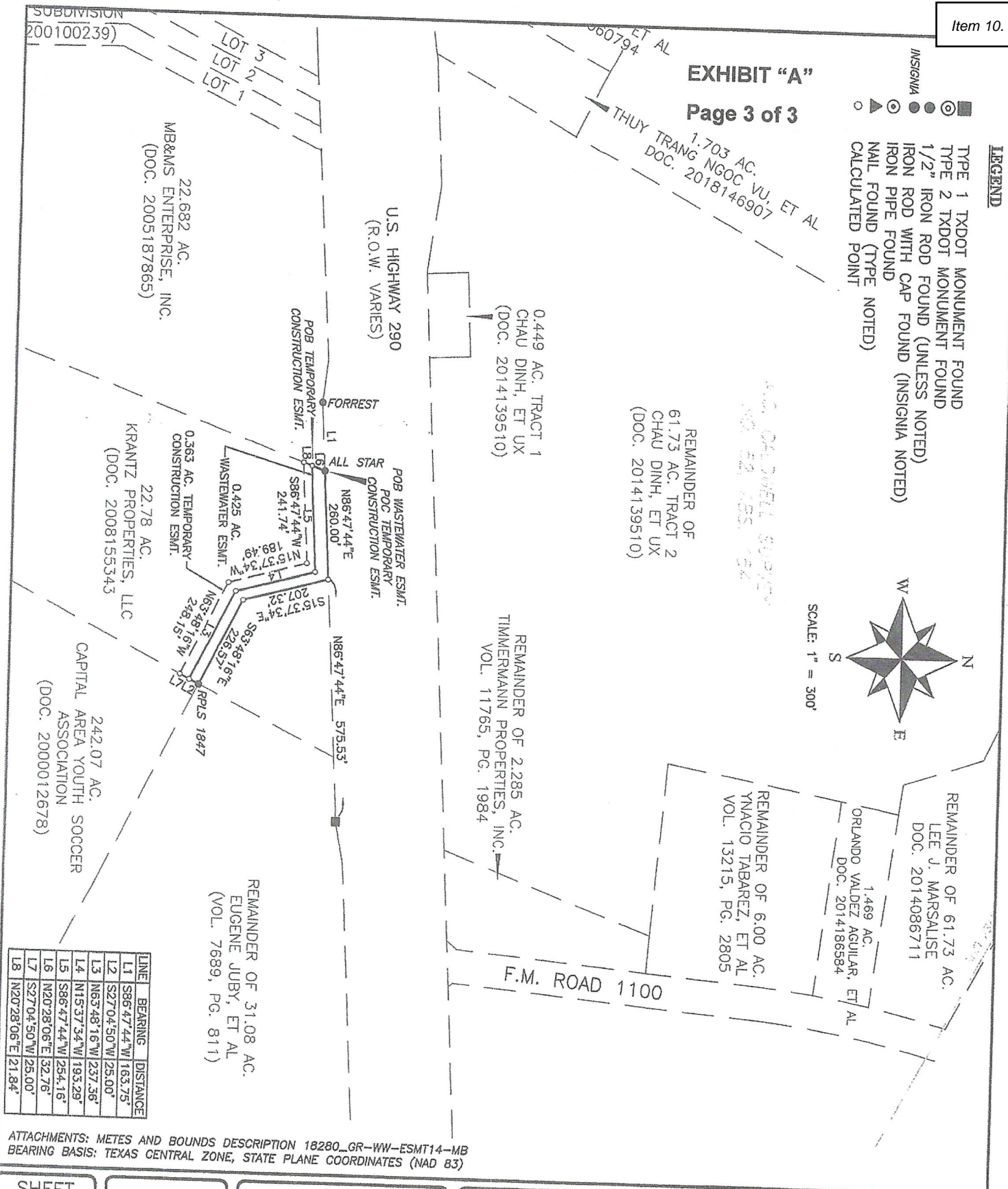
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT "A"
Page 3 of 3

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



SCALE: 1" = 300'



LINE	BEARING	DISTANCE
L1	S86°47'44"W	163.75'
L2	S27°04'50"W	25.00'
L3	N63°48'16"W	237.36'
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L5	S86°47'44"W	254.16'
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L8	N20°28'06"E	21.84'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT14-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
 1

EXHIBIT

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

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G&R
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FRM NO. 10032000

EXHIBIT "C"

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

1. City agrees to provide a commitment to reserve 45 Living Unit Equivalents (LUEs) of wastewater capacity to Owner's 22.78 acre property and Owner agrees to submit a voluntary annexation petition to City in order for the City to annex Owner's 22.78 acre property into the City of Manor at such time Owner is ready to utilize the reserved LUEs for development of Owner's property as more particularly described in the Development Agreement attached as Exhibit "D".
2. City will not require Owner to connect to wastewater line unless Owner takes an action requiring a permit, subdivision of site or site development plan. If a permit is required for expansion to existing facility or for new facility, then City will require that Owner connect to the wastewater line for the permitted improvements/expansion of facilities.
3. The City or its contractors agree to remove and replace the existing fencing located on the west and east property lines for the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any fencing removed during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
4. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survive the closing.

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 14
TCAD No.: 236991
Owner Name: Krantz Properties, LLC

Exhibit "D"

STATE OF TEXAS
COUNTY OF TRAVIS

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DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered between the City of Manor, Texas (the “City”) and Krantz Properties, LLC (the “Owner”). The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) attached hereto and incorporated herein as if fully set forth;

WHEREAS, the City has agreed to reserve up to a maximum of 45 LUEs (living unit equivalents) of wastewater service capacity to the Property;

WHEREAS, the Owner desires to have reserved for the Property 45 LUEs and remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement and the granting of a wastewater easement;

WHEREAS, pursuant to Section 212.172, Texas Local Government Code, the parties agree that the Property will be annexed at such time that the Owner seeks to receive water and/or wastewater service from the City; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals and Extraterritorial Jurisdiction Status of Property.

(a) The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if fully set forth herein.

(b) The Parties agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”). The Parties further agree that the Property shall not be annexed and remain in the City’s ETJ, subject to the terms and conditions of this Agreement.

Section 2. City’s and Owner’s Obligations.

(a) In consideration of the City’s agreement to reserve 45 LUEs for the Property, the City covenants and agrees to the following:

- (1) In the event that Owner acquires any of the properties outlined in yellow in the attached Exhibit “B” identified as MB&MS Enterprise, Eugene Juby, et al, Capital Area Youth Soccer Association and/or Lot 3, Unicorn Equestrian Center Subdivision within five (5) years from the date of execution of this Agreement, then the acquired property can be included in, but not in addition to, the City’s

commitment to provide up to a maximum of 45 LUEs of wastewater service capacity. The same terms and conditions will apply to the adjoining property acquired by Owner as applicable to the Property.

- (2) The proposed wastewater easement being granted by Owner by separate instrument is for the purpose of constructing, maintaining and operating a 12-inch wastewater line which will be available to serve the Property.
 - (3) The commitment for wastewater service by the City to Owner's Property will be available after construction of the 12-inch wastewater line for a period of five (5) years from the date the City places the wastewater line in service. The initial term can be extended for an additional five (5) years if a written request is made by the Owner to the City prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 45 LUEs of wastewater service capacity for the Property.
 - (4) The City's commitment to providing wastewater service to the Property is contingent upon Owner's voluntary annexation into the City of Manor, payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed wastewater facilities, as well as compliance with all applicable Federal, State, and City laws, Ordinances, policies, requirements and procedures.
 - (5) If the Owner is only connecting to the City's wastewater service for the existing structure, the City will not require alterations to the existing structure that would trigger a permit, subdivision of site or site development plan as part of the wastewater service connection. Owner is required to submit a permit, subdivision of site or site development plan for an action to expand or add to the existing structure or construction of a separate structure.
 - (6) No further extensions of this service commitment will be granted under this Agreement.
 - (7) The commitment capacity is transferable to subsequent owners of the Property provided that notice of such transfer is provided to the City Council not less than thirty (30) days prior to any transfer of the property.
 - (8) The LUE capacity is not transferable to any other property except as provided in subsection (a)(1) above and Exhibit "B". An LUE is equivalent to the utility use of a single-family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time.
- (b) In consideration of the Owner's agreement to grant the City a wastewater easement and to annex the Property, the Owner covenants and agrees to the following:

- (1) Owner agrees to sign a petition or request for voluntary annexation into the City at

the time that water and/or wastewater service is requested.

- (2) In order to receive wastewater service, Owner agrees that Owner will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development on the Property in compliance with all applicable City codes and ordinances. Owner agrees that a life-safety inspection of the internal wastewater facilities with the City and Fire Department is suggested and recommended by the City.
- (3) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's request to that the City annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:

- (1) An application or request for water and/or wastewater service by Owner.
- (2) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
- (3) The filing for voluntary annexation of the Property into the City by the Owner.
- (4) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date, with an automatic five (5) year extension if Owner submits a notice pursuant to Section 2.(a)(3).

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 7. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
105 E. Eggleston
P.O. Box 387
Manor, Texas 78653

with copy to:

Paige H. Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, #A105
Austin, Texas 77852

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

with copy to:

Section 8. Covenant Running with the Land. This Agreement shall constitute a covenant that runs with the Property and is binding on future Owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not

trigger a request for voluntary annexation unless there is an occurrence under Section 3.(a).

Section 9. Conveyance of the Property.

(a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless there is an occurrence under Section 3.(a).

(b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City Council consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation of said portion of the Property on terms agreeable to the City.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 20__.

[signature pages follow]

Owner (s)

Printed Name: _____

Printed Name: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public - State of Texas

CITY OF MANOR, TEXAS
a Texas municipal corporation

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

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public - State of Texas

AFTER RECORDING RETURN TO:

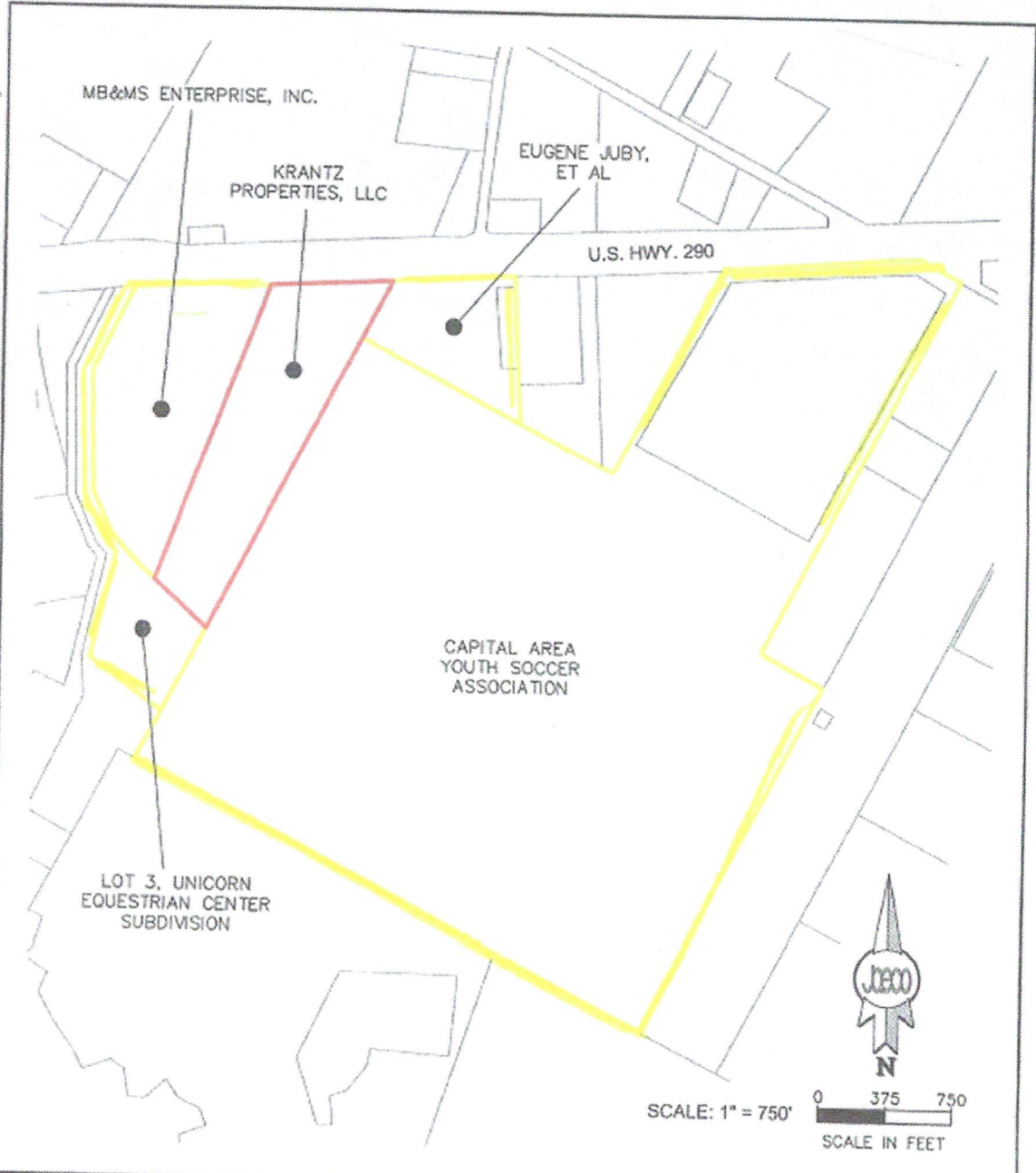
City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

EXHIBIT "A"
Description of the Property

A 22.78 acre tract of land, more or less, described in a deed of record to Krantz Properties, LLC in Document No. 2008155343 of the Official Public Records of Travis County, Texas.

EXHIBIT "B"

PLOT DATE: 6/19/2020 1:19 PM
 USER: Vborra
 FILE: D:\Projects\100 - City of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\EXH-100070-KRANTZ TRACT_06-19-20.dwg



JAY ENGINEERING COMPANY, INC. <small>P.O. Box 1220 Lancaster, TX 76648 Texas Registered Engineering Firm #4726</small>		CITY OF MANOR - COTTONWOOD CREEK COLLECTION SYSTEM IMPROVEMENTS KRANTZ PROPERTY EXHIBIT		
ENGINEER SAMUEL D. KIGER, P.E.	DRAWN BY VDI	DATE 06/19/20	PROJECT NO. 100-070-20	SHEET NO. 01 OF 01



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement for the Palomino Development.

BACKGROUND/SUMMARY:

This 50-acre tract is directly across from the Senior High School. It was rezoned to Two-Family (44 acres) and C-2 Medium Commercial. The development will construct Johnson Road as shown on Thoroughfare Plan. The residential is proposed to be 121 lots (242 units). This development agreement applies building standards like masonry to the residential and non-residential properties that the city otherwise could not enforce. In exchange the city is agreeing to concurrent subdivision review and the Traffic Impact Analysis can be review concurrent with the Preliminarily Plat.

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

- Development Agreement
- Concept Plan (layout)

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve a Development Agreement for the Palomino Development.

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

DEVELOPMENT AGREEMENT FOR THE PALOMINO DEVELOPMENT

This Development Agreement for the Palomino Development (the "Agreement") is made and entered into, effective as of the ___ day of _____, 2021, by and among the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), **Continental Homes of Texas, L.P.**, a Texas limited partnership ("Continental"), and Edward Wolf, individually, **Edward Wolf, as Independent Executor of the Estate of Geraldine Wolf, Deceased, and Ed Wolf, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000** (collectively, "Wolf", and Wolf, collectively with Continental and each individually, the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties". The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) Wolf owns that certain 50.431 acre tract of land located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"). Wolf owns and Continental has contracted to purchase from Wolf that certain 44.036 acre tract out of the Property located in Travis County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the "Continental Residential Property"). Wolf owns and shall retain ownership of the two tracts of land located in Travis County, Texas out of the Property, being: (i) a 3.303 acre tract of land more particularly described in **Exhibit C-1** attached hereto and incorporated herein for all purposes, and (ii) a 3.001 acre tract of land more particularly described in **Exhibit C-2** attached hereto and incorporated herein for all purposes (collectively, the "Wolf Commercial Property").
- (b) Continental and Wolf desire and wish to develop the Property for residential and commercial uses in the **Palomino Development** (the "Development"). Continental is the Developer for the Continental Residential Property, and Wolf is the Developer for the Wolf Commercial Property. The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this Agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developer desires that the City allow for the concurrent review of the plats and plans submitted for the Development and concurrent review of the Traffic Impact Analysis ("TIA") at the time the preliminary plan is submitted to the City for the Development.
- (c) The Developer will benefit from a concurrent review of the plats and plans and the TIA for the Development; and the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations.

The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

- (d) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6 herein, and subject to the limitations set forth in Section 6.

Section 3. Development Standards.

- (a) **Residential Development Requirements.** The exterior wall standards set forth in this section shall apply to the residential structures located on the Property. At least seventy percent (70%) minimum of the exterior façade of the front elevations, and sixty percent (60%) minimum combined on all elevations, of each residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.
- (c) **Architectural Requirement.** The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Property.
- (d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05, as amended, shall apply to all non-residential development on the Property.

- (e) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy for the Continental Residential Property; and compliance with subsections 3(b), (c) and (d) will be a condition of issuance of building permits and certificates of occupancy for the Wolf Commercial Property. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Subject to compliance with the other terms and conditions of this Section 3(e) and this Agreement, the City agrees that it will issue building permits for house starts prior to electric service being completed to the applicable lot and such connection energized, provided all other subdivision development and construction for the development phase in which such lot is located is complete and the City engineer or inspector has completed its inspection of such work and approved such work, except as provided herein. The City agrees that it will issue building permits for house starts and allow home construction to commence prior to completion of installation and energizing of street lights, and Continental acknowledges that the City will not issue a certificate of occupancy for a home until installation and energizing of street lights and approval thereof by the City engineer or inspector. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.
- (f) **Timing of Platting.** The Developer agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s) for the Property. Upon each submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.
- (g) **Traffic Impact Analysis.** A TIA may be submitted for review and approval to the City of Manor, Texas Department of Transportation and Travis County, as may be applicable, concurrent with the submittal of the preliminary plat for the Development. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Each Developer's rights and obligations under this Agreement may be assigned by such Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by a Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, subject to Section 5(c) below. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.
- (c) This Agreement shall not apply to any structure for which a certificate of occupancy has been issued, and this Agreement is not binding upon a homeowner who purchases such structure. Individual homeowners are not subject to this Agreement, and this Agreement shall not be an encumbrance on title to any lot with a home which is sold to a homebuyer and for which a certificate of occupancy has been issued.
- (d) Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement incident to the development of the Continental Residential Property shall be the sole obligation of Continental. The obligations set forth in this Agreement incident to the development of the Wolf Commercial Property shall be the sole obligation of Wolf.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The City agrees that Continental and Wolf (or their applicable successors and assigns) are independent and are not

partners or joint venturers and are not liable, to the City or any other person, entity, or governmental authority, for any act, omission, or default of the other Developer party. Therefore, the City agrees that in no event shall the termination of this Agreement as to Continental because of a default by Continental or as to Wolf because of a default by Wolf, should the City have and elect to exercise such remedy, result in the termination of this Agreement as to the other Developer Party. Therefore, (i) if Continental defaults and the City terminates this Agreement as to Continental, then this Agreement will continue in full force and effect as between the City and Wolf, and (ii) if Wolf defaults and the City terminates this Agreement as to Wolf, then this Agreement will continue in full force and effect as between the City and Continental. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys' Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other material causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except

as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to Continental shall be addressed:

Continental Homes of Texas, L.P.
Attn: Mr. Adib R. Khoury
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750
E-mail: arkhoury@drhorton.com
jstraub@drhorton.com

with copy to:

Timothy C. Taylor, Esq.
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701-4042
E-mail: ttaylor@jw.com

Any notice mailed to Wolf shall be addressed:

Edward Wolf
2868 County Road 267
Cameron, Texas 76520

Phone: 254.697.4137
E-mail: edwolf@farm-market.net

with copy to:

Racy L. Haddad, Esq.
Coats Rose, P.C.
Terrace 2
2700 Via Fortuna, Suite 350
Austin, Texas 78746
Phone: 512.541.3594; Fax: 512.469.9408
Email: rhaddad@coatsrose.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof. Provided, however, the City and Developer agree that individual homeowners or third party purchasers who have purchased a lot with a home or commercial building located thereon for which a certificate of occupancy has been issued are not parties to this Agreement and not necessary parties for any amendment hereto.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture between or among the Parties or any of them. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority

to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

Section 19. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 20. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 21. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 22. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description

Exhibit B – Continental Residential Property

Exhibit C-1 – Wolf Commercial Property (North Tract)

Exhibit C-2 – Wolf Commercial Property (South Tract)

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED in multiple originals this the ____ day of _____, 2021.

CITY:

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

Attest:

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

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

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DEVELOPER – CONTINENTAL:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2021, by _____, _____ of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

[SEAL]

Notary Public, State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DEVELOPER – WOLF:

Edward Wolf

Edward Wolf, Independent Executor of the
Estate of Geraldine Wolf, Deceased

Ed Wolf, Trustee of all of the Trusts under
the Last Will and Testament of
Mitchell Wolf, Deceased,
dated October 5, 2000

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day
of _____, 2021, by Edward Wolf, individually.

[SEAL]

Notary Public ★ State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2021, by Edward Wolf, Independent Executor of the Estate of Geraldine Wolf, Deceased.

[SEAL]

Notary Public ★ State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2021, by Ed Wolf, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000.

[SEAL]

Notary Public ★ State of Texas

EXHIBIT A

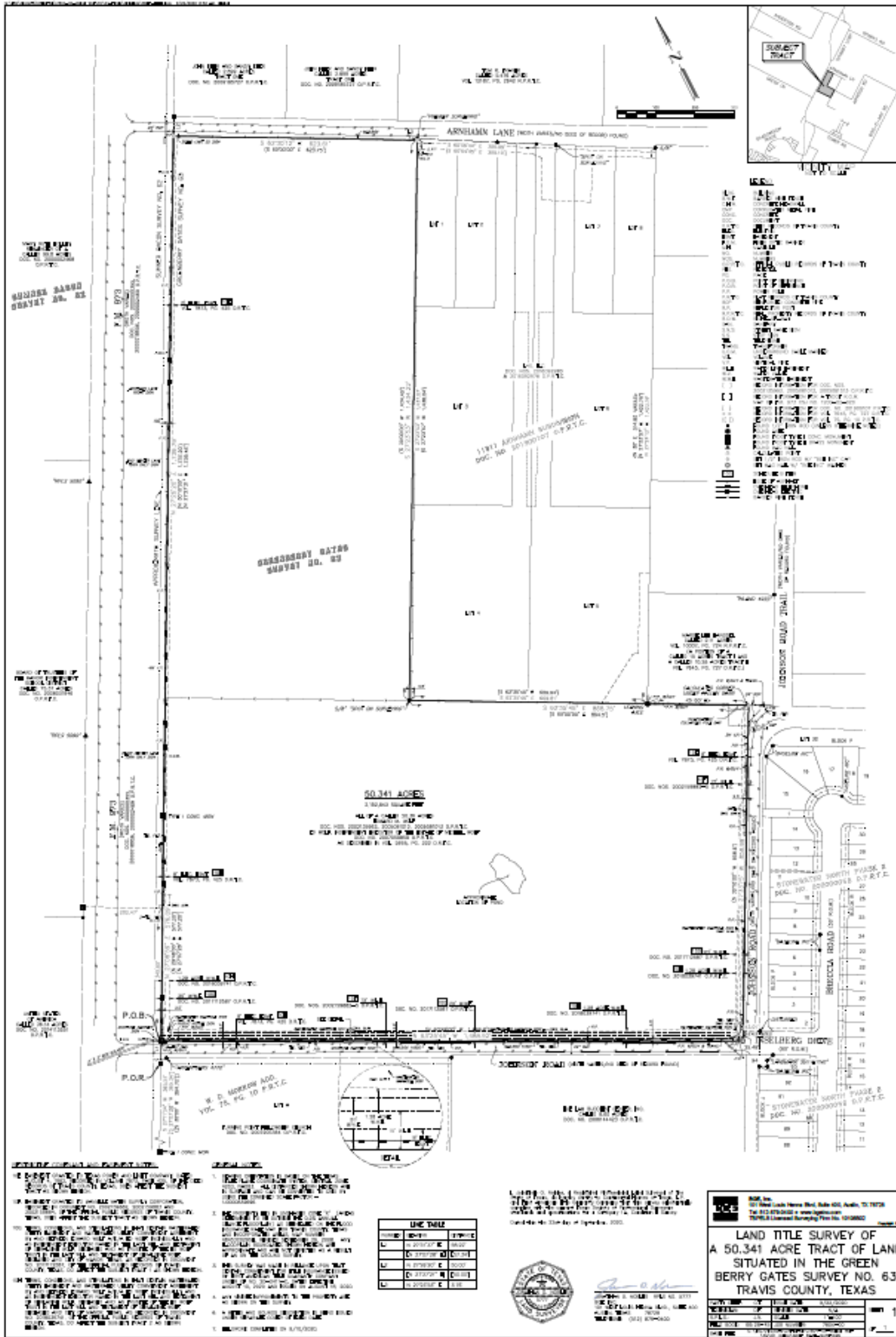


Exhibit A

EXHIBIT BEXHIBIT BMANOR WOLF TWO FAMILY
44.036 ACRESZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 44.036 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS, AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 44.036 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 364.60 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 341.17 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 27°08'59" E a distance of 403.42 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 72°51'01" W a distance of 102.46 feet to a calculated point of curvature of a curve to the right;

Page 1 of 6

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Exhibit B

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 57.94 feet, having a radius of 332.00 feet, a central angle of 10°00'00" and a chord which bears N 67°51'01" W, a distance of 57.87 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W, a distance of 132.01 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 78.29 feet, having a radius of 50.00 feet, a central angle of 89°42'39" and a chord which bears S 72°17'40" W, a distance of 70.53 feet to a calculated point on the east right-of-way line of said F.M. 973 for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E, a distance of 164.00 feet to a calculated point of curvature of a curve to the left;

THENCE, over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 78.79 feet, having a radius of 50.00 feet, a central angle of 90°17'21" and a chord which bears S 17°42'20" E, a distance of 70.89 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 62°51'01" E, a distance of 131.18 feet to a calculated point for a point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 46.77 feet, having a radius of 268.00 feet, a central angle of 10°00'00" and a chord which bears S 67°51'01" E, a distance of 46.72 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 72°51'01" E, a distance of 98.51 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 27°08'59" E, a distance of 428.76 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W, a distance of 322.72 feet to a calculated point on the east right-of-way line of said F.M. 973 for an exterior corner of the herein described tract;

Page 2 of 6

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Exhibit B

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E, a distance of 1056.75 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of said F.M. 973 and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of said Wolf 50.36 acre tract, for the northwest corner of the herein described tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnhamn Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet;;

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

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

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

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

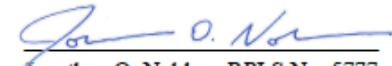
Page 3 of 6

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Exhibit B

THENCE, with the north right-of-way line of said Johnson Road and the south line of said Wolf 50.36 acre tract, N 63°25'45" W a distance of 1,488.92 feet to the POINT OF BEGINNING and containing 44.036 acres of land, more or less.

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


Jonathan O. Nobles RPLS No. 5777

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



11/6/2020
Date

Client: DR Horton
Date: September 24, 2020
Revised: November 6, 2020
Job No: 7804-00

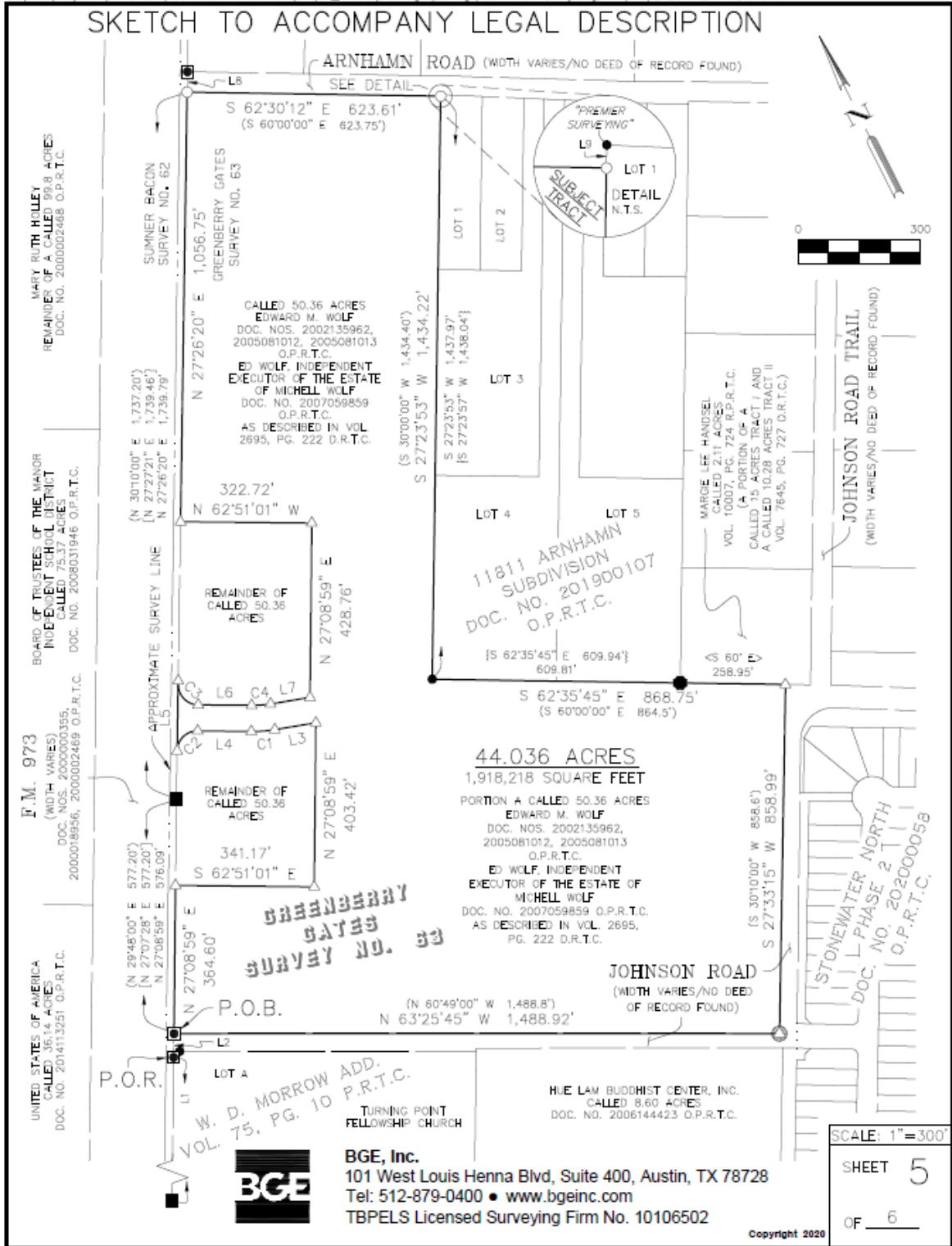


Exhibit B

G:\DXC\Projects\DRHorton\7804-00-Manor Wolf\SV\04_Finals\Drawings\Zoning\Wolf-Two-Family.dwg, 11/05/2020 6:27 PM, dfisher

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 27°11'34" W	365.57'
	[S 27°07'28" W]	[365.34']
	((S 30°00' W))	((364.70'))
L2	S 27°31'37" W	58.22'
	[N 27°07'28" E]	[57.34']
L3	N 72°51'01" W	102.46'
L4	N 62°51'01" W	132.01'
L5	N 27°26'20" E	164.00'
L6	S 62°51'01" E	131.18'
L7	S 72°51'01" E	98.51'
L8	N 27°26'20" E	50.00'
L9	N 27°23'53" E	3.76'

LEGEND

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

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	57.94'	332.00'	10°00'00"	N 67°51'01" W	57.87'
C2	78.29'	50.00'	89°42'39"	S 72°17'40" W	70.53'
C3	78.79'	50.00'	90°17'21"	S 17°42'20" E	70.89'
C4	46.77'	268.00'	10°00'00"	S 67°51'01" E	46.72'

BEARING BASIS NOTE:

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



Jonathan O. Nobles 11/6/2020
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



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

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SCALE: 1"=300'
 SHEET 6
 OF 6

EXHIBIT C-1

EXHIBIT ____

MANOR WOLF COMMERCIAL NORTH
3.303 ACRESZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 3.303 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS, AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.303 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, and the south right-of-way line of Arnham Lane (width varies, no deed of record found), at the northwest corner of the above described Wolf 50.36 acre tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnham Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet; Thence, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, S 27°26'20" W a distance of 1,056.75 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 322.72 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 27°08'59" W a distance of 428.76 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 72°51'01" W a distance of 98.51 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 46.77 feet, having a radius of 268.00 feet, a central angle of 10°00'00" and a chord which bears N 67°51'01" W a distance of 46.72 feet to a calculated point of tangency;

Page 1 of 4

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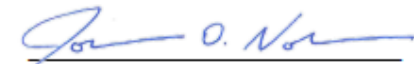
Exhibit C-1

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 131.18 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 78.79 feet, having a radius of 50.00 feet, a central angle of 90°17'21" and a chord which bears N 17°42'20" W, a distance of 70.89 feet to a calculated point of tangency on the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, from which a found TXDOT Type I Concrete Monument bears S 27°26'20" W a distance of 283.35 feet;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 399.69 feet to the **POINT OF BEGINNING** and containing 3.303 acres (143,882 square feet) of land, more or less.

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


Jonathan O. Nobles RPLS No. 5777

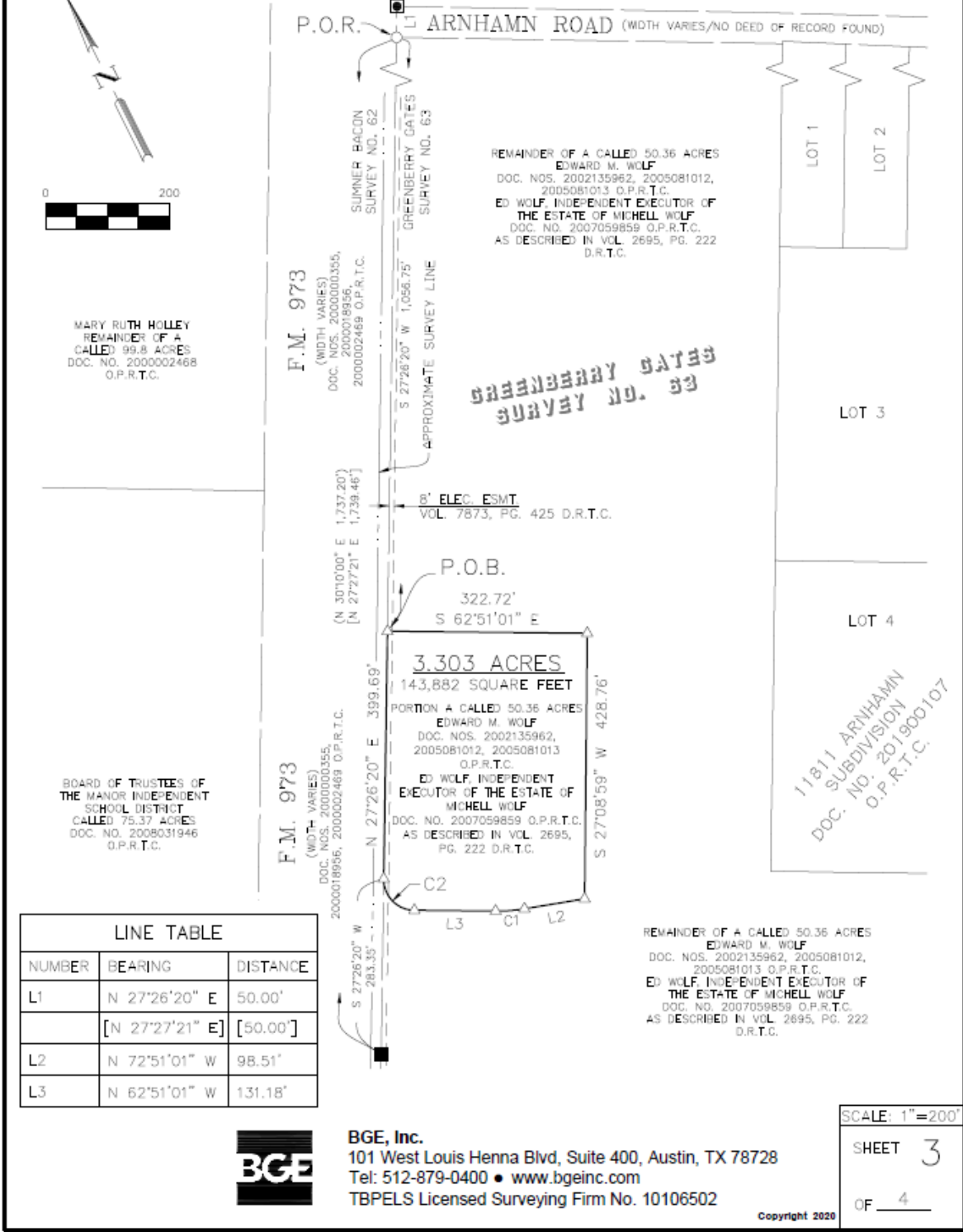
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



11/6/2020
Date

Client: DR Horton
Date: September 24, 2020
Revised: November 6, 2020
Job No: 7804-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27°26'20" E	50.00'
	[N 27°27'21" E]	[50.00']
L2	N 72°51'01" W	98.51'
L3	N 62°51'01" W	131.18'



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

SCALE: 1"=200'
 SHEET 3
 OF 4

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LEGEND

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

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	46.77'	268.00'	10°00'00"	N 67°51'01" W	46.72'
C2	78.79'	50.00'	90°17'21"	N 17°42'20" W	70.89'

BEARING BASIS NOTE:

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



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

11/6/2020



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

SCALE: 1"=200'
 SHEET 4
 OF 4

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EXHIBIT C-2

EXHIBIT ____

MANOR WOLF COMMERCIAL SOUTH
3.001 ACRES

ZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 3.001 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS, AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.001 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+803.978-31.459 LT" found at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, and the north right-of-way line of Johnson Road (width varies, no deed of record found), at the southwest corner of the above described Wolf 50.36 acre tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+821.455-31.530 LT" found on the east right-of-way line of said F.M. 973 at the west end of the cutback to the south right-of-way line of said Johnson Road, at the most westerly northwest corner of the W. D. MORROW ADD., a subdivision recorded in Volume 75, Page 10 recorded in the Plat Records of Travis County, Texas, bears S 27°31'37" W a distance of 58.22 feet; Thence, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 364.60 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 211.49 feet to a TXDOT Type I Concrete Monument found for an angle point;

THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 119.35 feet to a calculated point of curvature of a curve to the right, from which a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of said F.M. 973 and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of said Wolf 50.36 acre tract bears N 27°26'20" E a distance of 1,620.44 feet;

Page 1 of 4

G:\TXC\PROJECTS\DR\HORTON\7804-00-MANOR WOLF\SV04_FINAL\5MB\ZONING\7804-00_MANOR_WOLF_COMMERCIAL_SOUTH-FN.DOCX

Exhibit C-2

THENCE, departing the east right-of-way line of said F.M. 973, over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 78.29 feet, having a radius of 50.00 feet, a central angle of 89°42'39" and a chord which bears N 72°17'40" E, a distance of 70.53 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 62°51'01" E, a distance of 132.01 feet to a calculated point of curvature of a curve to the left;

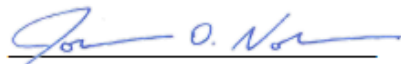
THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 57.94 feet, having a radius of 332.00 feet, a central angle of 10°00'00" and a chord which bears S 67°51'01" E, a distance of 57.87 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 72°51'01" E, a distance of 102.46 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 27°08'59" W, a distance of 403.42 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 341.17 feet to the POINT OF BEGINNING and containing 3.001 acres (130,743 square feet) of land, more or less.

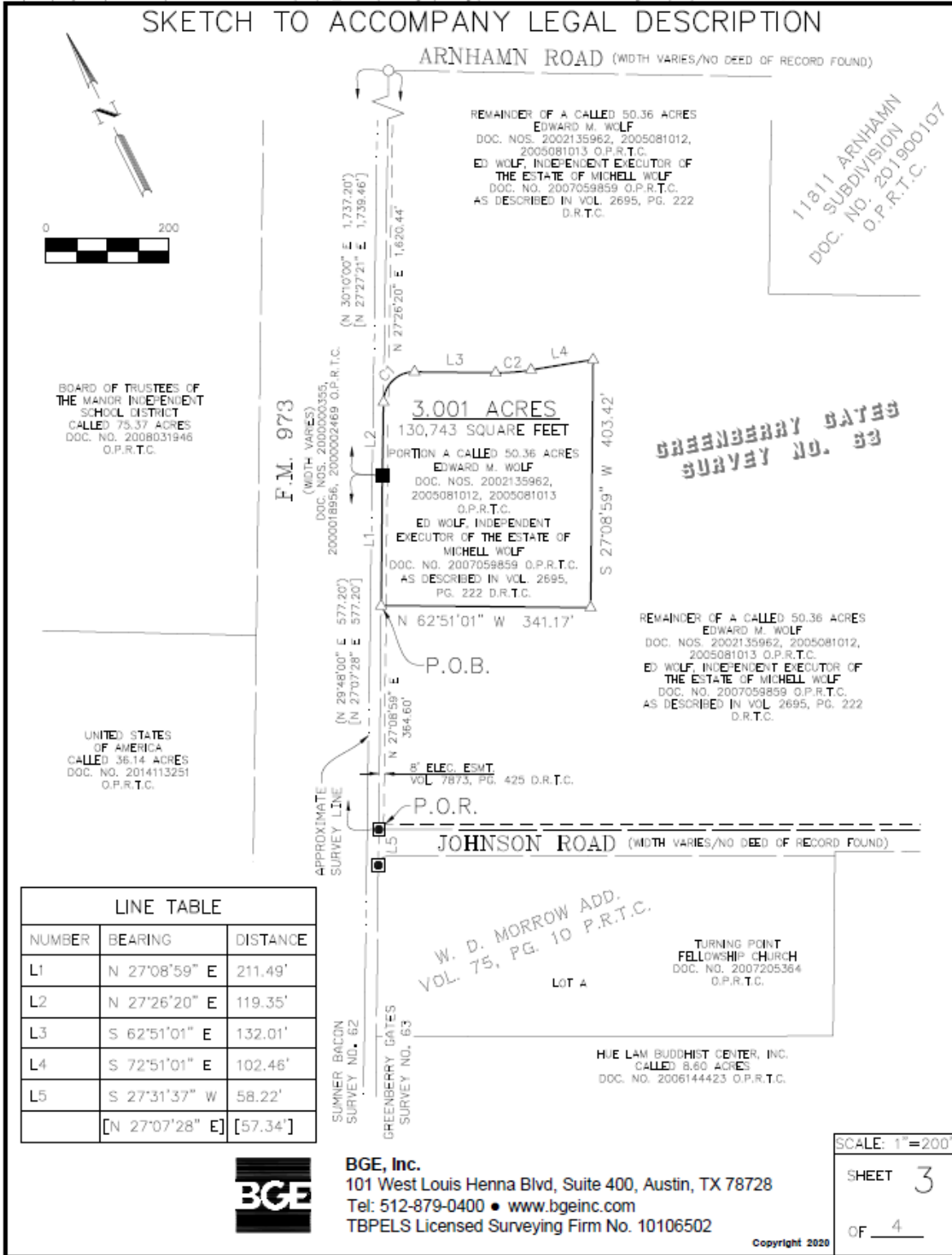
I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 10, 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch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


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



11/6/2020
Date

Client: DR Horton
Date: September 24, 2020
Revised: November 6, 2020
Job No: 7804-00



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

LEGEND

- DOC. DOCUMENT
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
- ELEC. ELECTRIC
- ESMT. EASEMENT
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- VOL. VOLUME
- () RECORD INFORMATION FOR DOC. NOS.
2002135962, 2005081012, 2005081013 O.P.R.T.C
- [] RECORD INFORMATION FOR A TXDOT R.O.W.
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Jonathan O. Nobles 11/6/2020
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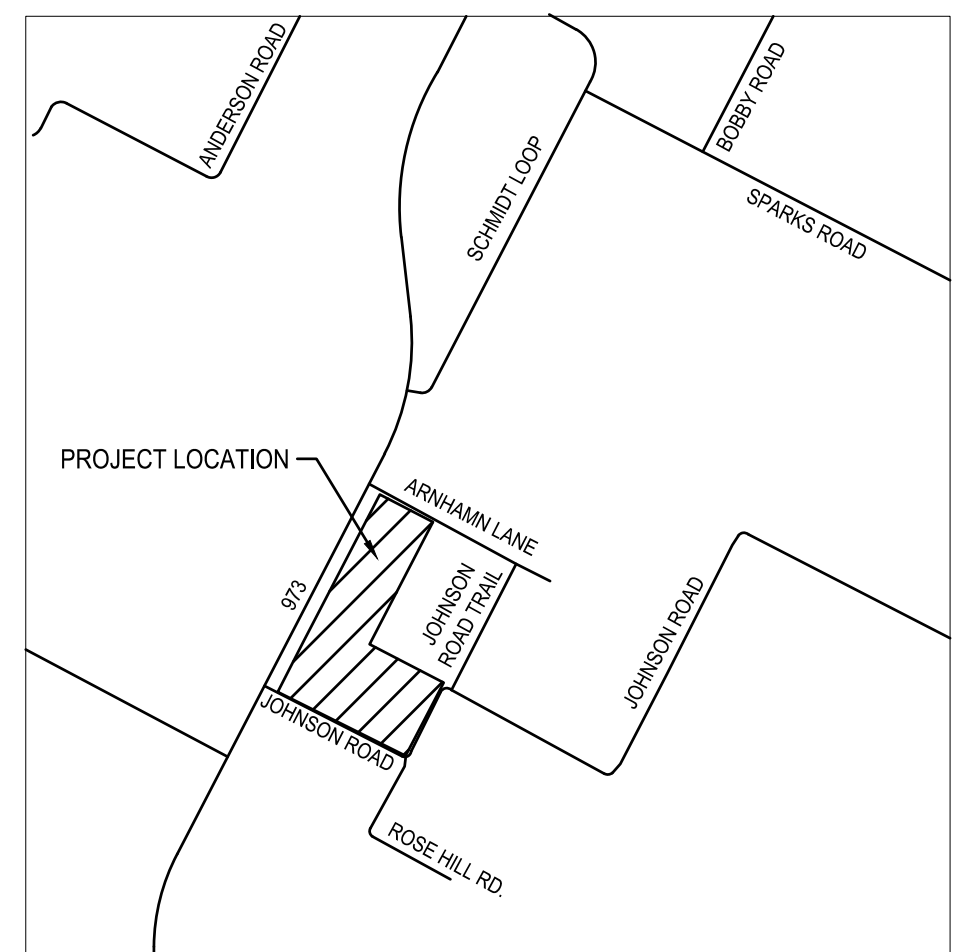
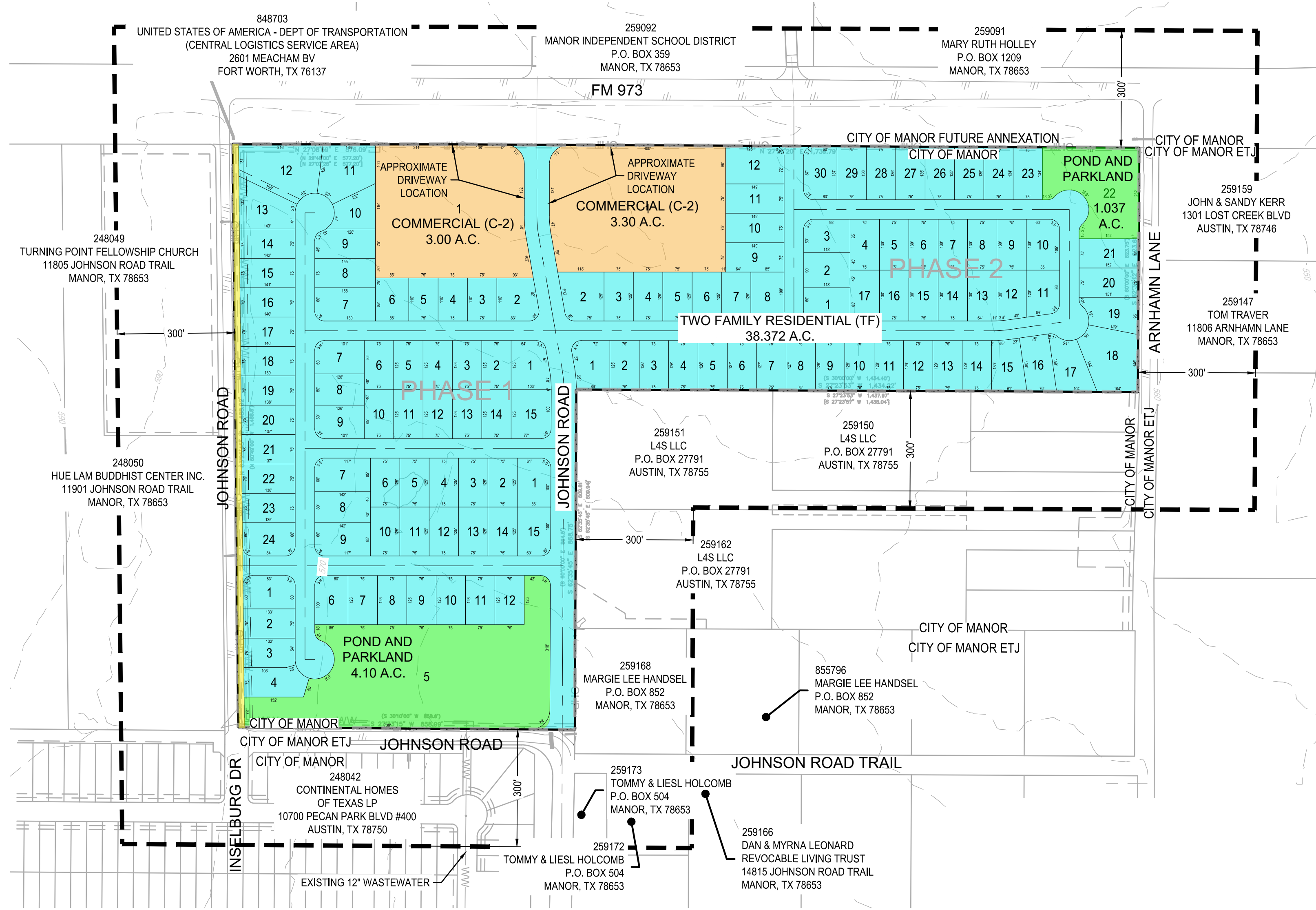
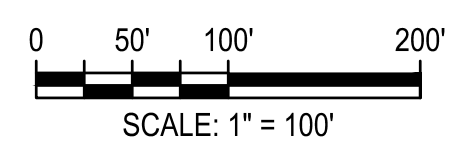
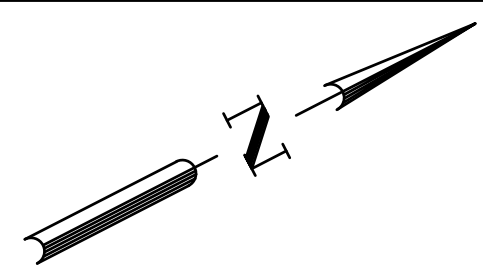
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SCALE: 1"=200'
 SHEET 4
 OF 4

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MANOR WOLF CONCEPT PLAN

DATE PREPARED: NOVEMBER 11, 2020



LOCATION MAP
SCALE: 1" = 2000"

TOTAL AREA: 50.340 AC.

	TWO-FAMILY RESIDENTIAL (TF) 242 UNITS (121 LOTS)	38.390 AC
	COMMERCIAL (C-2) 2 LOTS	6.30 AC
	PARKLAND	5.137 AC
	RIGHT OF WAY DEDICATION	0.513 AC

OWNER: GERALDINE & EDWARD WOLF
2868 COUNTY ROAD 267
CAMERON, TEXAS 76520

DEVELOPER: D.R. HORTON
10700 PECAN PARK BOULEVARD, 4TH FLOOR
AUSTIN, TEXAS 78750
(512) 533-1468

ENGINEER: BGE, INC., TBPE F-1046
101 W LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
(512) 879-0400

PROJECT INFORMATION:

WASTEWATER LUE'S: -RESIDENTIAL (DUPLEX) - 121
-COMMERCIAL (RETAIL) - 6
-COMMERCIAL (GAS) - 3

WATER LUE'S: -RESIDENTIAL (DUPLEX) - 242
-COMMERCIAL (RETAIL) - 6
-COMMERCIAL (GAS) - 3

TRAFFIC GENERATION (VPD): -COMMERCIAL (RETAIL) - 378
-COMMERCIAL (GAS) - 2464

CITY OF MANOR ACKNOWLEDGEMENTS

THIS CONCEPT 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 ON THIS THE __ DAY OF ____, 20__ A.D.

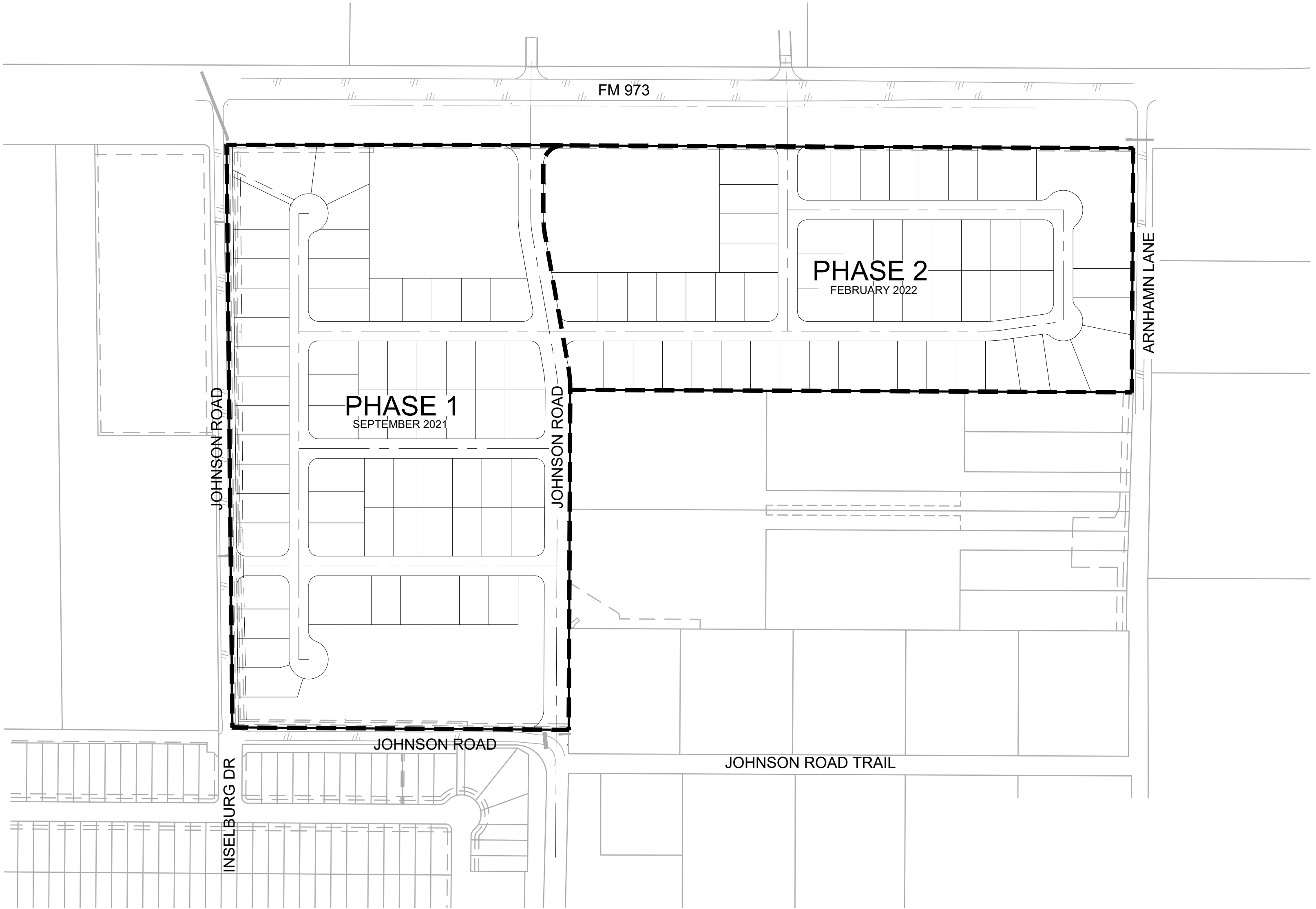
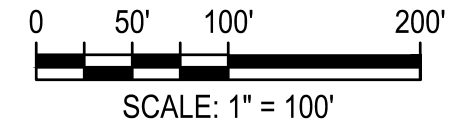
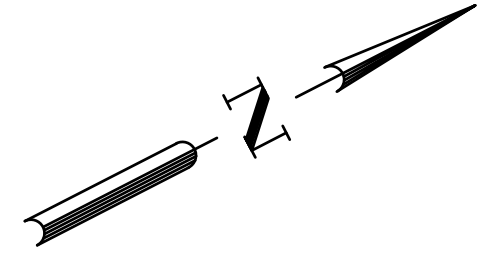
APPROVED: _____ ATTEST: _____
CHAIRPERSON CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS ON THIS THE __ DAY OF ____, 20__ A.D.

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

G:\TXC\Projects\DR\Horton\8316-00-Manor_Wolf\LD01_CADD\05_Exhibits\ConceptPlan.dwg Layout: Concept Plan Plotted: 1/11/2021 5:23:44 PM

MANOR WOLF PHASING PLAN



■ ■ PHASING LIMITS
PH 1 = 130 UNITS (65 LOTS)
PH 2 = 112 UNITS (56 LOTS)

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Scott Dunlop, Assistant Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award of a Professional Services Contract for the 2050 Comprehensive Plan to Freese and Nichols, Inc. in the amount of \$319,168.00.

BACKGROUND/SUMMARY:

The city released a Request for Proposals for a 2050 Comprehensive Plan on September 8, 2020. We received 9 submissions by the closing date on October 23, 2020. An RFP Selection Committee made up of members of Planning and Zoning and City Council did two rounds of scoring of the proposals. Freese and Nichols was the top scoring applicant and entered contract negotiations. The contract is \$19,168.00 higher than was budgeted but our 20-21 amended budget should be on the March 3rd Council agenda and this line item would reflect the increase. The timeline for completion of the Plan is 15 months.

LEGAL REVIEW: YES, under final review
FISCAL IMPACT: YES, budgeted item in 20-21 budget and 20-21 proposed amended budget
PRESENTATION: NO
ATTACHMENTS: YES

- Professional Services Contract

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve a Professional Services Contract for the 2050 Comprehensive Plan to Freese and Nichols, Inc. in the amount of \$319,168.00.

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

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the "Contract") is made and entered into this 17th day of February 2021 (the "Effective Date") by and between the City of Manor, Texas, a Texas home rule municipal corporation (the "City") and **Freese and Nichols, Inc.** (the "Consultant"). The City and the Consultant are sometimes referred to herein as the "Parties."

RECITALS:

WHEREAS, the City desires to retain a professional consultant for services associated with preparing a Comprehensive Plan for the City; and

WHEREAS, the Consultant responded to a Request for Proposal for Comprehensive Planning services for the City ("RFP");

WHEREAS, a copy of the RFP is attached hereto;

WHEREAS, the Consultant responded to the RFP seeking to provide planning service for the City;

WHEREAS, Consultant is in the business of planning of the type proposed by the City; and

WHEREAS, Consultant has by providing a response to the RFP indicated a willingness to undertake the planning services for the benefit of the City; and

WHEREAS, the City wishes to authorize Consultant to undertake planning services under the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

A. Scope of Services

The general Scope of Work ("SOW") for this Contract is a Comprehensive Plan that encompasses the present conditions of the City as well as projects that it will include in the coming years ("Project"). The specific SOW shall consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Proposal ("RFP") issued by the City on September 8, 2020;
- Any Addenda to the RFP issued by the City, bearing the date(s) of October 14, 2020;
- The Consultant's Response to RFP, dated October 23, 2020; and
- Attachment A - Scope of Services and Additional Services

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of change orders pursuant to this Contract.

B. Payment

Consultant agrees to accept the fee sum of **\$319,168.00** based on the rates provided in Attachment A, as full payment for the performance of the SOW services contemplated under this Contract, which sum shall be increased or decreased only by the amount representing the associated cost of any and all change orders approved as provided in this Contract. The City shall render payment based on key benchmarks as approved in Attachment A. Invoices shall be submitted to the City once a month. Payment shall be made by the City within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this section shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

C. Change Orders

The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant or the City Manager varies significantly from the SOW set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City Manager.

1. Any material change to the SOW contemplated under this Contract shall be accomplished only as provided in this section.
2. When the original contract amount plus all change orders is equal to or less than \$319,168.00, the City Manager or his designee may approve the written change order provided the change order does not exceed \$25,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. When a change order exceeds \$25,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such City Council approval, must be approved by City Council.
3. Should either party determine that a material change to the SOW is necessary or advisable, the particular change shall be set forth in a writing entitled "Change Order, [date]," and shall bear the signatures of an authorized representative of each party. Upon execution by both Parties of any such change order, the SOW shall be deemed modified and incorporated by this reference into this Contract as if set forth fully herein. The City will retain all original change orders approved pursuant to this

section and Consultant shall be provided a copy for its files.

4. Any request by the Consultant for an increase in the SOW and an increase in the amount listed in Section B. of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City with respect to any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the SOW included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

D. Time of Performance

1. Consultant's SOW services shall be completed as presented in Attachment A within 15 months of receiving the Notice to Proceed. Consultant will undertake the SOW services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for such professionals.
2. The SOW services will be considered complete when all services described in the SOW have been finished, and the final work product materials have been accepted by the City.

E. Independent Consultant

1. In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and sub-contractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's sub-contractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the SOW contained herein and approved by the City.
2. The City's Project Manager for all purposes under this Contract is the City Manager, or his designee, and all communications from Consultant to City arising out of this Contract shall be directed to the City Manager's attention, or his designee.

F. Authorization

1. The City shall direct Consultant to commence work on the Project by sending Consultant

a "letter of authorization" to begin work on the Project.

2. Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.
3. Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the Parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

G. Representations and Warranty

1. The Consultant has familiarized itself with the nature and the extent of this Contract, the SOW, the locality, all characteristics of the City considering the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the SOW services, or apply in any manner whatsoever to the work.
2. As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances and has the personnel and resources to complete the Project within the time frame set forth herein. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or sub-contractors.
3. Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.
4. Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.
5. Any and all of Consultant's work product ("Work Product") hereunder considered work(s) made by Consultant for the City and shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature

that are within Consultant's possession or control and that are the City's property or relate to the City or its business. If by operation of law, any of the Work Product, including all related documents, is not owned in its entirety by the City automatically upon creation thereof, then Consultant agrees to assign, and hereby assigns, to the City and its designees the ownership of such Work Product, including all related property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of Consultant's work hereunder or delivered by Consultant in the course of performing that work.

6. Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.
7. Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this section of the Contract.

H. Indemnification and Release

1. Indemnity

- a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, sub-contractors, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR**

WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

- b. To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed above occur outside the course of performance of professional services (i.e. non- professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
 - c. It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
 - d. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with tile requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
2. Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused .in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

I. Insurance

1. Consultant shall not commence work under this Contract until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this section and with the minimum insurance coverage as follows:
 - a. Workers' Compensation: statutory limits.
 - b. Comprehensive General Liability insurance with minimum combined single limits

- of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services.
 - d. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000).
2. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
 3. Certificates of Insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
 4. Failure on the part of the Consultant to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the City may immediately terminate this Contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

J. Termination

1. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this

Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

2. No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

K. Form 1295

Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

L. Miscellaneous Provisions

1. This Contract is to be governed by and shall be construed in accordance with the laws of the State of Texas. Proper venue for any dispute or litigation shall be only in Travis County, Texas.
2. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City. However, Consultant shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Consultant's rights and duties hereunder.
3. In the event of litigation enforcing or interpreting the terms of the within Contract, the City shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Texas law.
4. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
5. Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of Manor

Attn: City Manager
105 E. Eggleston St.
Manor, TX 78653
Phone: (512) 272-5555
Email: tbolt@cityofmanor.org

with a copy to:

Paige H. Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A105
Austin, TX 77852
Phone: (512) 323-5778
Email: paige@cityattorneytexas.com

Consultant:

Freese and Nichols, Inc.
Attn: Wendy Shabay
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Phone: 817-735-7484
Email: wds@freese.com

6. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by authorized representatives of each party.
8. No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.
9. This Contract and the rights, obligations and liabilities created hereunder shall be

binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the Parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Consultant without the prior written consent of the City. City may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Consultant.

10. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. All obligations by either party which expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.
12. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by either or both Parties hereunder shall so survive the completion of performances and termination of this Contract, including the making of any and all payments due hereunder.
13. This Contract has been jointly negotiated by the Parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Contract.
14. To the extent this Contract 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, Consultant represents that neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. 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.
15. To the extent this Contract 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, Consultant represents that Consultant nor any wholly owned subsidiary, majority-owned

subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MANOR, TEXAS
a Texas municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

CONSULTANT:
Freese and Nichols, Inc.
a Texas Corporation

DocuSigned by:

By: Wendy Shabay
Name: Wendy Shabay, FAICP
Title: Vice President and Principal

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: CONSULTANT shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING:

The City of Manor (City) is engaging a CONSULTANT to prepare a local comprehensive plan consistent with standards, procedures and best management practices in Texas. The project planning area will encompass the existing Manor city limits and extraterritorial jurisdiction (ETJ) as identified by the City.

PROJECT ASSUMPTIONS:

1. The City will appoint a Comprehensive Plan Advisory Committee (CPAC) to help guide the CONSULTANT and the City throughout the comprehensive planning process. Composition of the Committee will be determined by the City.
2. The Assistant Director of Development Services will serve as the City contact person to work with the CONSULTANT and to act as an intermediary with the CONSULTANT, the Advisory Committee, and other City, County and State government staff persons as required. CONSULTANT will take direction from the City-appointed contact person.
3. The City will coordinate contact, meetings and the transfer of necessary information from the City and other organizations/entities as necessary for this effort.
4. The City will coordinate arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholder, focus group and public meetings. CONSULTANT will assist with flyers, e-mail blasts, advertisements and other electronic media used in advertising, including content creation.
5. The City will provide information from all previous and current studies and projects (as available) that may affect the outcome of the Comprehensive Plan. This information will be provided in digital format when possible and available.
6. The City will provide CONSULTANT with the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
7. Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.
8. This scope identifies a specific number of meetings. Any significant additions to that number of meetings will be considered a change in scope and may increase the project cost.
9. All deliverables will be provided electronically in the native format in which they were prepared as well as PDF format. The plan will be prepared using Adobe InDesign.

SCOPE OF SERVICES:

Task 1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including the CONSULTANT's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

Task 2: Engagement and Meetings

For all engagement efforts described below, the City and CONSULTANT may mutually agree to reassign meetings and engagement methods for other forms of outreach with similar effort to leverage other opportunities in the community or allow for other creative approaches as established in the Public Engagement Plan mutually agreed to by the City and CONSULTANT. This includes digital and socially-distant alternatives should the City and CONSULTANT deem such approaches necessary or preferred due to external factors such as public health emergencies. Efforts will be made to coordinate outreach to align with other community events to reach broader audiences, with attention toward tailoring the outreach to align with the atmosphere of the event. A Public Engagement Plan will be prepared, agreed to, and finalized.

1. Staff Initiation Conference Call

A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and describe the CPAC intent and composition along with any recommendations the CONSULTANT has for its composition. This will provide an early opportunity to discuss communications, expectations and any information that may be useful prior to the kickoff meeting and study area tour.

2. Kick-off Meeting and Study Area Tour

CONSULTANT and involved subconsultants will attend one (1) Kick-off Meeting with the City. The purpose of the meeting will be to build upon discussions of the Staff Initiation Conference Call, focusing on the following as examples:

- Effectiveness of prior planning efforts and any issues identified from working with those plans since their adoption;
- Identification of any key priorities the City wants to ensure the plan addresses, supports and identifies;
- Any controversial issues or topics the CONSULTANT should be aware of, particularly when preparing for stakeholder meetings and the first CPAC meeting;
- Discussion of the City's proposed CPAC members; and
- Refinement of the Public Engagement Plan.

Immediately following the Kick-off Meeting, the CONSULTANT and the City will participate in a site tour of the study area. The goal of this tour is to provide spatial context to conversations about Manor's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements to the CONSULTANT.

CONSULTANT and the City may also mutually agree to other approaches, such as a virtual study area tour.

Specific to the parks, recreation and open space component, the Kick-off Meeting and study area tour will include:

- CONSULTANT will discuss existing plans and facilities and any key information the CONSULTANT should be aware of going into the Stakeholder Meetings.
- CONSULTANT will participate in a driving tour of the City's parks and recreation facilities with City staff.
- CONSULTANT will conduct additional site reconnaissance to document park and facility conditions, as needed.

3. CPAC Meetings

CPAC Meetings will allow for the review of key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics (vision, guiding principles, goals, recommended actions and other relevant perspectives to assist in making the plan reflective of the community). Such sessions will include an agenda, any necessary maps and handouts for review, and drafts of key tasks for review and comment. A total of six (6) meetings are included in this scope of work, with at least three (3) being virtual.

4. Virtual Stakeholder Meetings

Stakeholders have a vested interest in communities, and their input and insights are critical in a planning process. A total of up to ten (10) Stakeholder Meetings will be conducted, split into two days during the project. One day of Stakeholder Meetings will be held near the beginning of the project to support vision and guiding principle development and assessment of existing conditions for the full Comprehensive Plan, including the parks, recreation and open space element. The second day of Stakeholder Meetings will be held near the midpoint of the process as key plan elements are developed. Other entities affecting the plan, such as the various transportation agencies active in and near the City, shall be included. These meetings shall be scheduled as back-to-back meetings, if possible, on the same day to ensure continuity in the discussion, with logical breaks as necessary. These meetings may also be conducted using a videoconferencing platform, subject to mutual agreement by the City and CONSULTANT.

5. Online Surveying

Leveraging of technological outreach is likely to strengthen and diversify engagement with the citizens of the City, reaching individuals that have not historically participated in the City's planning efforts. This allows our team to engage the public at their convenience, which is critical for those citizens that struggle to find the time for public meeting environments or are uncomfortable expressing themselves in those settings. The CONSULTANT will develop at least three (3) non-scientific online community surveys with the assistance of the City during the course of the project. One (1) survey will be specific to the parks, recreation, and open space component. It will gather feedback about the parks and recreation vision, recreational issues, opportunities and needs, and key desires. The CONSULTANT will utilize tools to reach citizens on a digital platform accessible by home computers and smart phones, as well as various forms of social media.

6. Community Workshops, Open Houses or Other Engagement Effort

Four (4) community workshops, open houses or other engagements with similar level of effort, as established in the Public Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on citizens' visions for the City. At a minimum, two (2) of these engagements will be virtual. This may include interactive polling during the events in addition to survey efforts identified in section 5, above, as deemed appropriate by CONSULTANT.

7. City Council Check-In and Adoption Meetings

It is important for City leadership to be engaged and informed during the planning process. The plan will ultimately develop recommendations that will inform policies in the future. Therefore, the CONSULTANT and the City will receive input from and give updates to the City Council. The CONSULTANT will conduct two (2) City Council check-ins during the process; an initial update shortly following the project kickoff and a midpoint update to confirm the vision and goals/guiding principles. The CONSULTANT will attend two (2) adoption meetings; one at the Planning and Zoning Commission and one at the City Council. The City and CONSULTANT may mutually agree to reassign these meetings as needed.

8. Project Website and Branding

CONSULTANT will establish a project website and branding for use throughout the planning process and on all documents.

Task 3: Draft Introduction and Community Snapshot

1. Baseline Analysis

The Baseline Analysis is intended to provide background information about the City and its extraterritorial jurisdiction. This is vital to the planning process because without the knowledge of where the City is today, assessing what it can be in the future becomes increasingly difficult. The components that are included within the Baseline Analysis will allow everyone involved in the planning process, including CONSULTANT, City officials and citizens, to have a clear understanding of the City and its existing social, economic, land use and neighborhood characteristics. Historic trends, population growth and the demographic profile will involve the following:

- a. CONSULTANT will study a historic timeline of the City, including major events impacting physical development of the community.
- b. Historic population and related growth trends and patterns will be analyzed, including benchmarking to relevant jurisdictions as appropriate.
- c. The demographic profile will consist of age, sex, ethnicity, income and household type, as well as any other data identified by CONSULTANT as relevant to potential plan recommendations.

CONSULTANT will explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City. The population projections utilized

within the Future Land Use Plan and the other components of the Comprehensive Plan will be derived from this information and other professional sources, such as the Texas Water Development Board and Capital Area Metropolitan Planning Organization.

2. Existing Land Use Analysis

The relationships of existing and future land uses will shape the character and quality of life of the community for many years to come. In order to assess the City's future land use needs, an analysis of past land use trends and present land use patterns are of primary importance. The following are the specific elements to be documented in order to describe land use characteristics.

Assessment of the land use characteristics will be undertaken once data gathering has been completed. The existing land use inventories (conducted using a City base map provided by City, the County or similar entity, or existing CONSULTANT data) will include:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Brief discussion of existing development patterns.
- c. Discussion of existing land use relationships, opportunities and constraints.

3. Planning Context

An understanding of the planning context will help to set the framework from which general planning decisions can be made. The following are elements to be documented in order to establish the planning context:

- a. Review past and ongoing planning efforts conducted by the City.
- b. Evaluate regional initiatives, including activities of adjacent cities.
- c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other physical implications that impact growth and development.
- d. Evaluate implications of public health emergencies and specifically the COVID-19 pandemic on the City's planning context.

Task 4: Draft Vision, Guiding Principles and Goals

1. Community Vision

Based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback, the CONSULTANT will develop a community vision statement.

2. Guiding Principles and Goals

The foundation of the Comprehensive Plan will be defined through the guiding principles and goals.

The plan recommendations and implementation result from the Comprehensive Plan's guiding principles and goals, which support the community's vision. The CONSULTANT will develop guiding principles and goals based on analysis, community input and feedback received at the beginning of the process.

3. Summary of Community Engagement

CONSULTANT will summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in a separate appendix.

Task 5: Draft Land Use and Development

1. Existing Land Use Analysis

The relationships of existing and future land uses will shape the character and quality of life of the community for many years to come. In order to assess the City's future land use needs, an analysis of past land use trends and present land use patterns are of primary importance. The following are the specific elements to be documented in order to describe land use characteristics.

Assessment of the land use characteristics will be undertaken once data gathering has been completed. The existing land use inventories (conducted using a base map of the City provided by the City, the county or similar entity) will include:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Brief discussion of existing development patterns.
- c. Discussion of existing land use relationships, both opportunities and constraints. The City staff will assist in providing written plan content in support of this discussion.

2. Future Land Use Plan

The Future Land Use Plan is a policy document that is intended to guide City staff and officials as they make decisions on where, when and how the City should grow and redevelop. The development of a future land use plan will ensure a cohesive and unified vision for the City is presented to developments and property owners as future development and redevelopment occurs within the community. The CONSULTANT will develop a future land use plan that will take into account existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and integrate them into a graphic depiction of the community's future.

Various choices for growth and development will be analyzed to understand the long-term consequences of varying investments, land use patterns, economic development strategies, social patterns and other decisions. Associated consequences and metrics will be presented to help the public and elected officials make informed decisions. This will allow leaders as well as the public to understand tradeoffs involved in different approaches to the City's future. Analytics may include land consumption, energy use, water use, walk accessibility, transit accessibility, transportation,

emissions, household costs, fiscal performance, and risk and resilience. Fiscal analysis will be grounded in the local market potential, the real cost of services for the City and the primary revenue sources for cities: property, sales tax, and fee revenue.

Additionally, the future land use plan will seek to balance and bridge the gap between current market demand, long-term desired state or aspiration goals of the community that emerge from the plan, and financial resources required (if any) to accelerate preferred development if the market is not yet aligned. Analysis and recommendations regarding alignment of market to vision may be addressed in Task 9.

The Future Land Use will depict color-coded land uses or development types within the City's planning area. The map will consider the following:

- a. Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
- b. Location of environmentally sensitive areas or barriers that should be considered when making future development decisions.
- c. Location of future land uses along major transportation and transit corridors along with associated intensities.
- d. Economic productivity through development and redevelopment strategies.
- e. Compatibility of adjacent uses and contexts in order to provide thoughtful transitions and buffering.

The CONSULTANT will develop initiatives, projects and policies (i.e., tactics) that support the future land use plan. These may appear within this plan element or elsewhere within the plan as appropriate.

3. Downtown Transit Oriented Development

Building upon the previous Green Line Corridor Plan Transit-Oriented Development Study by the Capital Metro Transportation Authority, the CONSULTANT will develop a market-based program focusing on strategies, policies and programs for recruitment, retention and expansion of business, equity/diversity/inclusion issues, historic preservation and character, as well as redevelopment in the anticipated downtown transit-oriented development area consistent with findings in prior tasks and the vision. The CONSULTANT will supplement analysis by Capital Metro's TOD Study with additional data regarding ownership, ease of assembly and ripeness for development/redevelopment. The CONSULTANT will prepare recommendations to address the built environment (including both private projects and capital improvement projects), operational actions, and regulatory and policy actions such as reviewing and recommending updates to development ordinances. This will include an illustrative concept plan with various catalyst projects shown, and up to two major renderings depicting birds-eye and street level illustrations. Specific street section designs or modifications may be developed in conjunction with Task 6, but the primary focus will be policy and regulatory reform to create an ecosystem supportive of TOD consistent with the community vision.

4. Population Patterns

CONSULTANT will develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations. The population projections will help inform decisions pertaining to infrastructure, public facilities, parks and other Capital Improvement Program items. CONSULTANT will evaluate shifting population patterns and trends to increase understanding of the City's stage of growth and development relative to likely build-out.

Task 6: Transportation and Mobility

Information collected as part of the public/stakeholder input will form the framework from which a set of broad-based goals and objectives that support the achievement of the transportation network will be developed.

1. Current Plans and Agency Coordination

CONSULTANT will compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), the Metropolitan Planning Organizations (MPO), transit providers, railroads, and adjacent communities. CONSULTANT will compile appropriate GIS base mapping for use in the conduct of study. The City will provide current GIS data to include; city and extraterritorial jurisdiction limits, street centerline and names, parcel data, current right-of-way, existing thoroughfare plan, and public and community facilities.

2. Existing Conditions Assessment

CONSULTANT will conduct a general overview of the existing thoroughfare system to serve as a basis plan development. Elements included as part of this assessment will include: existing street functional classification, identification of critical intersections, existing and future major traffic generators, and key regional connections. Data of available traffic volumes or validated travel demand modeling will be used to assess general roadway utilization and potential issues resulting from long-term growth. Data compiled from this task of effort will be documented to establish a planning context and include:

- Current local and regional travel patterns
- Key planning, growth and development influences
- Identified issues and needs of the transportation network

3. Evaluation of Future Roadway Needs

CONSULTANT will review available travel forecast modeling information to serve as a conduit for defining future network needs, roadway sizing, and/or system improvements necessary to address long-term growth and development. CONSULTANT will coordinate with the MPO to obtain relevant forecasts, other long-range planning, or growth trends based on historical count figures.

CONSULTANT will internally collaborate and coordinate relevant interim and long-term growth, as well as future land use and housing planning, to ensure relevant transportation system connectivity and integration is addressed to meeting continued growth needs of the city. Land use location, type, density and intensity will be considered as part of the thoroughfare planning process. Other information such as: future major employers, large population concentrations, community facilities or amenities will also be considered.

4. Thoroughfare Plan and Functional Classification

Based on plan input, future land use planning, evaluation of future needs, and growth/connectivity, CONSULTANT will update the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development. System functional classification will also be addressed to facility long-term mobility needs. Key arterial class intersections within the network will further be identified from which policy recommendations for general design and right-of-way parameters.

5. Design Standards

The City's current design standards will be reviewed, and recommendations prepared for each functional class of street. Updated roadway cross-sections graphically depicting land configurations, pedestrian realm and right-of-way dimensions will be prepared. General designed standards for thoroughfare layout (location, intersection spacing, etc.) will also be prepared. Supporting text detailing pedestrian systems will also be included.

CONSULTANT will define key corridor considerations necessary for system implementation and preservation of carrying capacity of network facilities. Elements such as access coordination, shared drives, special pedestrian facilities and coordinated median openings will be highlighted.

5. Action Plan

CONSULTANT will provide a list of short and long-term actions for implementation of the thoroughfare plan and include: roadway needs, policy considerations (traffic impact analysis, etc.), and/or other programmatic items (pavement management program, etc.). Action items will be organized into a matrix describing the specific action, its priority and timeframe, and the parties responsible for carrying out the action. Action items will be organized into a checklist-style matrix describing the "who, what, when and how" for implementing or carrying out each recommendation.

Task 7: Infrastructure

All aspects of infrastructure will link back to growth response and jurisdiction management, with particular attention towards policies involving water and wastewater Certificates of Convenience and Necessity (CCNs) and logical jurisdictional boundaries based on infrastructure efficiency.

1. Integration of Water and Wastewater Utility Master Plans

Implications for the City's infrastructure resulting from plan direction for land use and development intensity will be identified and discussed, integrating existing Water and Wastewater Master Plans as applicable.

2. Stormwater Infrastructure

The Comprehensive Plan will include goal, policy and action items for a stormwater/drainage utility component. This will focus on the municipal separate stormwater system, including conveyance of water efficiently from storm events, treatment of runoff to preserve natural assets and the environment, and positioning the City for efficient operations and maintenance into the future.

Task 8: Parks, Recreation, Open Space Master Plan

The citywide parks, recreation and open space master plan element conducted as part of the Comprehensive Plan will include an introduction and community analysis, parks and recreation inventory, identification of vision and goals, needs assessment, and recommendations for existing and future parks, recreation, and open space desires. The study area will encompass the entire City limits. The report will meet the criteria established by the Texas Parks and Wildlife Department for Parks, Recreation and Open Space Master Plans. The CONSULTANT, at its discretion, may separate this element into a separate plan deliverable.

1. Introduction and Community Context

The CONSULTANT will summarize the purpose of the plan element, the benefits of parks and recreation, and define the parks planning area. The CONSULTANT will prepare any community context information needed in addition to Task 3 to understand user groups and establish a basis for park standards and future demands. Items to be included in the report may include historic and projected populations, growth areas, age distribution, race and ethnicity, and household and family income.

2. Park and Recreation Inventory

The CONSULTANT will prepare a parks and recreation inventory to document the following: current parkland size, location and classification; quantity and condition of equipment and amenities; location of recreation facilities; and identification of recreation programs to create a snapshot of the current parks and recreation system. This data will be used as the basis for the Needs Assessment.

City staff will provide baseline parks and recreation data including park and facility names, locations, acreages, lists of amenities, and list of programs. The CONSULTANT will provide questionnaires and spreadsheets to City staff to facilitate this data gathering.

3. Vision, Goals and Objectives

Based on the results of the planning and public input process, the CONSULTANT will draft a vision with accompanying goals and objectives to reflect the community's values and desires.

4. Needs Assessment

The CONSULTANT will conduct standards-based, demand-based, and resource-based needs assessments to analyze parkland location, quantity, access, and amenities.

Within the standards-based assessment, the CONSULTANT will develop target levels of service for parkland acreage, trail corridors and linkages, and other amenities that are right-sized for the City. Levels of service will be based on the current population and future population projections.

Public input will be summarized in the demand-based assessment. Natural and man-made resources will be analyzed for potential recreation benefit in the resource-based assessment.

5. Recommendations and Implementation Plan

Based on the existing conditions, public input and needs assessment findings, the CONSULTANT will develop citywide and park-specific recommendations for existing and future parkland, facilities, open space, trails, recreational programming, and/or funding and partnerships.

The CONSULTANT will develop an Implementation Plan that includes specific targets to inform CIP budgeting and project prioritization. This portion of the plan element may be contained within this element and/or placed with the comprehensive plan implementation element (Task 12).

Task 9: Economic Development and Economic Resiliency

The recent economic challenges brought about by the coronavirus highlight the need to build economically resilient and diverse communities. While many of the strategies being pursued by the City are still relevant, the CONSULTANT will evaluate these efforts considering the new economic issues facing Central Texas and the City.

The broader factors influencing new development, redevelopment and tourism activity in the City will be examined. A focus will be on complete neighborhoods and equitable access to economic opportunity. The element will address density needs and variables that influence the vibrancy of commercial corridors and nodes.

Building on the findings of Task 5, major land use components or catalytic areas will emerge. The CONSULTANT will examine the high level economic and tax impacts of the major components of the Plan, providing the City with a sense of how much new job activity and incremental revenue will be captured over the next 10 to 20 years.

Recommendations and findings will take into consideration the City's position within Central Texas' competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.

Task 10: Community Image and Urban Design

The cornerstone of a livable community lies within its neighborhoods and human connection. The aim of this section is to evaluate and develop recommendations to encourage quality design of new development and redevelopment.

The CONSULTANT will develop policies that address community gateways, community image, integration of major roadway corridors and the preservation of character-giving community elements. It will also examine opportunities to maintain and enhance the overall quality of life. Recommendations will be made to address the following:

- Street design enhancements
- Pedestrian enhancements
- Gateways along key routes to and through the City
- Community image
- Screening and buffering techniques

Task 11: Draft Implementation

The implementation plan will be structured into a coordinated action program so that City leaders, staff and other decision-makers can easily identify the steps that are necessary to achieve the vision for the City that is described within the Comprehensive Plan. The implementation plan will outline priorities in a matrix format, primarily by:

1. Reviewing the various policies and related recommendations from each plan element.
2. Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions (e.g., possible zoning or subdivision ordinance updates), programs, and intergovernmental partnerships, to create an overall Action Plan.
3. Prioritizing the implementation techniques/actions into appropriate time periods.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.
5. Preparing a diagnostic analysis and report on the City's current development ordinances to identify alterations and amendments necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.

Task 12: Preparation of Final Documents

1. Draft Report

Individual draft plan elements will be sent throughout the planning process. To the extent possible, these elements will be provided in a format to ease review and commenting for the City. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to the CONSULTANT.

The CONSULTANT will prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and aforementioned tasks. It will present a clear narrative with accompanying graphics and figures, as necessary, to describe the intentions of the community. The document will be designed with modern graphic design and narrative approaches to be approachable by both technical and non-technical audiences. The draft will be provided to the City, CPAC and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments. The CONSULTANT will provide a comment review meeting to clarify any comments.

The CONSULTANT will prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration

by the Planning and Zoning Commission and City Council.

2. Final Report and Deliverables

The CONSULTANT will produce an “as adopted” final report to incorporate any changes made during the adoption process by City Council. This document will be created in digital format, including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City.

3. Plan Mapping

Project mapping is vital to both dissemination of information at meetings as well as to the Comprehensive Plan document. All mapping created by the CONSULTANT will be prepared using ESRI’s ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in compatible electronic format in order to generate necessary mapping.

Summary of Meetings and Trips:

Based on the Scope of Services, the CONSULTANT will attend the following meetings:

- Fifteen (15) Monthly Status Meetings with the City
- One (1) Staff Initiation Conference Call
- One (1) Kick-off Meeting and Study Area Tour
- Six (6) CPAC Meetings
- Up to Ten (10) Stakeholder Meetings
- Four (4) Community Workshops, Open Houses, or Similar Engagements
- Two (2) City Council Check-Ins
- Two (2) Adoption Meetings (Planning and Zoning Commission and City Council)

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by CONSULTANT, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Printing and binding of documents will be billed in accordance with the rates outlined in Attachment CO. CONSULTANT, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of CONSULTANT.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparation of new impact fees or impact fee updates for water, wastewater, roadway or drainage under Chapter 395.
- E. Preparation of water, wastewater or drainage master plans.
- F. Preparation of new or updated zoning ordinance, subdivision ordinance and other development regulations, including unified development codes.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, including CAMPO TIP applications.
- H. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- J. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and CONSULTANTS, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- K. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- L. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **fifteen (15) months of the notice to proceed.**

If CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to CONSULTANT, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: City shall perform the following in a timely manner so as not to delay the services of CONSULTANT:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by CONSULTANT within a reasonable time so as not to delay the services of CONSULTANT. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to CONSULTANT's services for the Project.
- E. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: CONSULTANT designates the following representatives:

CONSULTANT's Project Representative	Name:	Chance Sparks, AICP, CNU-A
	E-mail:	Chance.sparks@freese.com
	Phone:	512-617-3156

CONSULTANT's Representative	Accounting	Name:	Stephanie Kirchstein
		E-mail:	Stephanie.kirchstein@freese.com
		Phone:	214-217-2212

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Three Hundred Nineteen Thousand One Hundred Sixty Eight Dollars (\$319,168).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	72	134
Professional 2	90	140
Professional 3	109	202
Professional 4	137	217
Professional 5	165	310
Professional 6	177	354
Construction Manager 1	81	159
Construction Manager 2	97	171
Construction Manager 3	149	199
Construction Manager 4	183	258
CAD Technician/Designer 1	66	131
CAD Technician/Designer 2	93	143
CAD Technician/Designer 3	118	186
Corporate Project Support 1	47	112
Corporate Project Support 2	66	155
Corporate Project Support 3	93	236
Intern / Coop	38	97

Rates for In-House Services and Equipment

Mileage	Bulk Printing and Reproduction		Equipment	
		B&W	Color	
Standard IRS Rates	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
Technology Charge	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
	Mounting (per sq. ft.)	\$2.00		Ultrasonic Thickness Gauge (per day) \$275
	Binding (per binding)	\$0.25		Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2021.

310022021



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 17, 2021
PREPARED BY: Dr. Larry Wallace Jr. Mayor
DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

This item was tabled at the December 2, 2020, Regular Council Meeting until further notice.

This item was tabled at the December 16, 2020, Regular Council Meeting.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- Mayor & City Council Adhoc Committees – Past Meetings
- Charter Section – Article X. Section 10.10 Community Committees

MAYOR’S RECOMMENDATION:

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

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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MAYOR & CITY COUNCIL ADHOC COMMITTEES

Item 13.

COMMITTEE/BOARD	MEMBERS	PAST MEETINGS	ESTABLISHED
Budget Committee	Mayor Pro Tem Harvey Anne Weir Sonia Wallace	8/7/2019 - 4pm 9/4/2019 - 6:30pm 5/13/2020 - 1pm 5/20/2020 - 1pm 7/28/2020 - 1:30pm 8/11/2020 - 1:30pm 12/10/2020 - 11:30am 1/20/2021 - 11:30am 1/27/2021 - 11am	
Park Committee	Deja Hill Anne Weir Sonia Wallace	7/23/2019 - 11am 10/17/2019 - 2pm 12/18/2019 - 6pm 3/4/2020 - 6pm 10/7/2020 - 3pm	Approved and appointed on 6/19/2019
Public Tree Advisory Board	Deja Hill Anne Weir Sonia Wallace LaKesha Small(P&Z) Julie Leonard (P&Z)	3/4/2020 - 6:30pm	Approved and appointed on 11/6/2019 Est. by Ord. No. 559
PID Committee	Gene Kruppa Anne Weir Sonia Wallace	11/25/2019 – 10am 9/16/2020 – 6:30pm 12/2/2020 – 6:30pm	Approved and appointed on 12/5/2018
Education Committee	Emily Hill Mayor Pro Harvey Sonia Wallace	No meetings on city records	Approved and appointed on 12/16/2020
Community Collaborative Committee (previously called Mayor’s Community Collaborative)	No Council Appointed (Charter – Article X; Section 10.10 Community Committees)	No meetings on city records	Approved 3/4/2020 Charter Amendment - 11/2020
Economic Development Committee	No Council Appointed (Charter – Article X; Section 10.10 Community Committees)	No meetings on city records	Approved 3/4/2020 Charter Amendment - 11/2020
Public Safety Committee	Chief Ryan Phipps City Manager Tom Bolt Mayor Wallace Emily Hill Mayor Pro Tem Harvey	10/21/2020 - 6pm 1/27/2021 - 6pm	Approved and appointed on 8/19/2020 Est. by Ord. No. 559 Charter Amendment - 11/2020
Community Advisory Committee	No Council Appointed (Charter – Article X; Section 10.10 Community Committees)	No meetings on city records	Charter Amendment - 11/2020
Emergency Management Committee	Chief Ryan Phipps City Manager Tom Bolt Mayor Wallace Gene Kruppa Emily Hill	5/6/2020 - 3pm 5/13/2020 - 3pm 5/20/2020 - 3pm 5/27/2020 - 3pm	Approved and appointed on 5/4/2020 Est. by Ord. No. 574 Charter Amendment - 11/2020

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