



RITA G. JONSE, MAYOR
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1
MARIA AMEZCUA, PLACE 2
ANNE WEIR, PLACE 3
ZINDIA PIERSON, PLACE 4
REBECCA DAVIES, PLACE 5
RYAN STONE, PLACE 6

CITY COUNCIL REGULAR MEETING AGENDA

WEDNESDAY, JUNE 7, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three 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 on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.

CONSENT AGENDA

The following Items will be enacted by 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.

1. Consideration, discussion, and possible action to approve the minutes for the May 17, 2017 City Council Regular Meeting. Frances Aguilar,
City Secretary

REGULAR AGENDA

2. Consideration, discussion, and possible action regarding support for TxDOT FM973 Conceptual Alternatives. Frank Phelan,
City Engineer

EXECUTIVE SESSION

The City Council will now convene into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

Section 551.072 Deliberations regarding Real Property – deliberate the acquisition and value of real property

OPEN SESSION

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

- | | |
|---|---------------------------------------|
| 3. Consideration, discussion, and possible action on a Resolution of City Council of City of Manor Texas Approving Acquisition of Wastewater Utility Easement and the Approval of Wastewater Utility Easement and Wastewater Utility Commitment Agreement between City of Manor, Texas and Edward Wolf regarding 50.360 acre tract in the G Gates Survey No. 63, Abstract 315, Travis County, Texas and authorizing official to sign on behalf of City of Manor, Texas. | Frank Phelan,
City Engineer |
| 4. Consideration, discussion, and possible action on a fee-in-lieu for replacement of 974 caliper inches of trees for Manor Commons SE Commercial, 22 commercial, parkland, and multi-family lots on 73.25 acres located at the Southeast corner of US Hwy 290 and FM 973. | Scott Dunlop,
Planning Coordinator |
| 5. Consideration, discussion and possible action on proposed changes to the City of Manor Personnel Policies and Procedures Handbook. | Tom Bolt,
City Manager |
| 6. Consideration, discussion, and possible action on a resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters. | Tom Bolt,
City Manager |

ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor 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 for the following purposes:

§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
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I, hereby, certify that this notice of the Manor City Council Special Meeting Agenda was posted on this 4th day of June, 2017 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.

Frances M. Aguilar, TRMC, CMC,
City Secretary

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 special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact Frances Aguilar, City Secretary at 512-272-5555. Provide a 48-hour notice when feasible.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 7, 2017

PREPARED BY: Frances Aguilar

DEPARTMENT: City Secretary

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the May 17, 2017 City Council Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Minutes from May 17, 2017 City Council Regular Meeting

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the minutes for the May 17, 2017 City Council Regular Meeting.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 7, 2017

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action regarding support for TxDOT FM973 Conceptual Alternatives.

BACKGROUND/SUMMARY:

TxDOT has engaged a consulting engineering firm to generate a schematic plan and perform the environmental work for the proposed FM973 bypass around Manor. Manor has an opportunity to provide early feedback to TxDOT regarding conceptual alternatives.

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Conceptual Alternatives Exhibit

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council consider support for various alternatives and submit a letter to TxDOT stating the City's support or protest to the proposed alternatives.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



Texas Department of Transportation
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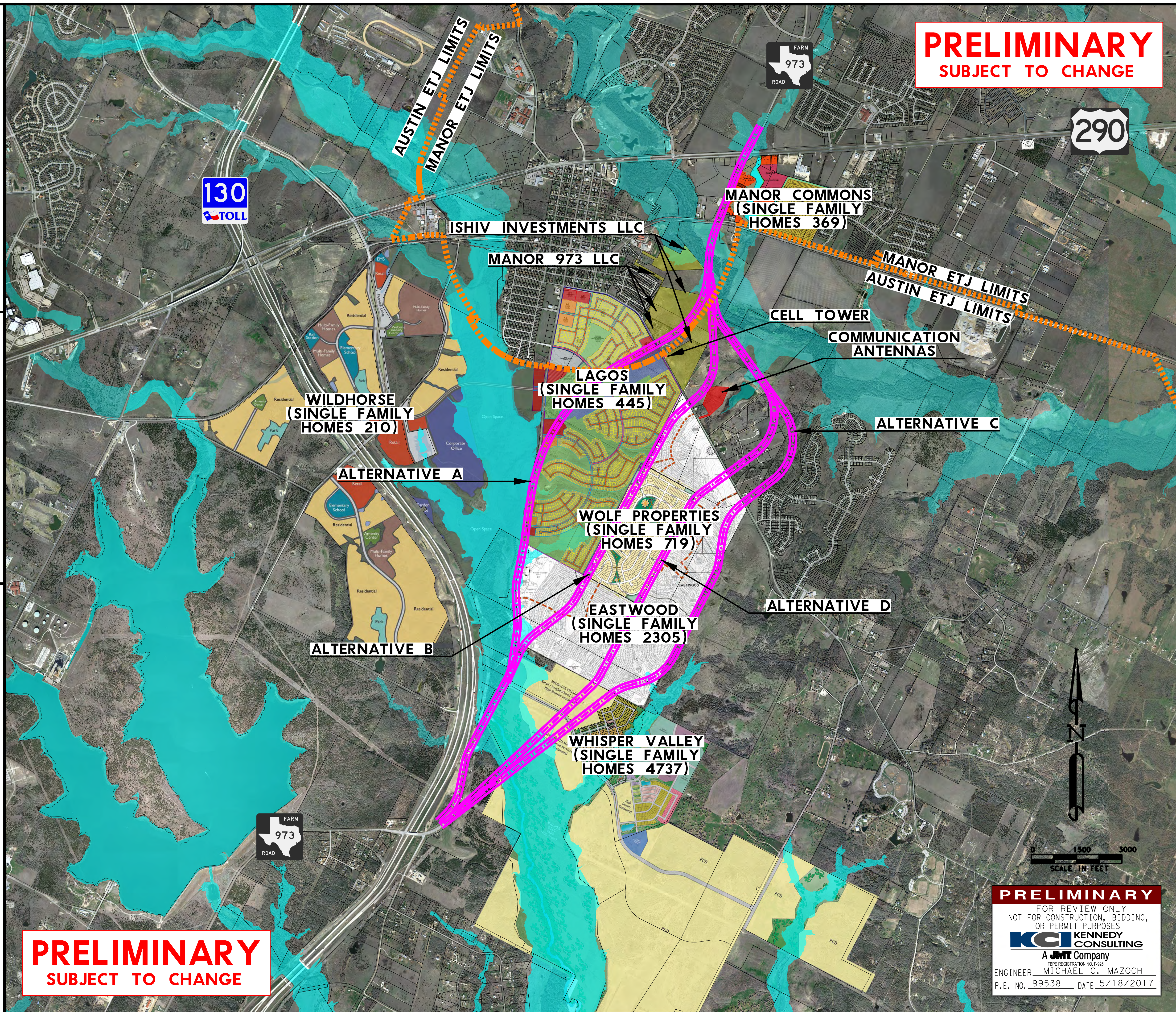
A JMT Company
TBPB REGISTRATION NO. F-926

CONCEPTUAL FM 973 ALTERNATIVES

FM 973 Alternatives Exhibit.dgn

PRELIMINARY
SUBJECT TO CHANGE

PRELIMINARY
SUBJECT TO CHANGE



PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
Kennedy Consulting
A JMT Company
TBPB REGISTRATION NO. F-926
ENGINEER MICHAEL C. MAZUCH
P.E. NO. 99538 DATE 5/18/2017



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 7, 2017

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution of City Council of City of Manor Texas Approving Acquisition of Wastewater Utility Easement and the Approval of Wastewater Utility Easement and Wastewater Utility Commitment Agreement between City of Manor, Texas and Edward Wolf regarding 50.360 acre tract in the G Gates Survey No. 63, Abstract 315, Travis County, Texas and authorizing official to sign on behalf of City of Manor, Texas.

BACKGROUND/SUMMARY:

The property owner's attorney is asking for modification of the easement agreement and that the City adopt a resolution regarding the commitment of service.

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Draft Resolution

Easement documents

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the revised easement document and the resolution.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



0' 300' 600'
SCALE: 1" = 300'

FM 973

50.36 ACRES
G GATES SUR 63 ABS 315

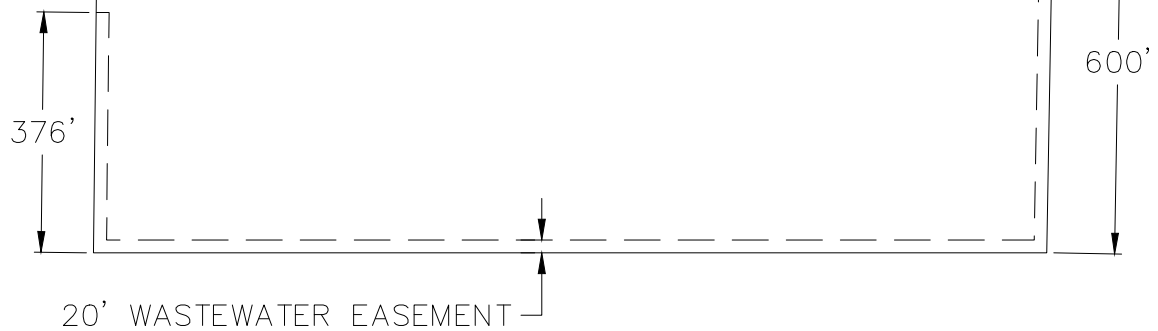


EXHIBIT A
WASTEWATER EASEMENT

DATE: 12/15/2016

SCALE: 1"=300'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel. (512) 259-3882 Fax. (512) 259-8016
TEXAS REGISTERED ENGINEERING FIRM F-4780



0' 300' 600'
SCALE: 1" = 300'

FM 973

50.36 ACRES
G GATES SUR 63 ABS 315

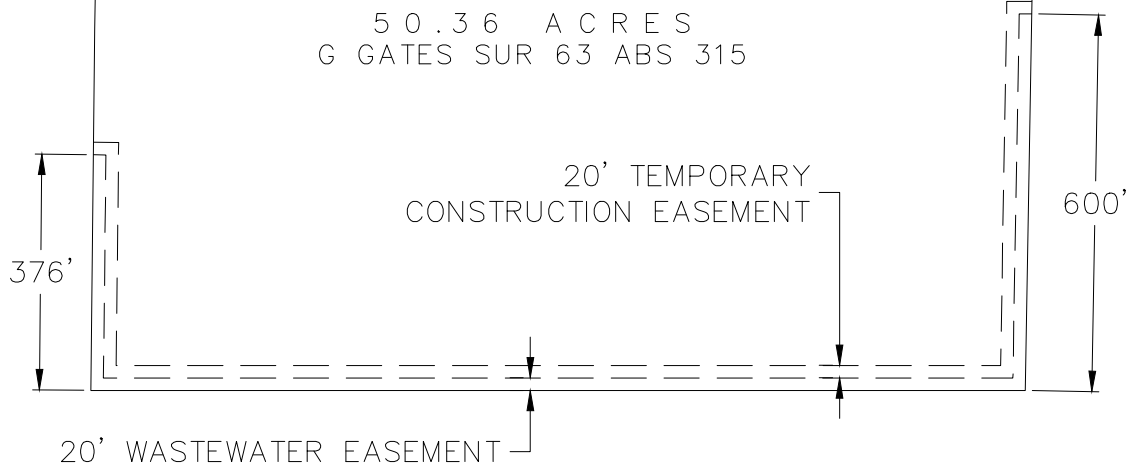


EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

DATE: 02/02/2017

SCALE: 1"=300'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel. (512) 259-3882 Fax. (512) 259-8016
TEXAS REGISTERED ENGINEERING FIRM F-4780



March 21, 2017

Mr. Edward Wolf
2868 County Road 267
Cameron, TX 76520-4936

Re: Wastewater Utility Commitment for
50.360 Acre Tract, ABS 315 SUR 63 GATES G
City of Manor, Texas

Dear Mr. Wolf:


This letter is intended to serve as our commitment to provide up to 400 LUEs of wastewater service to the referenced property that lies partially within the City of Manor's certificated wastewater service area as part of the consideration for a wastewater easement across the referenced property. The provision of wastewater service is contingent upon payment of all applicable fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, State, and City Ordinances, policies, requirements and procedures. You will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development.

This service commitment will expire upon the 5-year anniversary of this letter, unless a written request is submitted to the City of Manor to extend the commitment for an additional 5 years. No further extension of this service commitment will be granted.

Please call should you have any questions in this regard.

Sincerely,

City of Manor


City Manager

Cc Frank Phelan, Jay Engineering Company, Inc.

TEMPORARY CONSTRUCTION EASEMENT

DATE: **March __, 2017**

GRANTORS: **Geraldine Wolf and Edward Wolf**

GRANTOR'S MAILING ADDRESS: **2868 County Road 267
Cameron, Milam County, Texas 76520**

GRANTEE: **City of Manor, Texas**

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

LIENHOLDER: _____

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

PROPERTY:

A Twenty Foot (20') Wide temporary construction easement being a portion of that certain 50.360-acre, more or less, tract lying and situated in the G Gates Survey No. 63, Abstract 315, Travis County, Texas, described in a deed to Geraldine and Edward Wolf, of record in Deed Number 2007059859TR of the deed records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTORS, for the **CONSIDERATION** paid to **GRANTORS**, hereby grant, sell, and convey to **GRANTEE**, its successors and assigns, an exclusive, temporary easement for the purpose of placing, constructing, or causing to be placed, constructed, or improvements reasonably necessary for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto. The Temporary Construction Easement will expire upon completion and acceptance by the City of the 2017 Wastewater Collection System Improvements Project.

The Temporary Construction Easement is subject to the following covenant:

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

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 **GRANTORS** do hereby bind themselves, their heirs, executors, 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.

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

GRANTORS:

Geraldine Wolf

Edward Wolf

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Geraldine Wolf, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same 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 _____, 201__.

(SEAL)

Notary Public-State of

THE STATE OF TEXAS

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward Wolf, Grantor herein, known to me to be 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 therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____day of _____, 201__.

(SEAL)

Notary Public-State of

After recording return to:

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

WASTEWATER UTILITY EASEMENT

DATE: **April __, 2017**

GRANTORS: **Geraldine Wolf and Edward Wolf**

GRANTOR'S MAILING ADDRESS: **2868 County Road 267
Cameron, Milam County, Texas 76520**

GRANTEE: **City of Manor, Texas**

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

LIENHOLDER: _____

CONSIDERATION: Eleven Thousand Five Hundred dollars (\$11,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A Twenty Foot (20') Wide wastewater utility easement being a portion of that certain 50.360-acre, more or less, tract lying and situated in the G Gates Survey No. 63, Abstract 315, Travis County, Texas, described in a deed to Geraldine and Edward Wolf, of record in Deed Number 2007059859TR of the deed records of Travis County, Texas, as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTORS, for the **CONSIDERATION** paid to **GRANTORS**, hereby grant, sell, and convey 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 for the supplying of wastewater service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto.

The Wastewater Utility Easement is subject to the following covenant:

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

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 **GRANTORS** do hereby bind themselves, their heirs, executors, 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.

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

GRANTORS:

Geraldine Wolf

Edward Wolf

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Geraldine Wolf, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same 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 _____, 201__.

(SEAL)

Notary Public-State of

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Edward Wolf, Grantor herein, known to me to be 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 therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____day of _____, 201__.

(SEAL)

Notary Public-State of

After recording return to:

City of Manor, Texas
105 E. Eggleston Street
Manor, Texas 78653

**AGENDA ITEM SUMMARY FORM****PROPOSED MEETING DATE:** June 7, 2017**PREPARED BY:** Scott Dunlop**DEPARTMENT:** Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a fee-in-lieu for replacement of 974 caliper inches of trees for Manor Commons SE Commercial, 22 commercial, parkland, and multi-family lots on 73.25 acres located at the Southeast corner of US Hwy 290 and FM 973.

BACKGROUND/SUMMARY:

Primarily as part of the parkland development, 89 trees totaling 974 caliper inches will have to be removed. A portion of these trees will be replaced once the grading and site work is complete but our ordinance requires as part of the preliminary plan that replacement trees be shown on the plat. The location for the replacement trees is not defined yet so a fee-in-lieu is being requested. The developer has proposed to pay the fee-in-lieu into an escrow account that as they add trees into the parkland area within 18 months of plat approval, they can draw from that account. Any remaining balance will be for the City to use to add trees. They also indicated that they will require as a note on the final plats that lots in this development will have to have an additional 10 caliper inches (2-3 trees) and if those caliper inches can't be accommodated on site then they can be added to the park lots.

PRESENTATION: ☐ YES ☒ NO**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Preliminary Plan

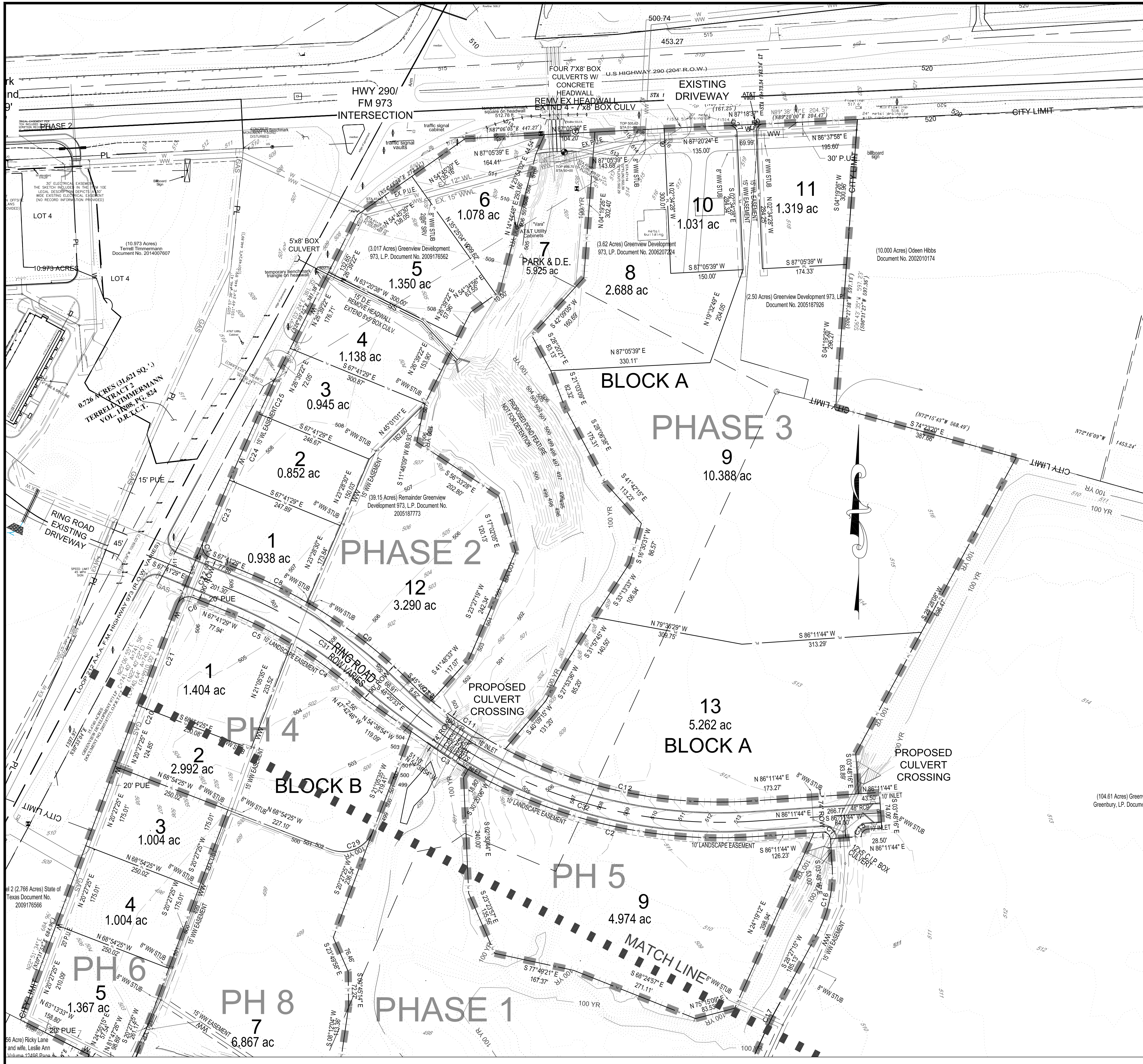
Tree survey

Preliminary Plan note

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council determine an appropriate fee-in-lieu for the developer.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N 48°48'16" W	15.00	23.56	21.21
C2	N 76°44'05" W	1032.00	614.91	605.86
C3	N 57°09'24" W	1032.00	90.36	90.33
C4	N 53°18'10" W	955.00	186.35	186.05
C5	N 63°17'32" W	955.00	146.65	146.51
C6	S 67°07'29" W	25.00	39.43	35.47
C7	S 22°28'40" E	25.00	39.46	35.49
C8	S 63°44'44" E	1045.00	143.93	143.82
C9	S 51°53'54" E	1045.00	288.22	287.31
C10	S 50°28'11" E	958.00	31.47	31.47
C11	S 56°52'24" E	958.00	182.67	182.39
C12	S 78°04'13" E	958.00	526.16	519.57
C14	N 83°23'14" W	2635.35	195.23	195.18
C15	S 41°11'44" W	15.00	23.56	21.21
C16	S 12°19'29" W	268.00	150.89	148.90
C17	S 26°38'58" W	332.00	20.92	20.91
C18	S 65°59'13" W	15.00	21.54	19.74
C19	N 74°42'52" W	2635.35	165.70	165.67
C20	N 20°38'22" E	10116.78	9.85	9.85
C21	N 21°18'15" E	10116.78	224.88	224.88
C22	N 22°20'18" E	10116.78	140.35	140.35
C23	N 23°07'37" E	10116.78	138.14	138.14
C24	N 23°56'35" E	10116.78	150.06	150.06
C25	N 24°35'22" E	10116.78	78.22	78.22
C27	S 47°45'50" E	15.00	23.49	21.16
C28	S 00°42'33" W	280.00	35.33	35.31
C29	S 66°05'35" W	68.50	107.60	96.87
C30	S 42°15'34" W	15.00	23.65	21.27
C31	S 57°42'07" E	1000.00	348.69	346.93
C32	N 70°45'31" W	1000.00	804.45	782.94
C33	N 00°42'33" E	320.00	40.38	40.35

LEGEND

100 YR

PL

CITY LIMIT

EX W

EX WW

W

WW

GAS

EXISTING CONTOURS

PROPOSED CONTOURS

100 YR FLOOD PLAIN

PROPERTY LINE

ADJOINER

CITY LIMITS

EXISTING WATER MAIN

EXISTING WASTEWATER MAIN

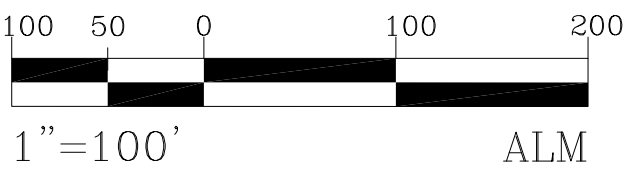
PROPOSED C.O.M. WATER LINE

PROPOSED C.O.M. WW LINE

GUARD RAIL

PHASE LINES

EX. GAS MAIN



MANOR SE COMMERCIAL
PRELIMINARY PLAN
NOT FOR RECORDATION

MANOR,
TRAVIS COUNTY,
TEXAS
ALM ENGINEERING, INC. F-3565
1705 S. Capital of TX Hwy, Ste. 150
Austin, Texas, 78746.

PRELIMINARY PLAN SHEET 1

MANOR SE COMMERCIAL

FM 973

MANOR, TX

DATE: 5/1/2017

JOB: SITE

DRAWN BY: MM

CHECKED BY: MM

SCALE: 1"=100'

DATE: 5/1/2017

JOB: SITE

DRAWN BY: MM

CHECKED BY: MM

ALM ENGINEERING, INC.

F-3565

CONSULTING ENGINEERS

1705 S Capital of TX Hwy, Ste. 150

Austin, Texas, 78746.

(512)431-9600 * almmeng@sbcglobal.net

5-1-2017

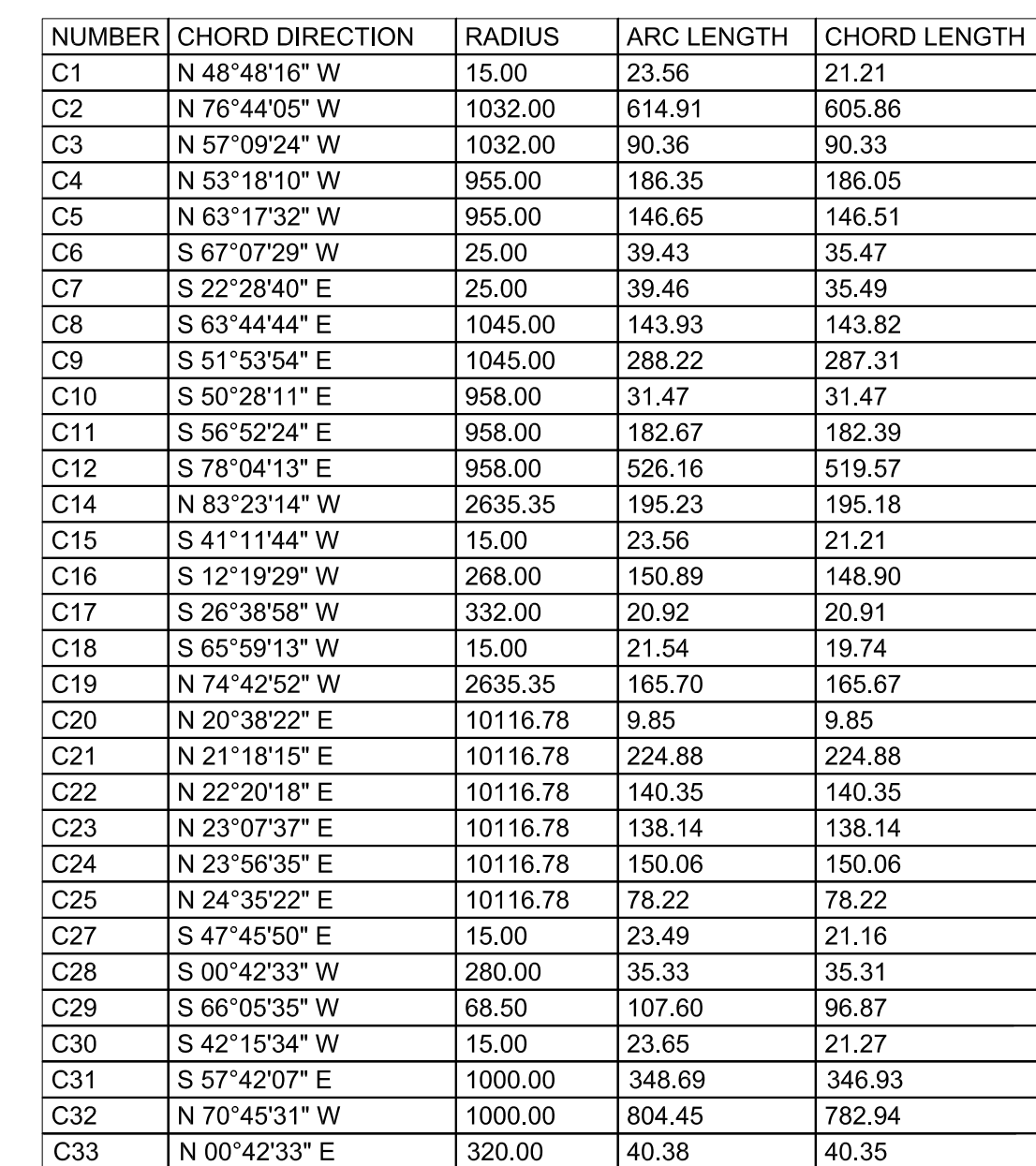
MANOR SE COMMERCIAL

PRELIMINARY PLAN

NOT FOR RECORDATION

Sheet

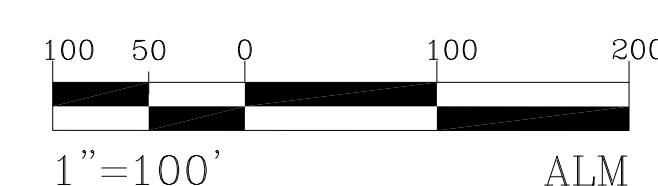
2 OF 11



NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N 48°48'16" W	1030	23.56	21.21
C2	N 76°44'05" W	1522.00	614.91	605.86
C3	N 57°09'24" W	1032.00	90.36	90.33
C4	N 53°18'10" W	955.00	186.35	186.05
C5	N 63°17'32" W	955.00	146.65	146.51
C6	S 67°07'29" W	25.00	39.43	35.47
C7	S 22°28'40" E	25.00	39.46	35.49
C8	S 63°44'44" E	1045.00	143.93	143.82
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C15	S 41°11'44" W	15.00	23.56	21.21
C16	S 12°19'29" W	288.00	150.89	148.90
C17	S 26°38'58" W	332.00	20.92	20.91
C18	S 65°59'13" W	15.00	21.54	19.74
C19	N 74°42'52" W	2635.35	165.70	165.67
C20	N 20°38'22" E	10116.78	9.85	9.85
C21	N 21°18'15" E	10116.78	224.88	224.88
C22	N 22°20'18" E	10116.78	140.35	140.35
C23	N 23°07'37" E	10116.78	138.14	138.14
C24	N 23°56'35" E	10116.78	150.06	150.06
C25	N 24°35'22" E	10116.78	78.22	78.22
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C32	N 70°45'31" W	1000.00	804.45	782.94
C33	N 00°42'33" E	320.00	40.38	40.35

LEGEND

-
- | | |
|--|----------------------------|
| | EXISTING CONTOURS |
| | PROPOSED CONTOURS |
| | 100 YR FLOOD PLAIN |
| | PROPERTY LINE |
| | ADJOINER |
| | CITY LIMITS |
| | EXISTING WATER MAIN |
| | EXISTING WASTEWATER MAIN |
| | PROPOSED C.O.M. WATER LINE |
| | PROPOSED C.O.M. WW LINE |

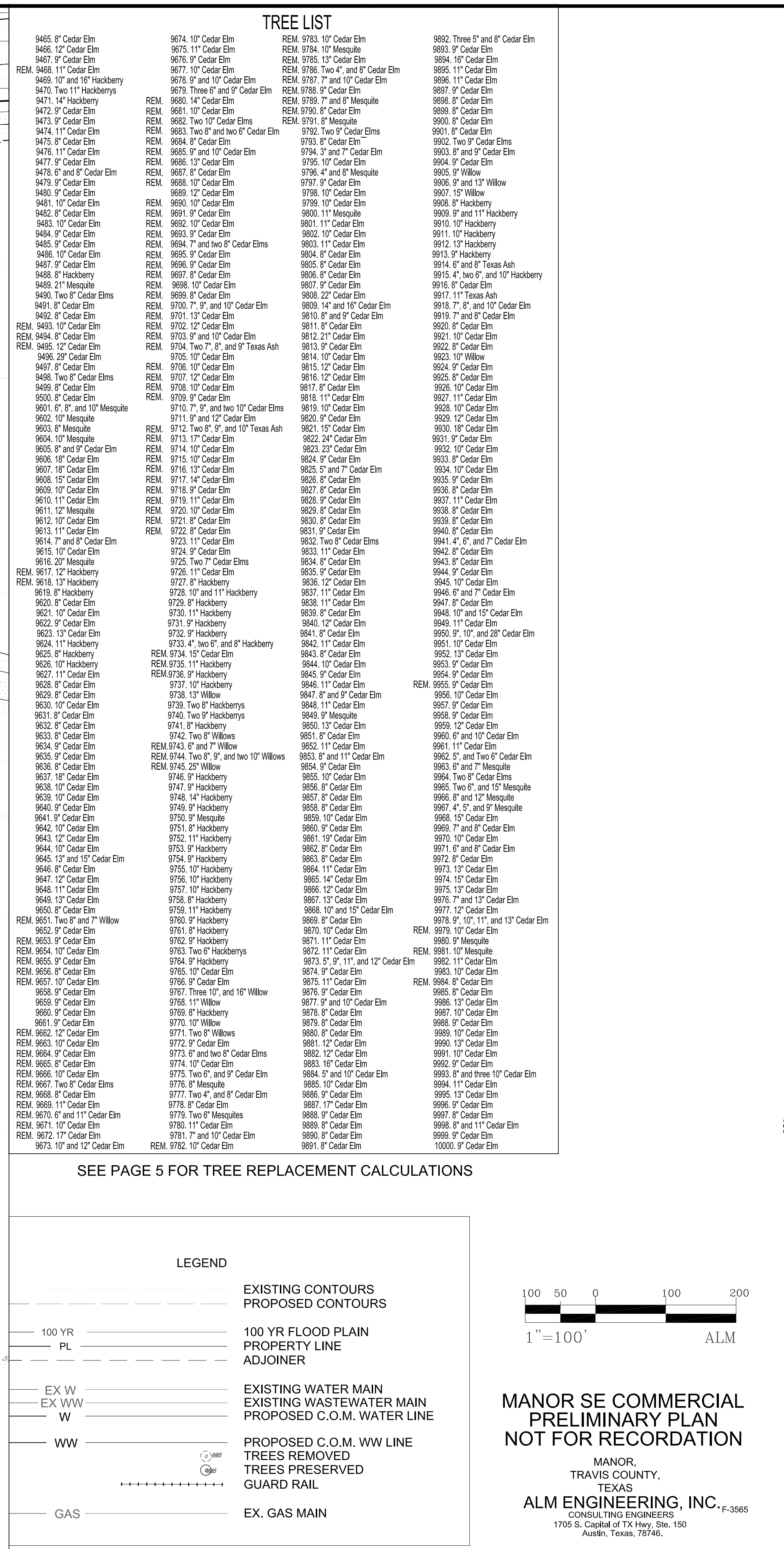



MANOR SE COMMERCIAL
PRELIMINARY PLAN
NOT FOR RECORDATION

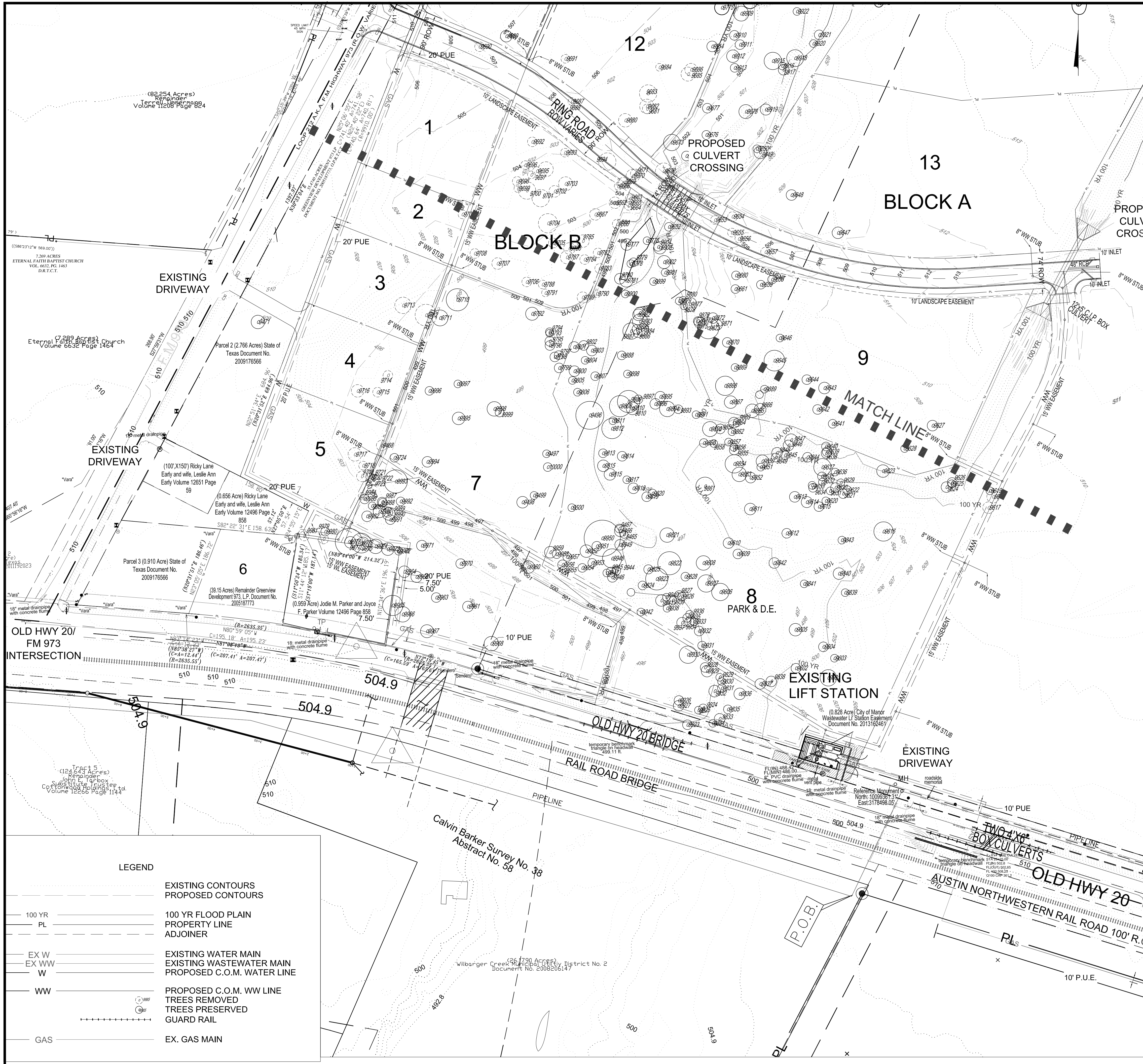
MANOR,
TRAVIS COUNTY,
TEXAS

ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
1705 S. Capital of TX Hwy, Ste. 150
Austin, Texas, 78746

[illegible]



Sheet 4 OF 11	TREE LOCATION SHEET 1	 5-1-2017	ALM ENGINEERING, INC. CONSULTING ENGINEERS 1705 S Capital of TX Hwy, Ste. 150 Austin, Texas, 78746. (512)431-9600 * almeng@sbcglobal.net				SCALE: 1"=100'	#	REVISION	DATE
	MANOR SE COMMERCIAL		DATE: 5/1/2017							
	FM 973		JOB: SITE							
	MANOR, TX		DRAWN BY: MM							
			CHECKED BY: MM							

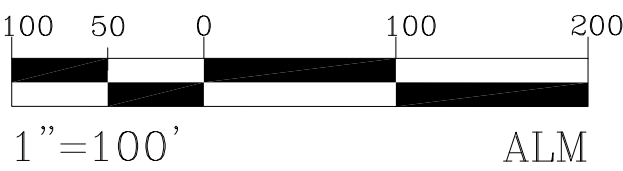


			REPLACEMENT	
			1:1	1:2
9468	11	CEDAR ELM	11	
9493	10	CEDAR ELM	10	
9494	8	CEDAR ELM	8	
9495	12	CEDAR ELM	12	
9617	12	HACKBERRY	12	
9618	13	HACKBERRY	13	
9651	15	WILLOW	15	
9653	9	CEDAR ELM	9	
9654	10	CEDAR ELM	10	
9655	9	CEDAR ELM	9	
9656	8	CEDAR ELM	8	
9657	10	CEDAR ELM	10	
9662	12	CEDAR ELM	12	
9663	10	CEDAR ELM	10	
9664	9	CEDAR ELM	9	
9665	8	CEDAR ELM	8	
9666	10	CEDAR ELM	10	
9667	12	CEDAR ELM	12	
9668	8	CEDAR ELM	8	
9669	11	CEDAR ELM	11	
9670	16	CEDAR ELM	16	
9671	10	CEDAR ELM	10	
9672	17	CEDAR ELM	17	
9680	14	CEDAR ELM	14	
9681	10	CEDAR ELM	10	
9682	15	CEDAR ELM	15	
9683	12	CEDAR ELM	12	
9684	8	CEDAR ELM	8	
9685	15	CEDAR ELM	15	
9686	13	CEDAR ELM	13	
9687	8	CEDAR ELM	8	
9688	10	CEDAR ELM	10	
9690	10	CEDAR ELM	10	
9691	9	CEDAR ELM	9	
9692	10	CEDAR ELM	10	
9693	9	CEDAR ELM	9	
9694	12	CEDAR ELM	12	
9695	9	CEDAR ELM	9	
9696	9	CEDAR ELM	9	
9697	8	CEDAR ELM	8	
9698	10	CEDAR ELM	10	
9699	8	CEDAR ELM	8	
9700	15	CEDAR ELM	15	
9701	13	CEDAR ELM	13	
9702	12	CEDAR ELM	12	
9703	15	CEDAR ELM	15	
9704	13	TEXAS ASH	13	
9706	10	CEDAR ELM	10	
9707	12	CEDAR ELM	12	
9708	10	CEDAR ELM	10	
9709	9	CEDAR ELM	9	
9712	8	TEXAS ASH	8	
	8	TEXAS ASH	8	
	9	TEXAS ASH	9	
	10	TEXAS ASH	10	
9713	17	CEDAR ELM	17	
9714	10	CEDAR ELM	10	
9715	10	CEDAR ELM	10	
9716	13	CEDAR ELM	13	
9717	14	CEDAR ELM	14	
9718	9	CEDAR ELM	9	
9719	11	CEDAR ELM	11	
9720	10	CEDAR ELM	10	
9721	8	CEDAR ELM	8	
9722	8	CEDAR ELM	8	
9734	15	CEDAR ELM	15	
9735	11	HACKBERRY	11	
9736	9	HACKBERRY	9	
9743	11	WILLOW	11	
9744	8	WILLOW	8	
	8	WILLOW	8	
	9	WILLOW	9	
	9	WILLOW	9	
	10	WILLOW	10	
9745	25	WILLOW		50
9782	10	CEDAR ELM	10	
9783	10	CEDAR ELM	10	
9784	10	MESQUITE	10	
9785	13	CEDAR ELM	13	
9786	8	CEDAR ELM	8	
9787	10	CEDAR ELM	10	
9788	9	CEDAR ELM	9	
9789	8	MESQUITE	8	
9790	8	CEDAR ELM	8	
9791	8	MESQUITE	8	
9955	9	CEDAR ELM	9	
9979	10	MESQUITE	10	
9981	10	MESQUITE	10	
9984	8	CEDAR ELM	8	
TOTAL			924	50
SUM			974	

BLOCK A	LOT AREA	ESTIMATED REPLACEMENT
LOT		
1	0.938 ac.	13
2	0.852 ac.	12
3	0.945 ac.	14
4	1.138 ac.	16
5	1.350 ac.	19
6	1.078 ac.	15
PARK 7	5.925 ac.	83
8	1.769 ac.	25
9	10.436 ac.	145
10	1.043 ac.	15
11	2.671 ac.	38
12	3.290 ac.	46
13	4.840 ac.	68

BLOCK B	LOT AREA	ESTIMATED REPLACEMENT
LOT		
1	1.404 ac.	20
2	2.992 ac.	42
3	1.004 ac.	14
4	1.004 ac.	14
5	1.367 ac.	19
6	0.737 ac.	11
7	6.867 ac.	96
PARK 8	13.745 ac.	191
9	4.974 ac.	69
TOTAL		70.369 ac.
RATE		13.86 IN/AC.

SEE COVER FOR TREE REPLACEMENT ALLOCATION



MANOR SE COMMERCIAL
PRELIMINARY PLAN
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TRAVIS COUNTY,
TEXAS
ALM ENGINEERING, INC. F-3565
CONSULTING ENGINEERS
1705 S. Capital of TX Hwy, Ste. 150
Austin, Texas, 78746.

DATE

REVISION

#

SCALE: 1"=100'

DATE: 5/1/2017

JOB: SITE

DRAWN BY: MM

CHECKED BY: MM

ALM ENGINEERING, INC.

CONSULTING ENGINEERS F-3565

1705 S Capital of TX Hwy, Ste. 150

Austin, Texas, 78746.

(512)431-9600 * almmeng@sbcglobal.net

TREE LOCATION SHEET 2

MANOR SE COMMERCIAL

FM 973

MANOR, TX

Sheet 5 OF 11

Preliminary Plat Note as presented by Developer:

Owner to post "Tree Fee" in the amount of \$37,500* with the City of Manor. Such Tree Fee can be reimbursed to Owner upon proof of expenditures for planting and relocation of trees along Ring Road or in the park, Lot 7, Block A or Lot 8, Block B. Posting of the Tree Fee will remove any obligation for future plantings for the owner of Lot 7, Block A and Lot 8, Block B. Owner must relocate and plant any trees within 18 months of issuance of the initial site development permit. Owner will receive credit and be eligible for reimbursement at the rate of \$37.50* per caliper inch planted for such plantings and relocations. All other lots must have a final plat note that requires 10 caliper inches of trees per acre to be planted either on such lot or in a designated area of the park lots, Lot 7, Block A or Lot 8, Block B. Such planting requirement is in addition to any landscaping requirements and planting requirements required under City of Manor ordinances.

***Staff Note: Amount is a placeholder calculated at about \$75 per 2 caliper inches. $974 \text{ caliper inches} / 2 = 487 * 75 = \$36,525$ (rounded up to \$37,500) Actual amount is subject to Council decision.**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 7, 2017

PREPARED BY: Thomas Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on proposed changes to the City of Manor Personnel Policies and Procedures Handbook.

BACKGROUND/SUMMARY:

As management enforces provisions of the City of Manor Personnel Policies and Procedures Handbook, opportunities for both clarification of policy and response to employee requests have been acknowledged. The following are changes which reflect earlier policy provisions and some modification to current provisions.

- 1). Longevity Pay; In response to an employee survey staff by a majority felt that receiving the check on the date of their anniversary would draw attention to the special day. There is no additional cost to change the provision to the anniversary date as opposed to the current December date.
- 2). Vacation Approval: The previous policy included provisions for employees with regard to securing vacation dates by seniority, and allowed that a request for vacation be made 10 days prior to the date(s) an employee wishes to use this benefit. The former recognizes an employee's longevity and the latter allows for better management of departments allowing for a Dept. Head to adjust other personnel to cover duties.
- 3). Sick Leave Pool: this amendment would require any employee using leave from the pool to donate up to Forty (40) hours in one hour increments. This requirement would help to replenish the pool.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Sections of the Policy Handbook with added or clarified provisions.

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the proposed changes to the City of Manor Personnel Policies and Procedures Handbook with regard to Longevity Pay, Vacation Approval and Sick Leave Pool as presented.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

LONGEVITY PAY

Current Policy

The City provides regular full-time employees longevity pay. All regular full-time employees employed who have been continuously employed for two (2) years or more as November 30 of the calendar year shall be eligible for additional compensation at a rate of one-hundred (\$100.00) per year for each full year of continuous service with the City up to a maximum of twenty-five (25) years.

Longevity pay will be awarded annually, as a lump sum, during December each year and only eligible employees who are in an active pay status on December 1st will receive this benefit.

Longevity pay is not an accrued benefit payable upon termination of employment.

LONGEVITY PAY

New Policy

The City provides regular full-time employees longevity pay. All regular full-time employees who have been continuously employed for two (2) years or more, **each calendar year** shall be eligible for additional compensation at a rate of one-hundred (\$100.00) per year for each full year of continuous service with the City up to a maximum of twenty-five (25) years.

Longevity pay will be awarded annually, as a lump sum, **on the anniversary of the hire date.** Longevity pay is not an accrued benefit payable upon termination of employment.

VACATION LEAVE

Regular full-time employees accrue vacation leave each pay period at a rate of 3.69 hours for each pay period worked which yields 96 hours or 12 work days annually:

- After five years of employment, regular full-time employees shall earn 4.62 hours each pay period worked which yields 120 hours or 15 work days annually.
- After ten years of employment, regular full-time employees shall earn 6.15 hours each pay period worked which yields 160 hours or 20 work days annually.
- After fifteen years of employment, regular full-time employees shall earn 7.69 hours each pay period worked which yields 200 hours or 25 work days annually.
- After twenty years of employment, regular full-time employees shall earn 9.23 hours each pay period worked which yields 240 hours or 30 work days annually.

Employees may not “borrow” unearned vacation time; employees may receive payment of vacation in lieu of taking time off, as approved by the City Manager except as provided below.

Regular part-time, temporary, and seasonal employees do not earn vacation leave. Official City-observed holidays occurring while an employee is on approved paid leave are considered paid holidays and do not affect vacation leave balances. Paid vacation leave is not considered hours worked for purposes of performing overtime calculations. Only scheduled working days taken off shall be counted as vacation days.

Use and Scheduling of Vacation Leave - Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when sick leave is exhausted, inability to get to work because of inclement weather, or for other purposes, and may be taken in hourly increments. Employees must schedule their annual vacation leave in accordance with their Department's guidelines governing vacation scheduling and utilizing the Leave Request form. Whenever possible, vacation time will be scheduled at the convenience of employees. However, Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than ten consecutive work days of vacation time may be taken off, unless the City Manager grants an exception. Non-exempt employees may not be paid over 40 hours including the vacation leave within the same work week.

Maximum Accruals – The maximum number of vacation days that may be accumulated from one fiscal year to the next is forty days (320 hours). All days in excess of maximum accumulation are lost on September 30th of each fiscal year (except as otherwise provided for in this policy). Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is “lost” on September 30th of each fiscal year. If the needs of the City and/or Department preclude the taking of a scheduled vacation, the Department Director may defer an employee’s scheduled vacation leave. In such cases, the Department Director may seek approval from City Manager to pay an employee for “deferred” vacation (vacation that was unable to be taken by the employee due to an operational necessity of the City) but this is determined on a case by case basis and at the sole discretion of the City Manager.

Compensation for Vacation Leave - Vacation is paid at the employee’s base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused vacation, except upon separation of employment, or if an employee is precluded from taking a scheduled vacation due to City and/or department needs as set out above. Upon termination, retirement, or resignation an employee shall be paid for accrued vacation leave up to a maximum of 320 hours at the rate of pay the employee was receiving at the time of separation. Upon the death of an employee, the accrued vacation will be paid to the employee’s estate.

Definitions

Compensable Hours - The hours worked or taken in a pay period must equal 80 hours for full-time employees before vacation hours will be accrued.

Vacation Day – A “vacation day” is defined as an 8-hour period for all regular full-time employees. Employees are not required to take a full day of vacation; they may take vacation in one hour increments.

VACATION LEAVE

Regular full-time employees accrue vacation leave each pay period at a rate of 3.69 hours for each pay period worked which yields 96 hours or 12 work days annually:

- After five years of employment, regular full-time employees shall earn 4.62 hours each pay period worked which yields 120 hours or 15 work days annually.
- After ten years of employment, regular full-time employees shall earn 6.15 hours each pay period worked which yields 160 hours or 20 work days annually.
- After fifteen years of employment, regular full-time employees shall earn 7.69 hours each pay period worked which yields 200 hours or 25 work days annually.
- After twenty years of employment, regular full-time employees shall earn 9.23 hours each pay period worked which yields 240 hours or 30 work days annually.

Employees may not “borrow” unearned vacation time; employees may receive payment of vacation in lieu of taking time off, as approved by the City Manager except as provided below.

Regular part-time, temporary, and seasonal employees do not earn vacation leave. Official City-observed holidays occurring while an employee is on approved paid leave are considered paid holidays and do not affect vacation leave balances. Paid vacation leave is not considered hours worked for purposes of performing overtime calculations. Only scheduled working days taken off shall be counted as vacation days.

Use and Scheduling of Vacation Leave - Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when sick leave is exhausted, inability to get to work because of inclement weather, or for other purposes, and may be taken in hourly increments. **Employees will complete a Leave Request form to be eligible for any vacation leave, if the form is incomplete or is not submitted in a timely manner, or the employee has not accrued the amount of time being requested, the request will be returned to the employee or to the supervisor who will notify the employee that it is unacceptable.** All employees must make sure they have an approved Leave Request form on file before leaving for vacation.

All requests for vacation will be made a minimum of 10 days in advance.

Employees with seniority will have first option to request a vacation time slot, but that request must be submitted no later than April 15th each calendar year, after that, vacation requests will be approved on a first come first serve basis.

Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. No more than ten consecutive work days of vacation time may be taken off, unless the City Manager grants an exception. Non-exempt employees

may not be paid over 40 hours including the vacation leave within the same work week.

Maximum Accruals – The maximum number of vacation days that may be accumulated from one fiscal year to the next is forty days (320 hours). All days in excess of maximum accumulation are lost on September 30th of each fiscal year (except as otherwise provided for in this policy). Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is “lost” on September 30th of each fiscal year. If the needs of the City and/or Department preclude the taking of a scheduled vacation, the Department Director may defer an employee’s scheduled vacation leave. In such cases, the Department Director may seek approval from City Manager to pay an employee for “deferred” vacation (vacation that was unable to be taken by the employee due to an operational necessity of the City) but this is determined on a case by case basis and at the sole discretion of the City Manager.

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Definitions

Compensable Hours - The hours worked or taken in a pay period must equal 80 hours for full-time employees before vacation hours will be accrued.

Vacation Day – A “vacation day” is defined as an 8-hour period for all regular full-time employees. Employees are not required to take a full day of vacation; they may take vacation in one hour increments.



Request for Leave

Employee Name:	
Department:	
Dept. Head:	
Balance of Leave requested	

Leave Type (S) Sick (V) Vacation (P) Personal day	Start Date	End Date	Days	Hours with Pay	Hours without Pay

--

Employee Signature: _____ Date: _____

Approved by: _____ Date: _____

☐ Denied due to: _____

Disability and Accumulated Sick Leave – The City of Manor does not provide paid disability leave but makes disability insurance benefits available to its employees. The City of Manor prohibits an employee from receiving both sick leave and disability benefits simultaneously. Payment of disability benefits is done in accordance with the terms of the disability policy. It will be at the employee's discretion whether or not to utilize accumulated sick leave or receive disability funds in the amount of 60% of their salary if the employee is eligible for disability benefits.

Sick Leave Pool -- The City of Manor Sick Leave Pool provides a benefit to eligible employees who have exhausted accrued vacation and sick leave by virtue of a Catastrophic Injury or Illness of their own or that of an Immediate Family Member. The Sick Leave Pool will be administered by the Human Resources Department of the City.

Eligibility for Participation in the Sick Leave Pool:

- All full-time regular employees who have been employed by the City for six months or longer are eligible to participate in the Sick Leave Pool.
- Employees who are out on leave due to a work-related injury and who are receiving workers' compensation benefits and those who are on disability leave for any reason and receiving disability benefits may not withdraw leave from the Sick Leave Pool if the combination of sick leave and benefits (workers' compensation or disability) exceeds the employee's pre-injury or pre-illness compensation.

Contributions to the Sick Leave Pool:

- Contributions to the Sick Leave Pool may be made at any time on a strictly voluntary basis.
- Eligible Employees desiring to donate time to the Sick Leave Pool must communicate in writing to the Human Resources Department, indicating the amount of sick leave to be donated.
- All donations to the Sick Leave Pool must be in increments of one full day of employee's regularly scheduled work day and may not exceed five (5) days except in accordance with subparagraph 2.E below.
- After a written statement is received by the Human Resources Department, the number of days donated will be credited to the Sick Leave Pool and deducted from the accrued sick leave of the employee making the contribution.
- When an employee is retiring from the City or voluntarily terminating his or her employment with the City, the employee may contribute up to ten hours of accrued sick leave to the Sick Leave Pool.
- Contributions to the Sick Leave Pool may not be earmarked for the benefit of a particular employee.

Withdrawals from the Sick Leave Pool:

- An employee may obtain leave from the Sick Leave Pool if the employee or an employee's Immediate Family Member has experienced a Catastrophic Injury or Illness resulting in the exhaustion of the entire employee's accrued vacation and sick leave.
- An employee requesting leave from the Sick Leave Pool must make a written request to the Human Resources Department. If an employee is unable to make a written request due to the employee's own catastrophic injury or illness, an exception may be made given the circumstances, as determined by the City Manager and the Human Resources Department. In the event the employee has not previously provided the City with a Medical Certification supporting the Catastrophic Injury or Illness underlying the need for the leave, such a Medical Certification must be submitted with the Withdrawal Form. All medical information obtained pursuant to this Policy will be maintained as confidential information by the City to the extent allowed by law.
- A determination that an employee or an employee's Immediate Family Member has a Catastrophic Injury or Illness under the Sick Leave Policy does not mean that the employee or the employee's Immediate Family Member has a "serious health condition" under the FMLA or a "disability" under the ADA. The City Manager and the Human Resources Department will make the final decision regarding approval or denial of request by any employee to make withdrawals from the Sick Leave Pool.
- An employee may not withdraw an amount of sick leave that exceeds the lesser of ninety (90) days or one-third (1/3) of the total amount of time in the Sick Leave Pool.
- Employees who have contributed leave to the Sick Leave Pool may not withdraw donated time unless they become eligible to withdraw leave from the Sick Leave Pool pursuant to this Policy and are approved to withdraw time.
- Employees are limited to one withdrawal request per calendar year.
- Employees do not accrue any form of paid leave while using leave from the Sick Leave Pool. An employee who is out on leave from the Sick Leave Pool will be treated in all respects as an employee who is out on regular sick leave.
- Requests for withdrawal of leave time from the Sick Leave Pool should be submitted as soon as the need for such leave is realized by the employee. Requests for withdrawal of leave are handled by Human Resources on a first come, first serve basis with all decisions being made within ten (10) working days of receipt of the written request.
- If an employee returns to work without having used all of the leave time obtained from the Sick Leave Pool, all unused leave time must be returned to the Sick Leave Pool.
- The estate of a deceased employee is not entitled to payment for unused time withdrawn by the employee from the Sick Leave Pool.

Definitions:

- "Catastrophic Injury or Illness" means a severe condition or combination of conditions affecting the mental or physical health of the individual that requires the services of a

licensed practitioner for a prolonged period of time and that forces the employee to exhaust all of the employee's accrued leave time. The uncomplicated delivery of a child at the conclusion of a pregnancy and elective surgery are not considered a Catastrophic Injury or Illness.

- "Immediate Family Member" means parent, child, or spouse of the employee and includes step-parents and step-children as well as foster children certified by the Texas Department of Child Protective and Regulatory Services.

New Policy

Disability and Accumulated Sick Leave – The City of Manor does not provide paid disability leave but makes disability insurance benefits available to its employees. The City of Manor prohibits an employee from receiving both sick leave and disability benefits simultaneously. Payment of disability benefits is done in accordance with the terms of the disability policy. It will be at the employee's discretion whether to utilize accumulated sick leave or receive disability funds in the amount of 60% of their salary if the employee is eligible for disability benefits.

Sick Leave Pool -- The City of Manor Sick Leave Pool provides a benefit to eligible employees who have exhausted accrued vacation and sick leave by a Catastrophic Injury or Illness of their own or that of an Immediate Family Member. The Sick Leave Pool will be administered by the Sick Leave Pool Committee, which consists of a Human Resource's Representative and a Director from each Department, with the City Manager having final verdict on any result.

Eligibility for Participation in the Sick Leave Pool:

- All full-time regular employees.
- Employees who are out on leave due to a work-related injury and who are receiving workers' compensation benefits and those who are on disability leave for any reason and receiving disability benefits may not withdraw leave from the Sick Leave Pool if the combination of sick leave and benefits (workers' compensation or disability) exceeds the employee's pre-injury or pre-illness compensation.

Contributions to the Sick Leave Pool:

- Contributions to the Sick Leave Pool may be made at any time on a strictly voluntary basis, by filling out a Sick Pool Donation Form.
- Eligible Employees desiring to donate time to the Sick Leave Pool must communicate in writing on the SLP Donation Form to the Human Resources Department, indicating the amount of sick leave to be donated.
- All donations to the Sick Leave Pool must be in increments of at least one hour and may not exceed 40 hours.
- After the SLP Donation Form is received by the Human Resources Department, the number of hours donated will be credited to the Sick Leave Pool and deducted from the accrued sick leave of the employee making the contribution.
- When an employee is retiring from the City or voluntarily terminating his or her employment with the City, the employee may contribute up to 40 hours of accrued sick leave to the Sick Leave Pool.
- Contributions to the Sick Leave Pool may not be earmarked for the benefit of a specific employee.

Withdrawal from the Sick Leave Pool:

- An employee may obtain a **Sick Leave Pool Withdrawal Request Application** if the employee or an employee's Immediate Family Member has experienced a Catastrophic Injury or Illness resulting in the exhaustion of the entire employee's accrued vacation, sick leave and any other compensatory time.
- An employee requesting leave from the Sick Leave Pool must have the Request **Application** turned into the Human Resources Department 14 days prior to the first day of needing the requested leave. If an employee is unable to make a written request due to the employee's own catastrophic injury or illness, an exception may be made given the circumstances, as determined by the **SLP Committee**. In the event the employee has not previously provided the City with a Medical Certification supporting the Catastrophic Injury or Illness underlying the need for the leave, such a Medical Certification must be submitted with the Withdrawal Application. All medical information obtained pursuant to this Policy will be maintained as confidential information by the **City's Human Resource Department** to the extent allowed by law.
- A determination that an employee or an employee's Immediate Family Member has a Catastrophic Injury or Illness under the Sick Leave Policy does not mean that the employee or the employee's Immediate Family Member has a "serious health condition" under the FMLA or a "disability" under the ADA. The SLP Committee will make the decision regarding approval or denial of request by any employee to make withdrawals from the Sick Leave Pool.
- **If the employee feels the request denial was unjust an appeal may be granted to the City Manager with final conclusion.**
- **An employee may not withdraw an amount of sick leave that exceeds 240 hours (six weeks of pay) or one-third (1/3) of the total amount of time in the Sick Leave Pool.**
- Employees are limited to one withdrawal request per **fiscal year**.
- Employees do not accrue any form of paid leave while using leave from the Sick Leave Pool. An employee who is out on leave from the Sick Leave Pool will be treated in all respects as an employee who is out on regular sick leave.
- Requests for withdrawal of leave are handled by SLP Committee on a first come, first serve basis with all decisions being made within ten (10) working days of receipt of the written request.
- If an employee returns to work without having used all the leave time obtained from the Sick Leave Pool, all unused leave time must be returned to the Sick Leave Pool.
- **Once employee has returned to work, after the first 30 days and sick time is again being accrued, payment of used Sick Leave Pool time will be paid back in increments of one hour per month up to 40 hours.**
- The estate of a deceased employee is not entitled to payment for unused time withdrawn by the employee from the Sick Leave Pool.

Definitions:

- “Catastrophic Injury or Illness” means a severe condition or combination of conditions affecting the mental or physical health of the individual that requires the services of a licensed practitioner for a prolonged period and that forces the employee to exhaust all the employee’s accrued leave time. The uncomplicated delivery of a child after a pregnancy and elective surgery are not considered a Catastrophic Injury or Illness.
- “Immediate Family Member” means parent, child, or spouse of the employee and includes step-parents and step-children as well as foster children certified by the Texas Department of Child Protective and Regulatory Services.



Sick Leave Pool Donation Form

SLP Information

Employee Name: _____

Job Title: _____

Department: _____

Director: _____

Donation- Active Employees Only

I wish to contribute _____ (number) hours of sick leave to the Sick Leave Pool

Note: Active (retirement-eligible) employees may donate up to 40 hours of sick leave per fiscal year.

In making this donation, I understand that it is strictly voluntary, for use by any eligible employee and I may not stipulate who may or may not receive this donation, and no longer my property right and that my sick leave balance will be reduced by a corresponding amount.

Annual Donation Option: I elect to have this contribution made annually on September 1 of each year until I cancel this option: ☐ Yes ☐ No

Employee: _____ Date: _____

Donation- Separation from Service or Retirement Option

Upon my separation from service from the City of Manor I wish to contribute _____ (number) of hours of sick leave to the Sick Leave Pool. (up to 40 hours).

In making this donation I realize that if I return to employment with the City of Manor in another department I will not be able to reinstate the donated sick leave hours.

Employee: _____ Date: _____

Cancel Donation

Please cancel my request for annual donation to the Sick Leave Pool effective immediately. I understand no further contributions will be deducted from my sick leave until a new request form is signed.

Employee: _____ Date: _____



Sick Leave Pool Withdrawal Request Application

SLP Information

Employee Name: _____

Job Title: _____

Department: _____

Director: _____

Dates Requested: _____ to _____ Total Hours Requested: _____

☐ Family Medical Leave forms have been submitted to the Human Resources Department. (If applicable)

I have ☐ I have not ☐ received an award of Sick Leave Pool for this same catastrophic condition before.

☐ All other available leave, vacation and compensatory time has been exhausted. (If any) Date: _____

This request is for self ☐ immediate family member ☐

If family member- Name: _____ Relationship: _____

You must submit an application 14 days prior to the first day you will be needing the requested leave.

Employee: _____ Date: _____

Committee Approval

☐ Approved

☐ Rejected

HR Coordinator: _____ Date: _____

Finance Director: _____ Date: _____

Public Works Director: _____ Date: _____

Chief of Police: _____ Date: _____

☐ Appeal to City Manager

Date: _____



[] Rejected

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 7, 2017

PREPARED BY: Thomas Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters.

BACKGROUND/SUMMARY:

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Resolution

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the resolution as presented.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY OF MANOR, TEXAS, COMMENCING THE ANNEXATION OF LAND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; BEING LOCATED IN TRAVIS COUNTY, TEXAS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, pursuant to §43.021, *Tex. Loc. Gov't. Code*, and the City Charter, the City of Manor, Texas, (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov't. Code*;

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The annexations of all portions of the subject properties described in Exhibit A are hereby commenced.

Two public hearings are set for the dates of July 12, 2017 and July 19, 2017. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation proceedings. Notice of the proposed annexations shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

SECTION 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution 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.*

DULY PASSED AND APPROVED on this the 7th day of June, 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

EXHIBIT “A”
Acreage and Maps

TRACT 1: (+/- 62.94 Ac.)

TRACT 2: (+/- 0.99 Ac.)

TRACT 3: 1,002' Strip (+/- 165.87 Ac.)

TRACT 4: (+/- 241.52 Ac.)

TRACT 5: (+/- 30.61 Ac.)

TRACT 6: 1,002' Strip (+/- 185.85 Ac.)

TRACT 7: (+/- 134.99 Ac.)

TRACT 8: 1,002' Strip (+/- 230.50 Ac.)

TRACT 9: 1,002' Strip (+/- 80.92 Ac.)

TRACT 10: (+/- 29.66 Ac.)

TRACT 11: (+/- 8.93 Ac.)

TRACT 12: (+/- 36.10 Ac.)

TRACT 13: (+/- 35.61 Ac.)

TRACT 14: (+/- 35.47 Ac.)

TRACT 15: (+/- 3.46 Ac.)

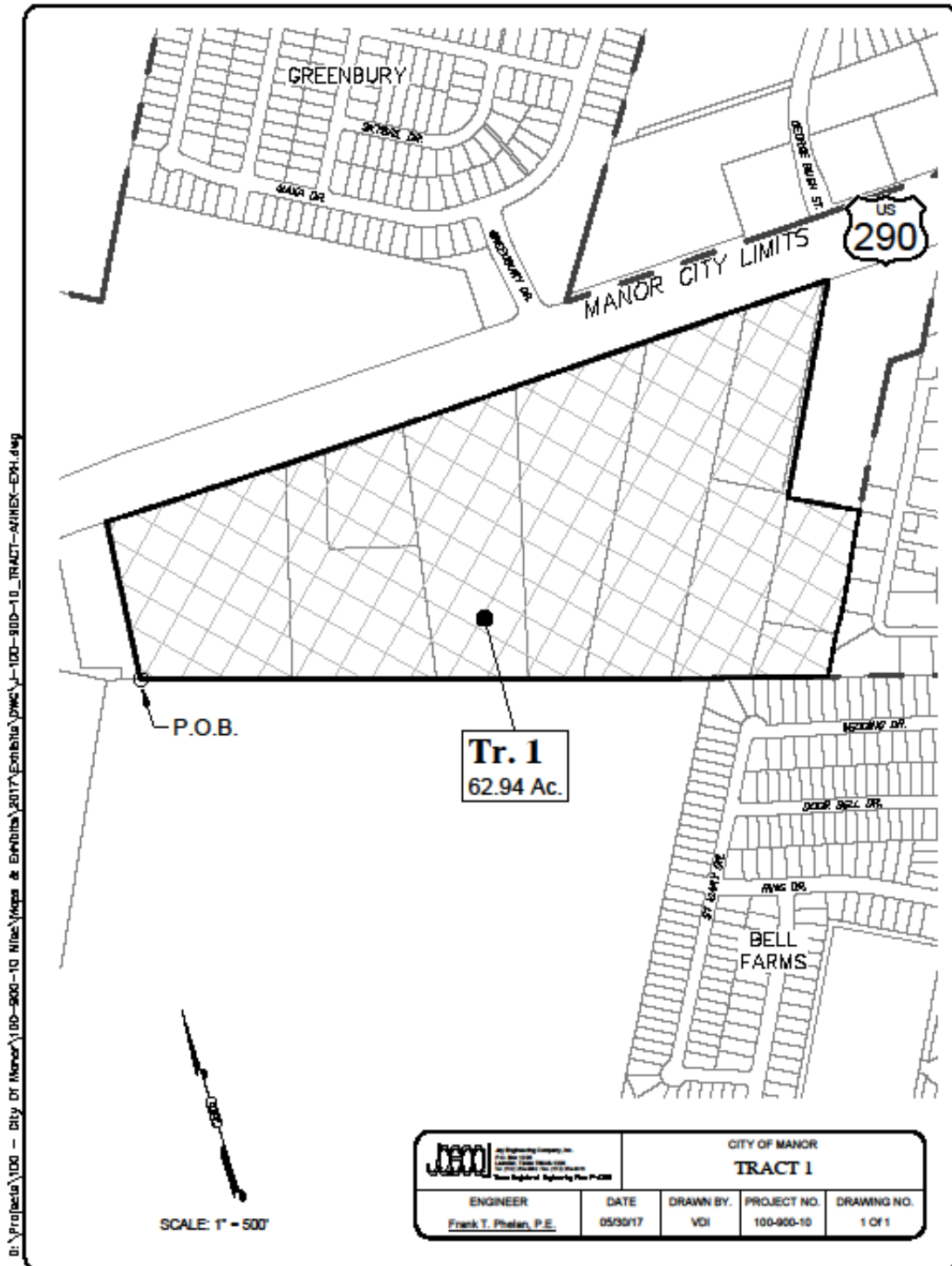
TRACT 16: (+/- 92.12 Ac.)

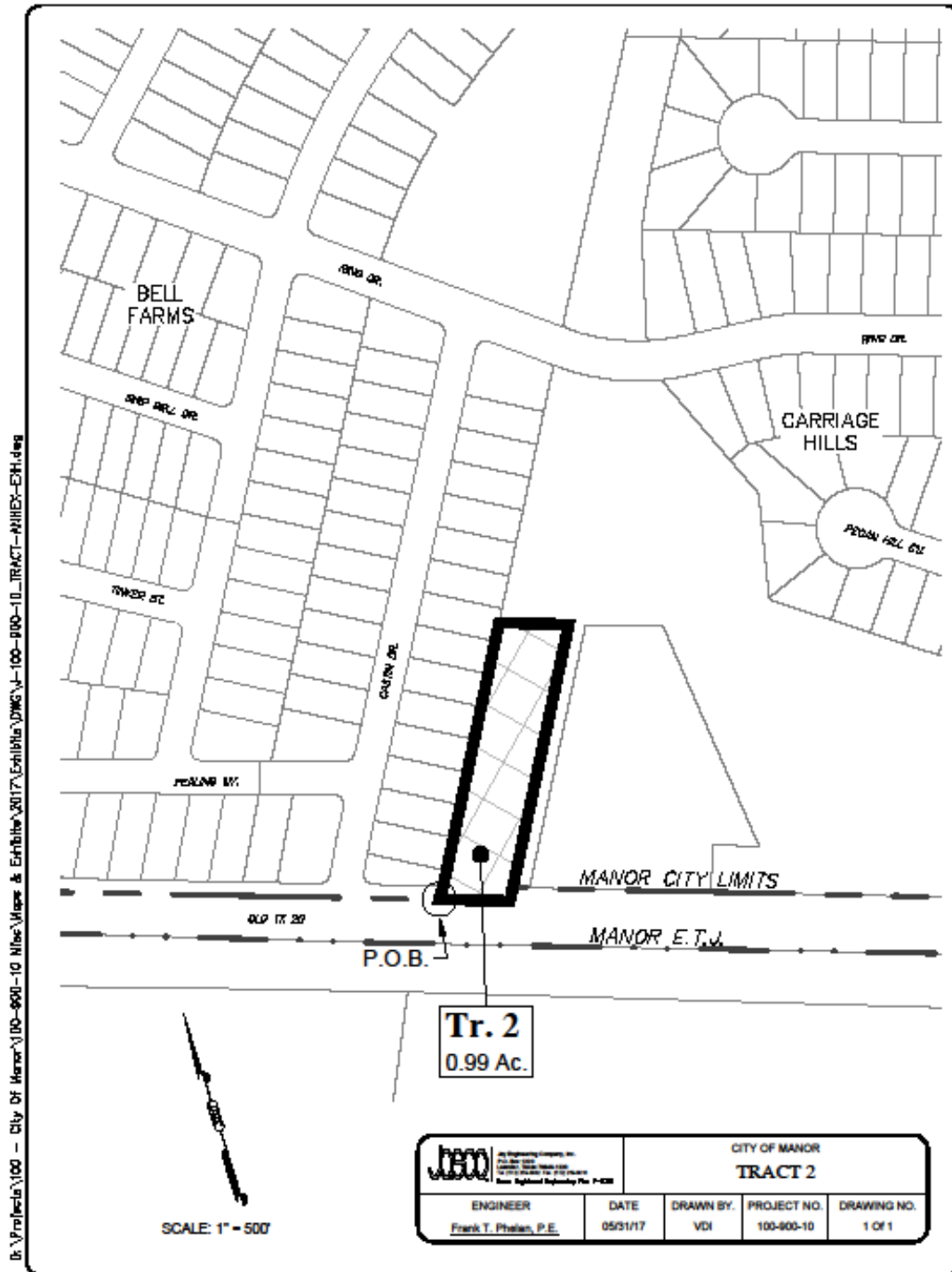
TRACT 17: (+/- 165.15 Ac.)

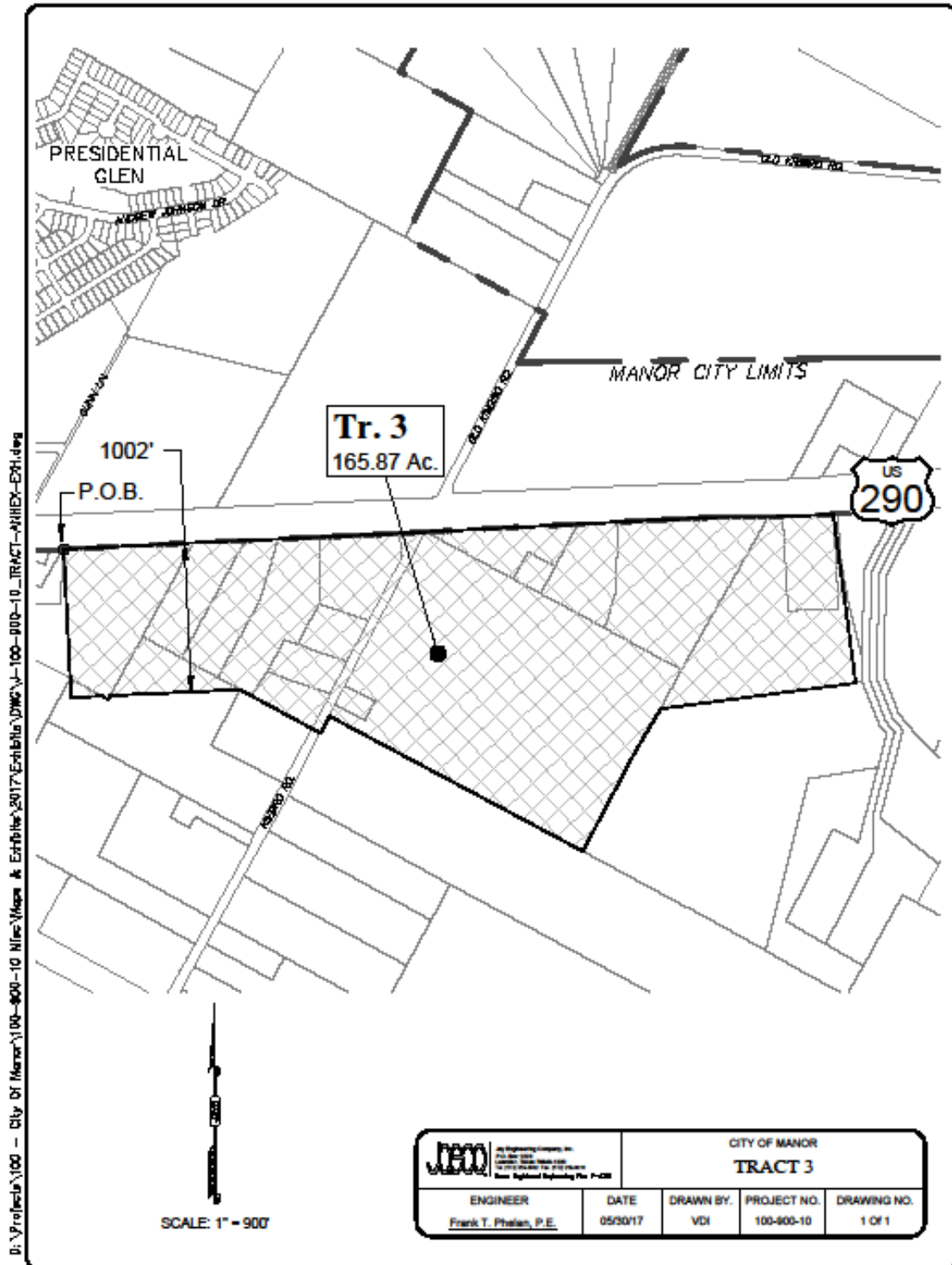
TRACT 18: 1,002' Strip (+/- 80.79 Ac.)

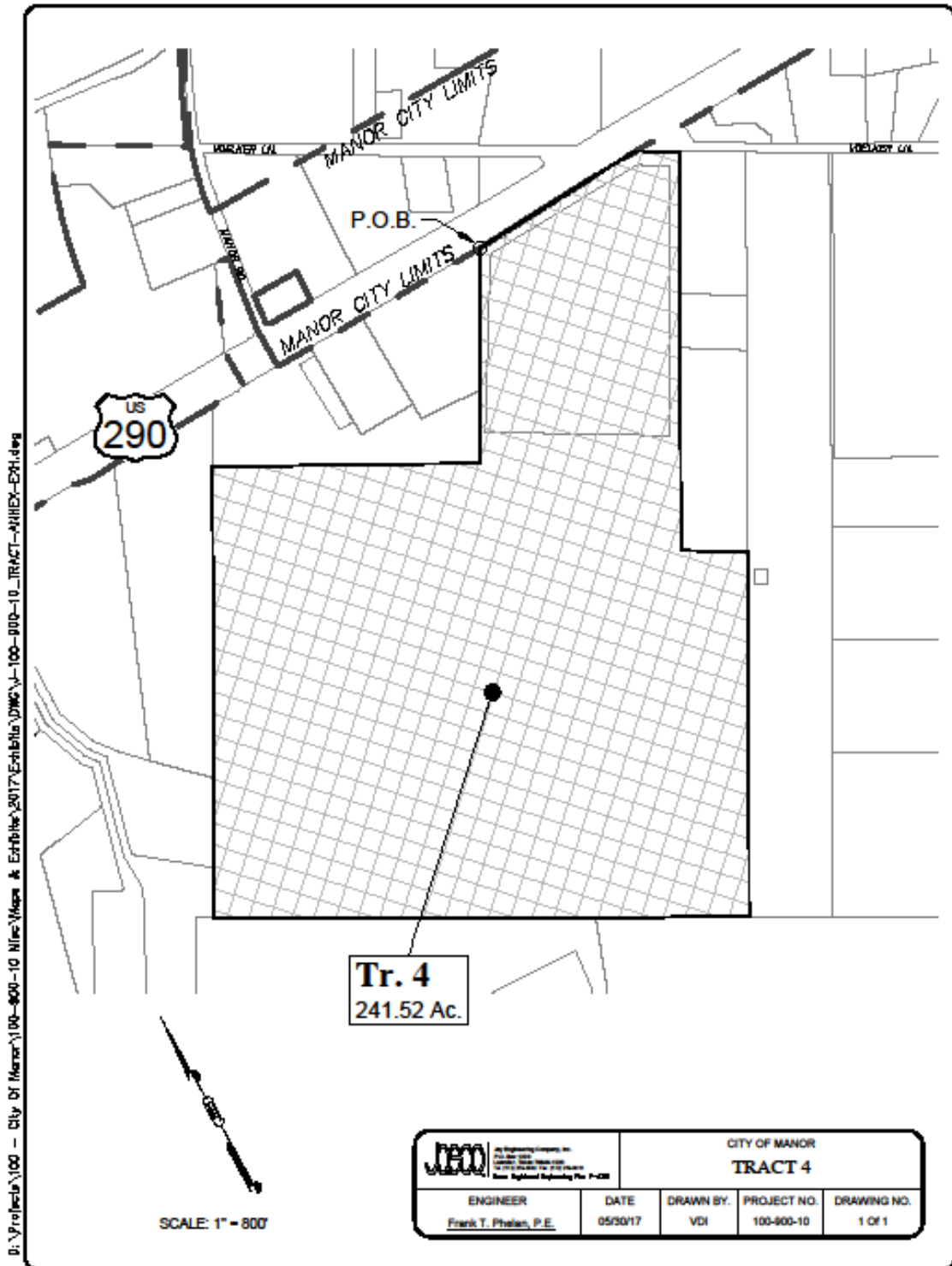
TRACT 19: (+/- 135.49 Ac.)

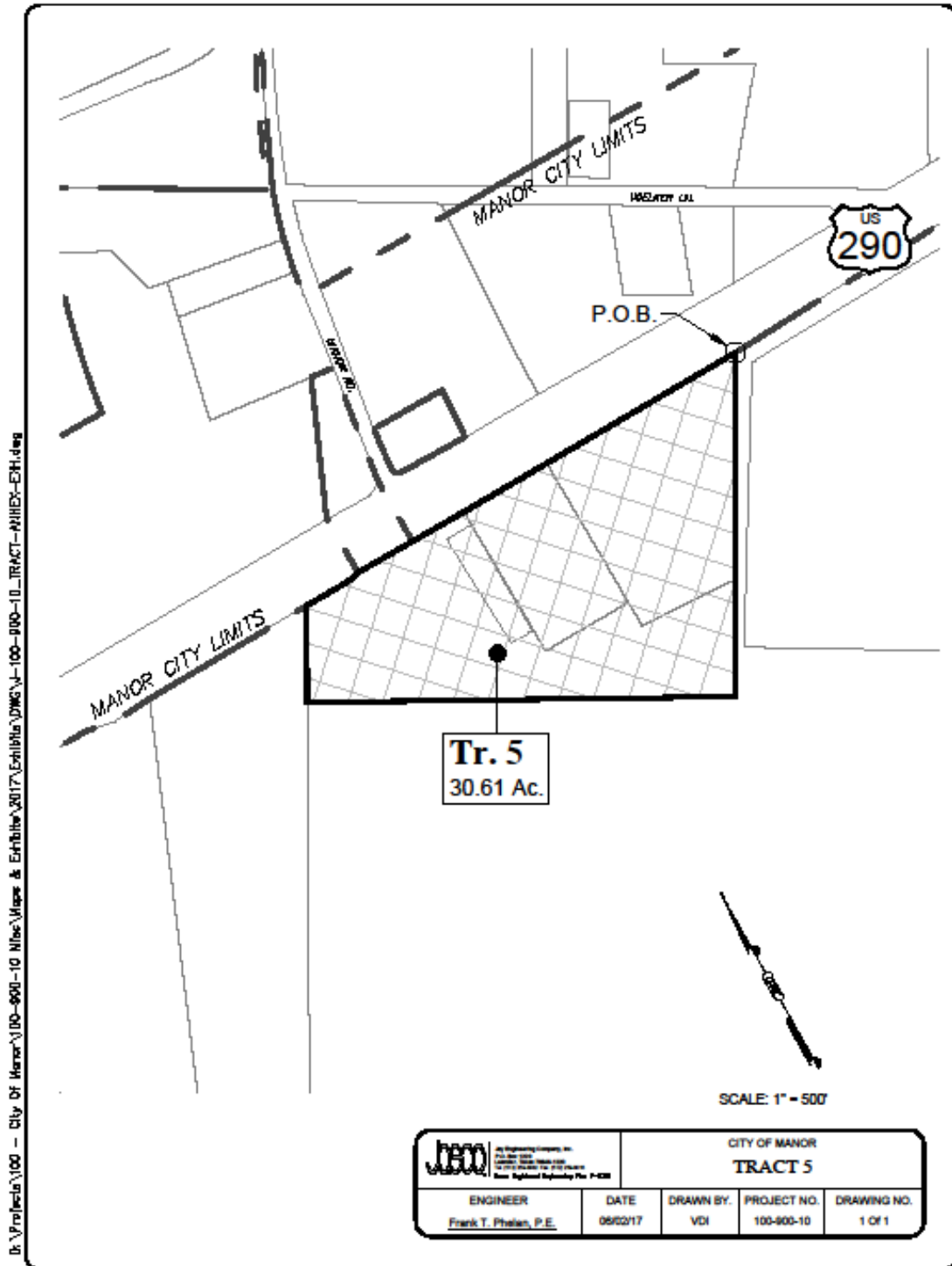
In the event of conflict between the descriptions of the subject properties above and the maps attached hereto as Exhibit “A”, the map Exhibit shall control.

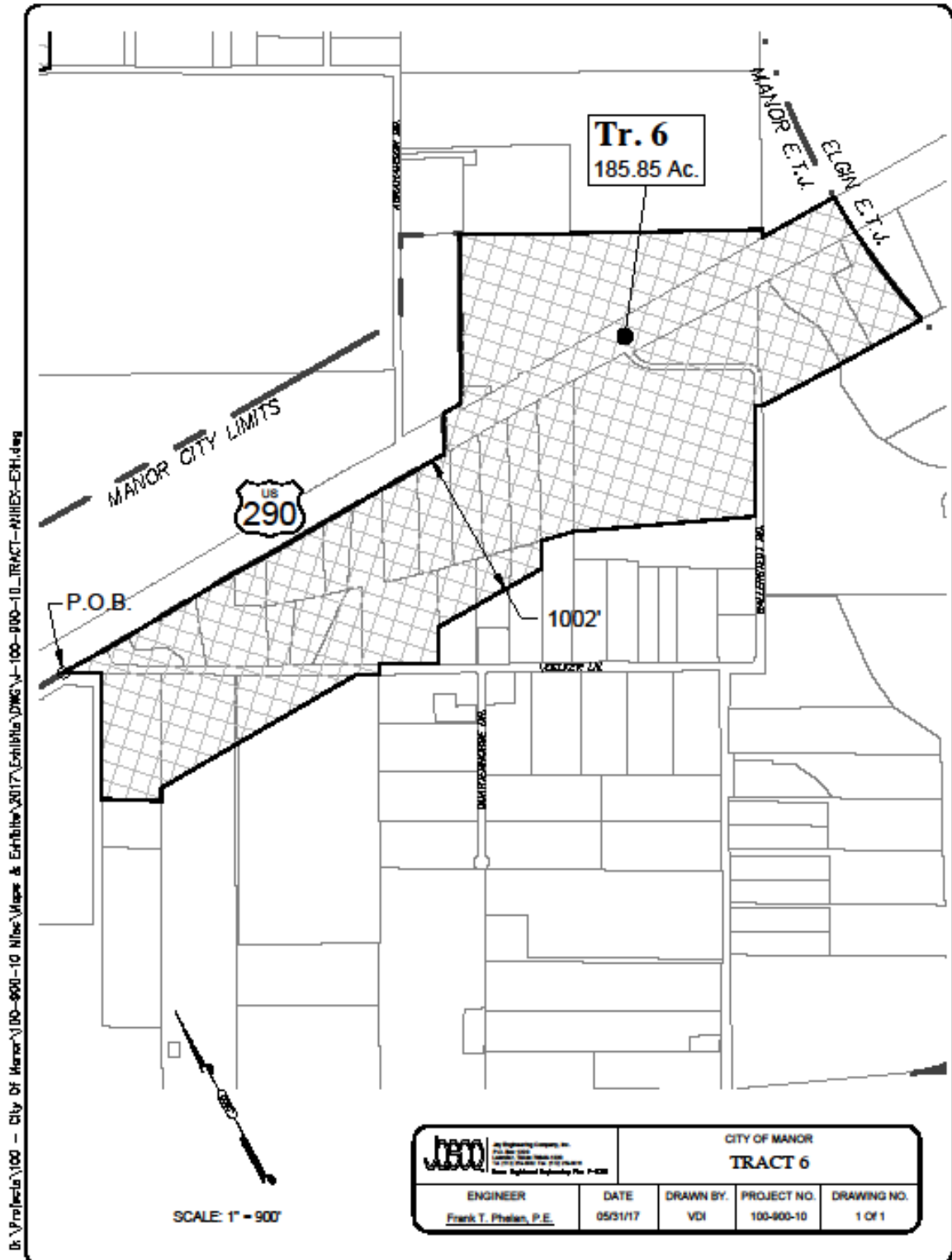





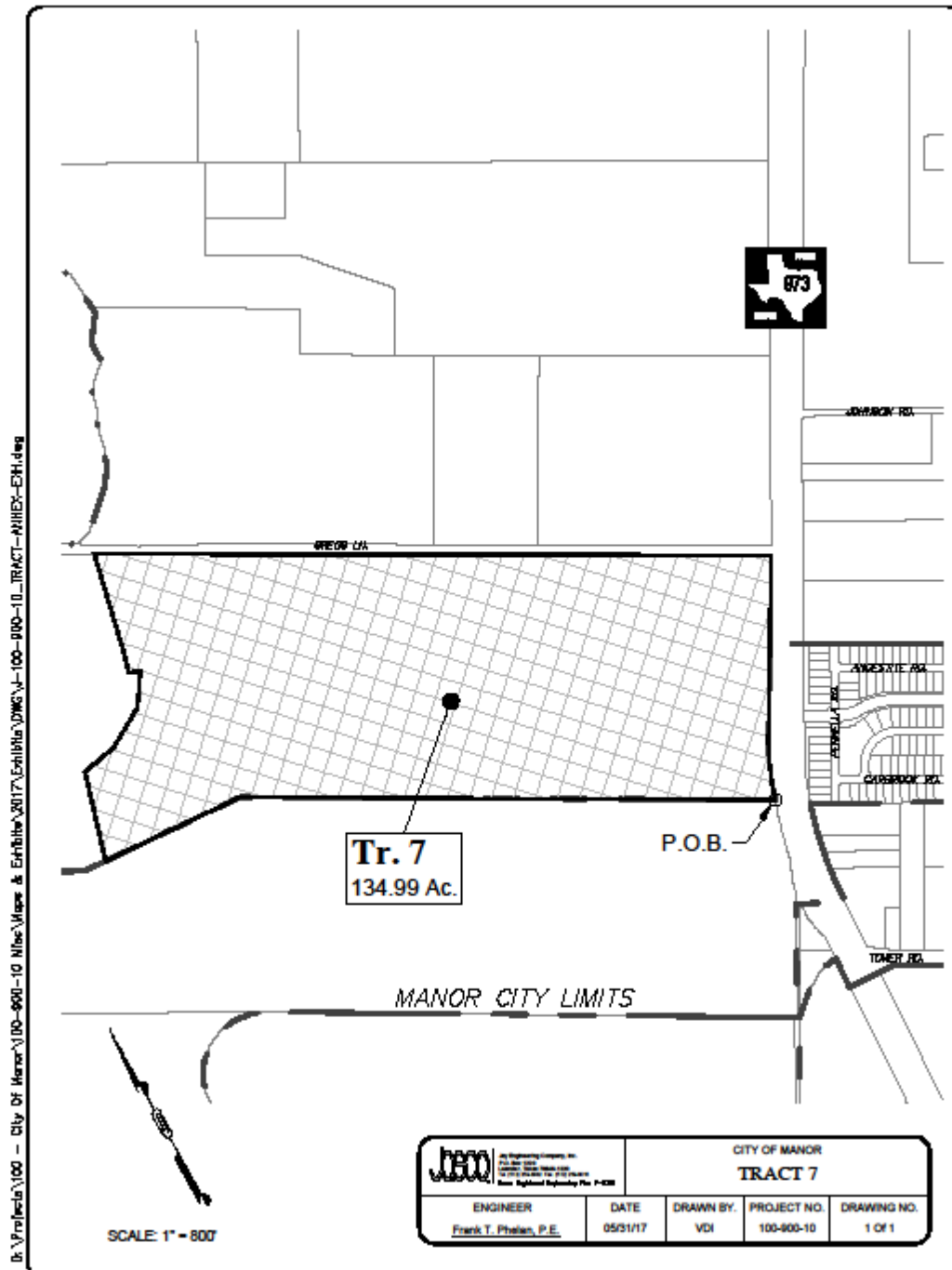


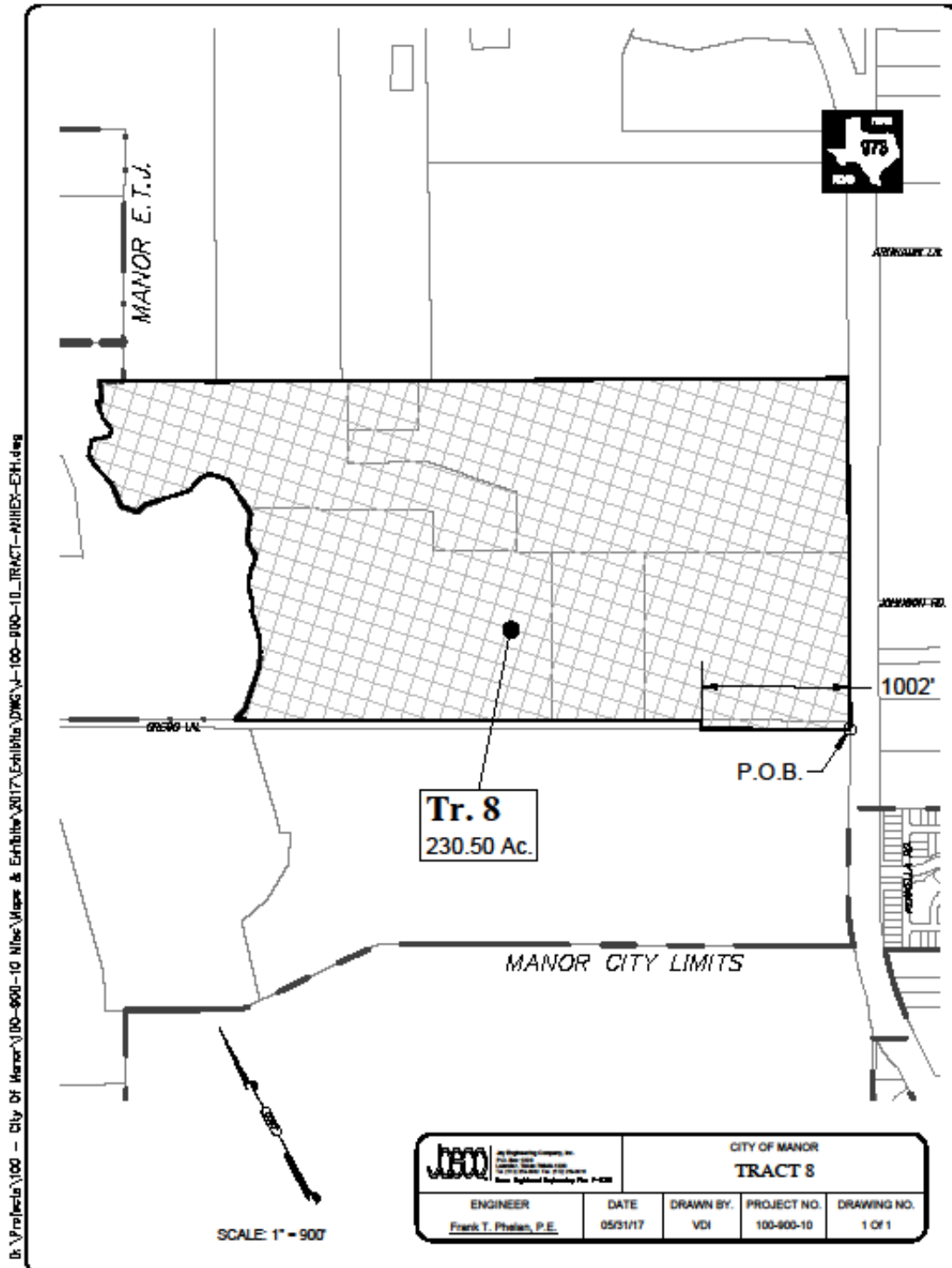


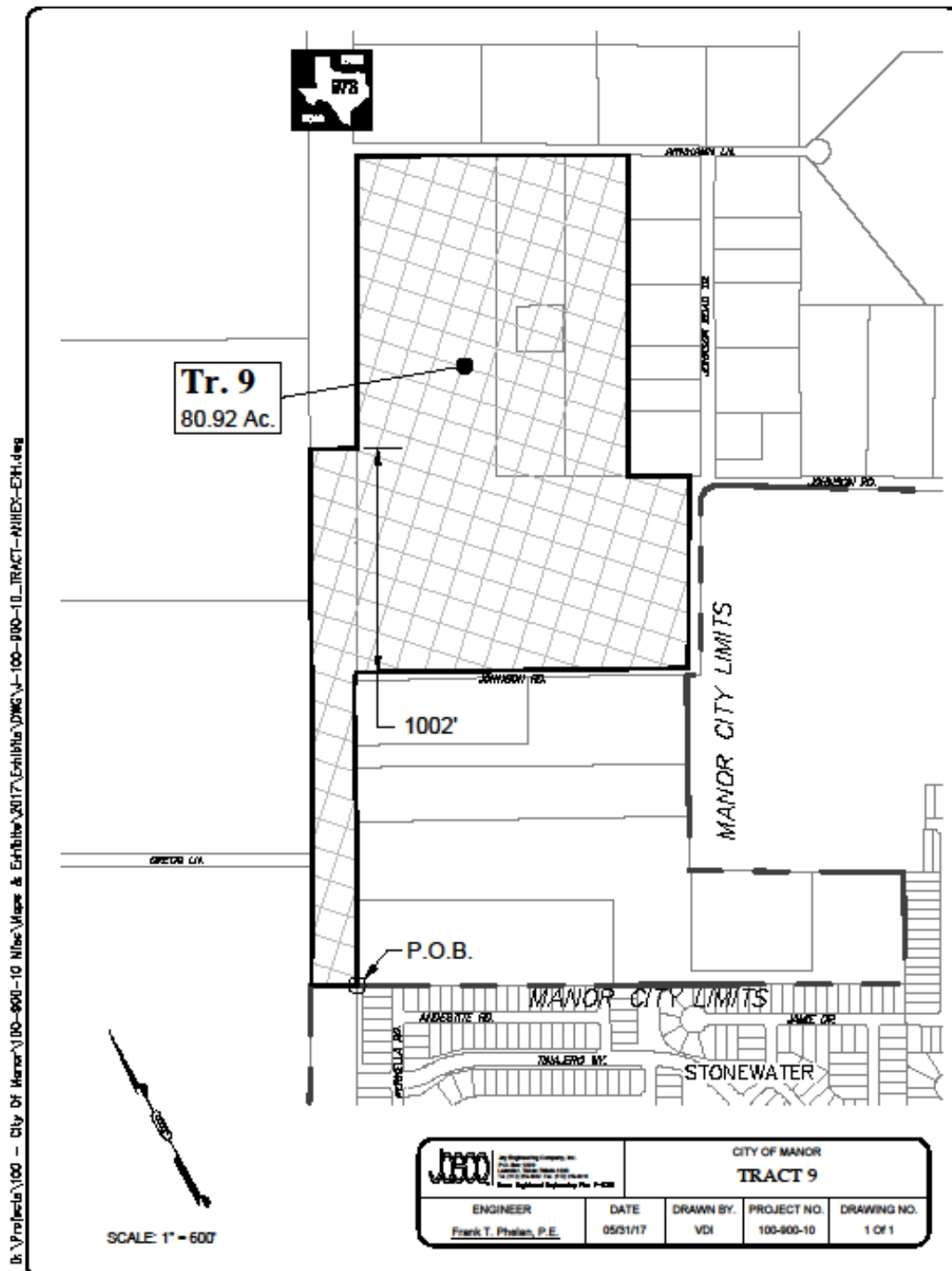


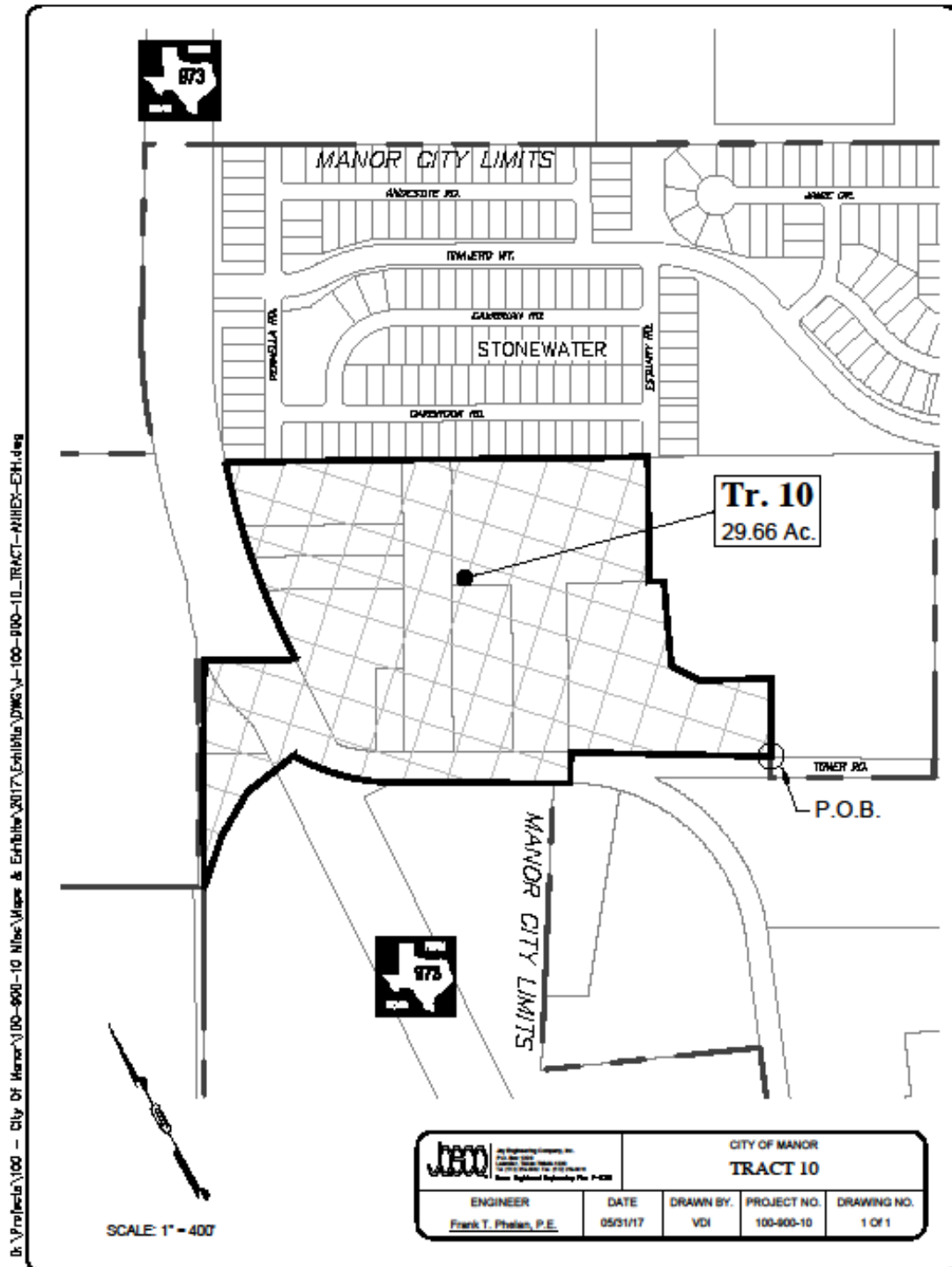


 JACO Engineering Company, Inc. 200 N. Main St. Suite 100 Elgin, IL 60120 Phone: 815/398-1000 Fax: 815/398-1001 Email: info@jacoeng.com		CITY OF MANOR		
		TRACT 6		
ENGINEER	DATE	DRAWN BY:	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 OF 1

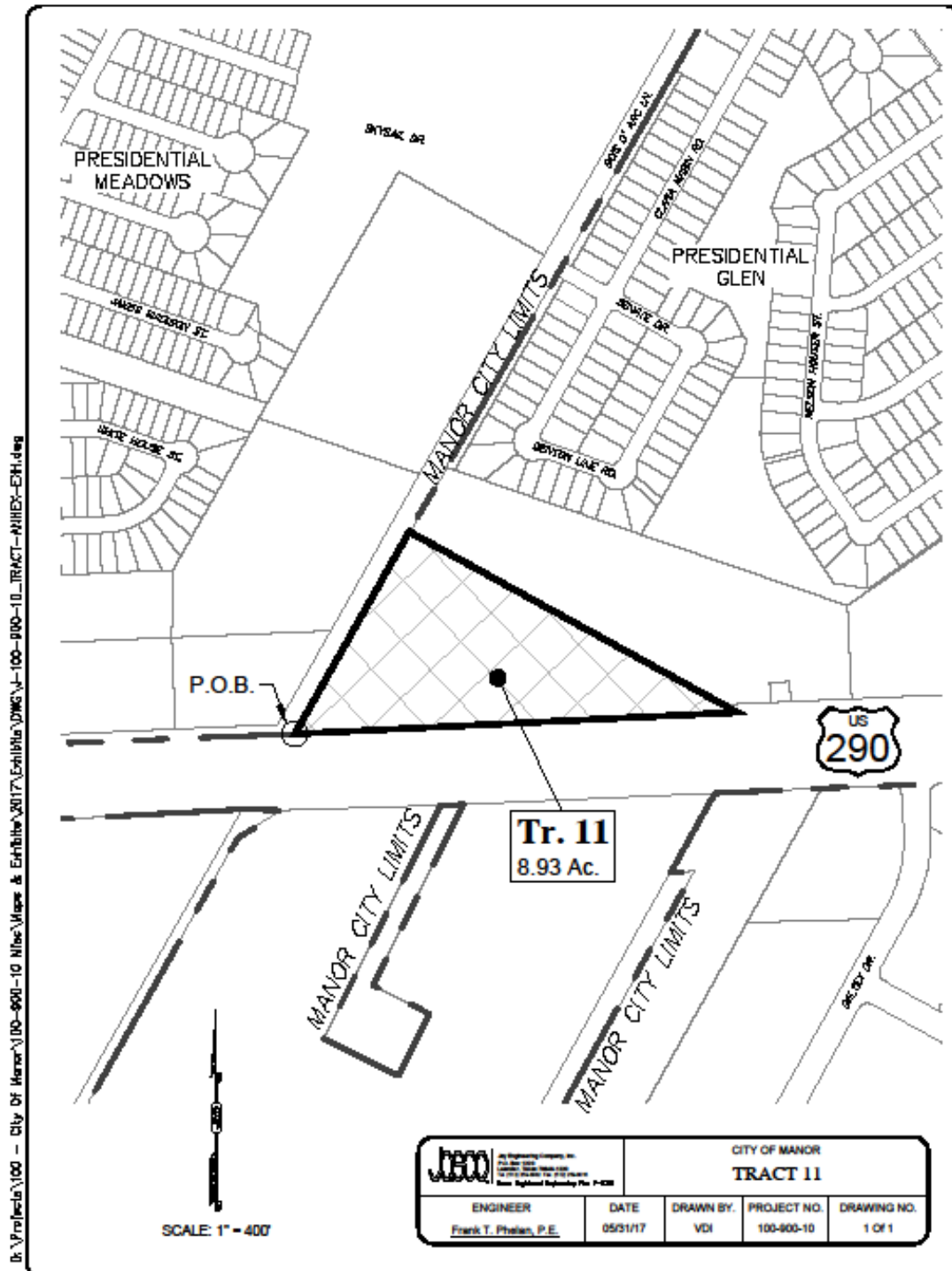


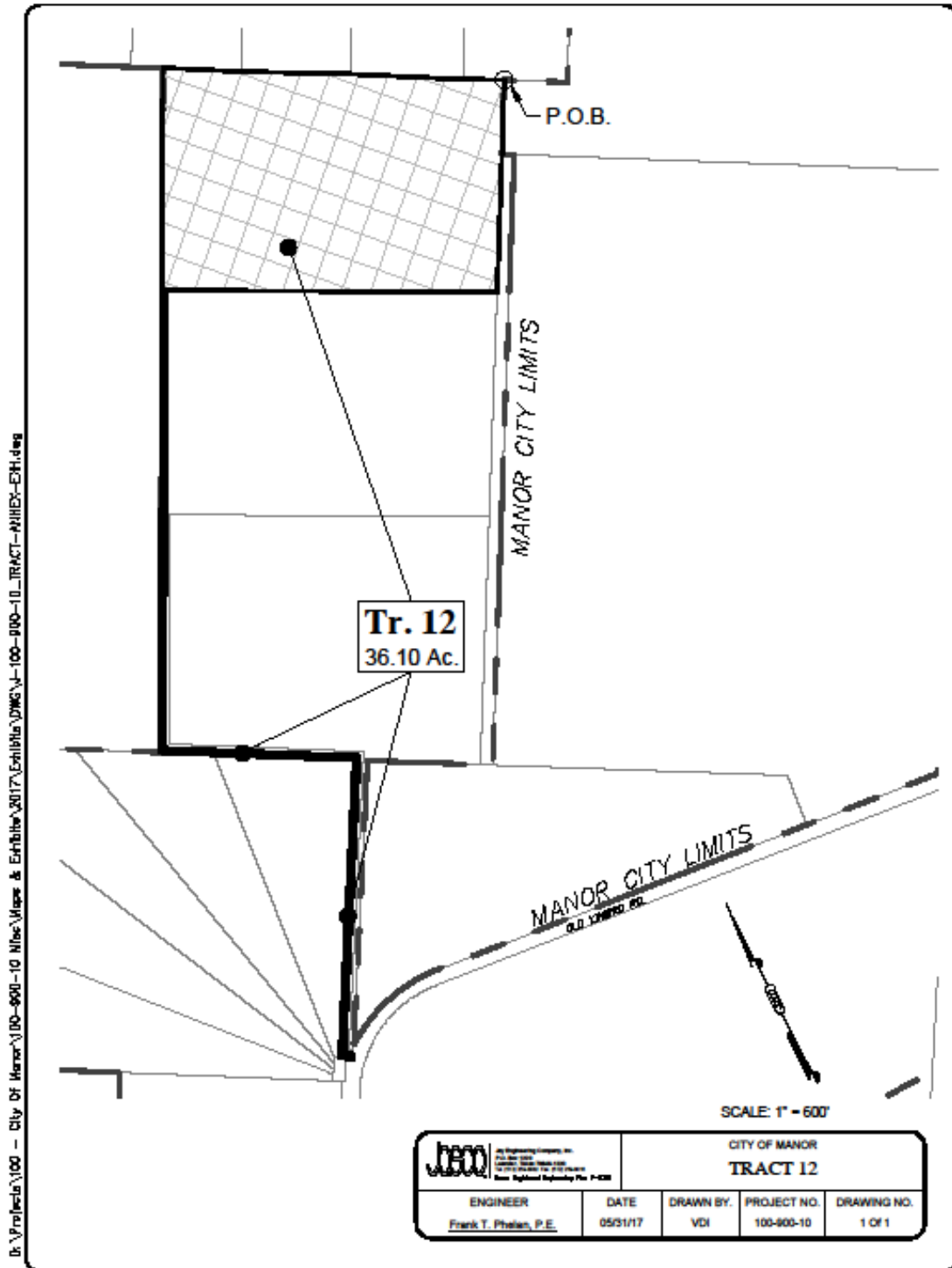


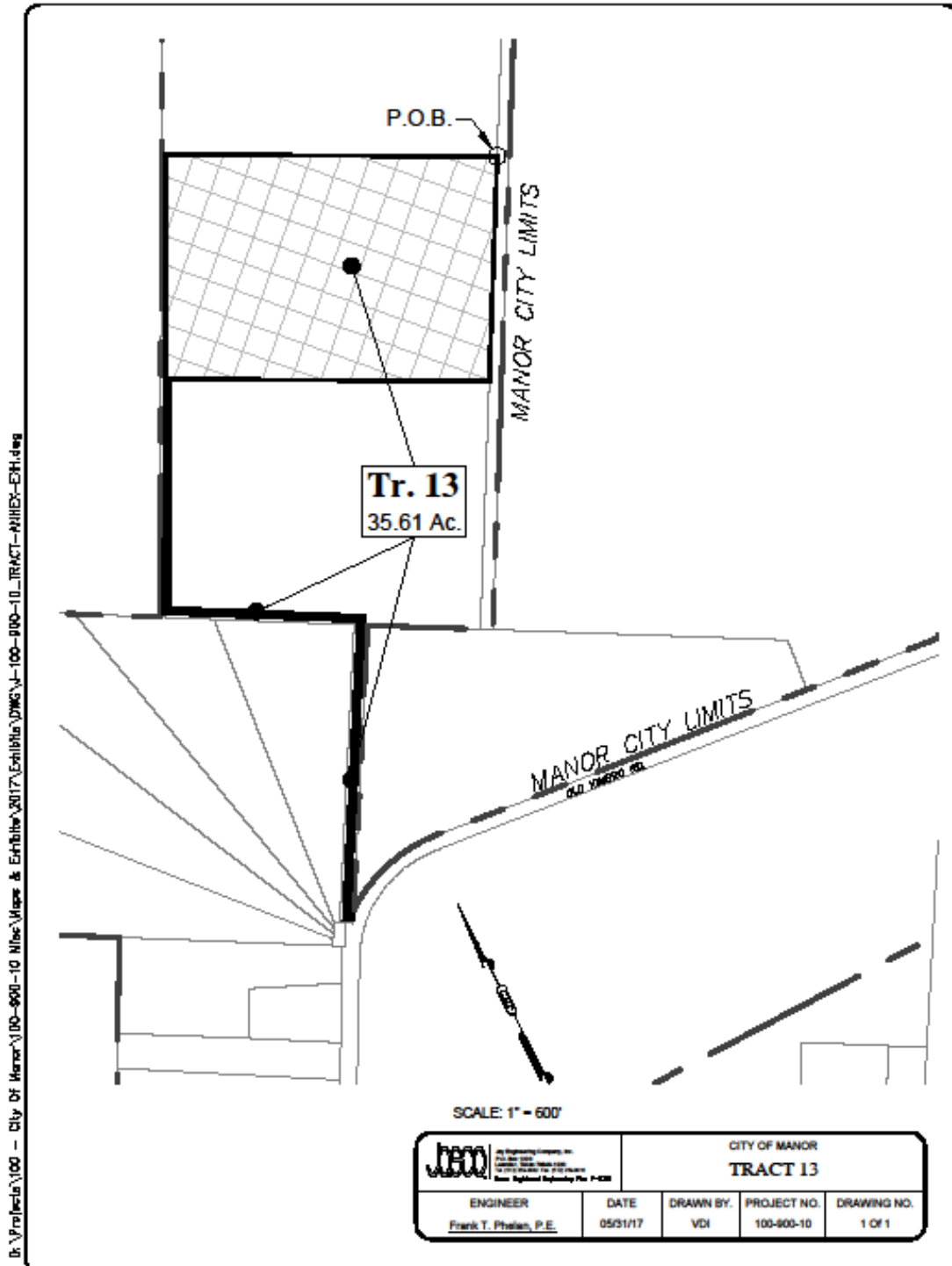


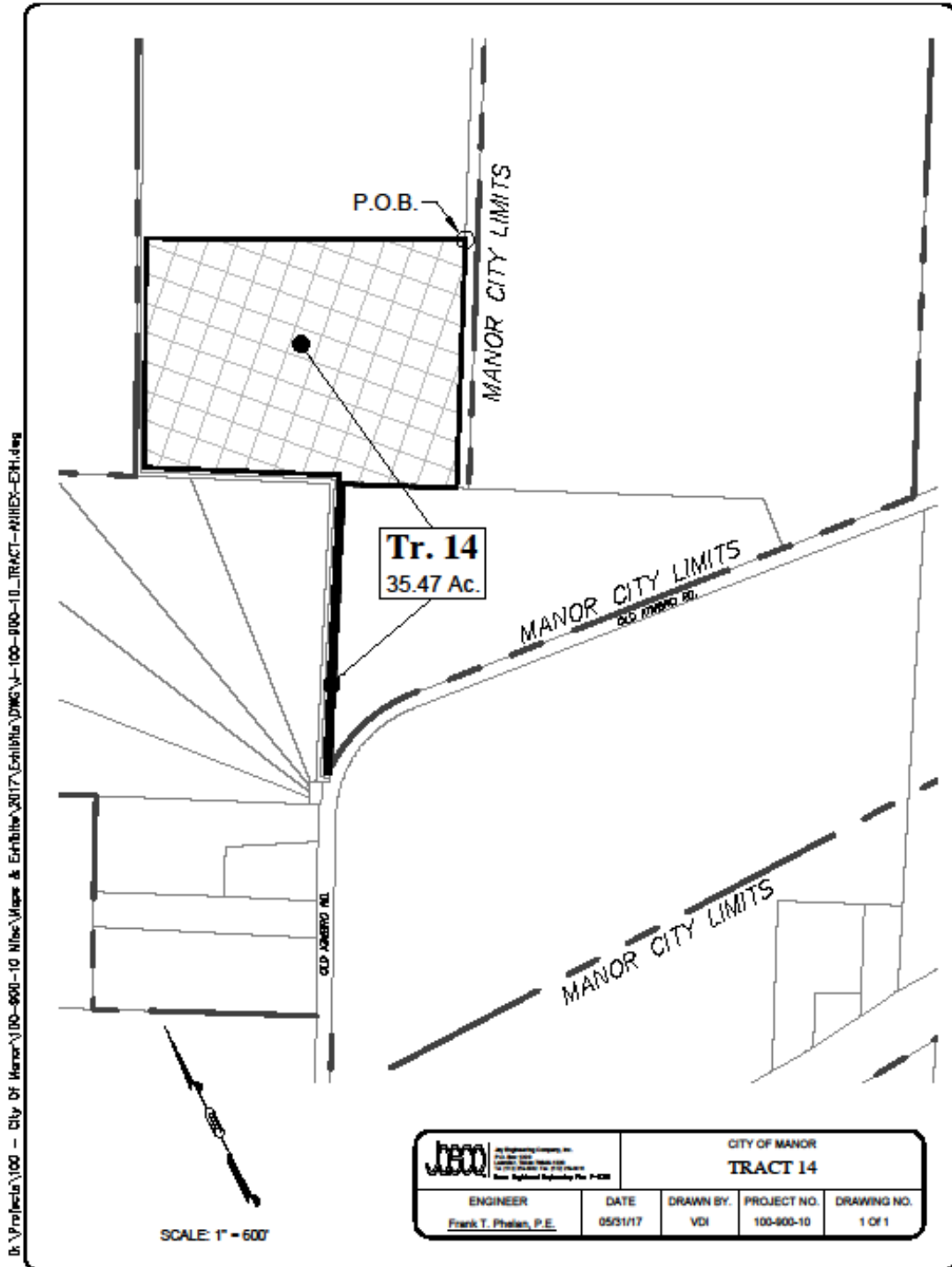


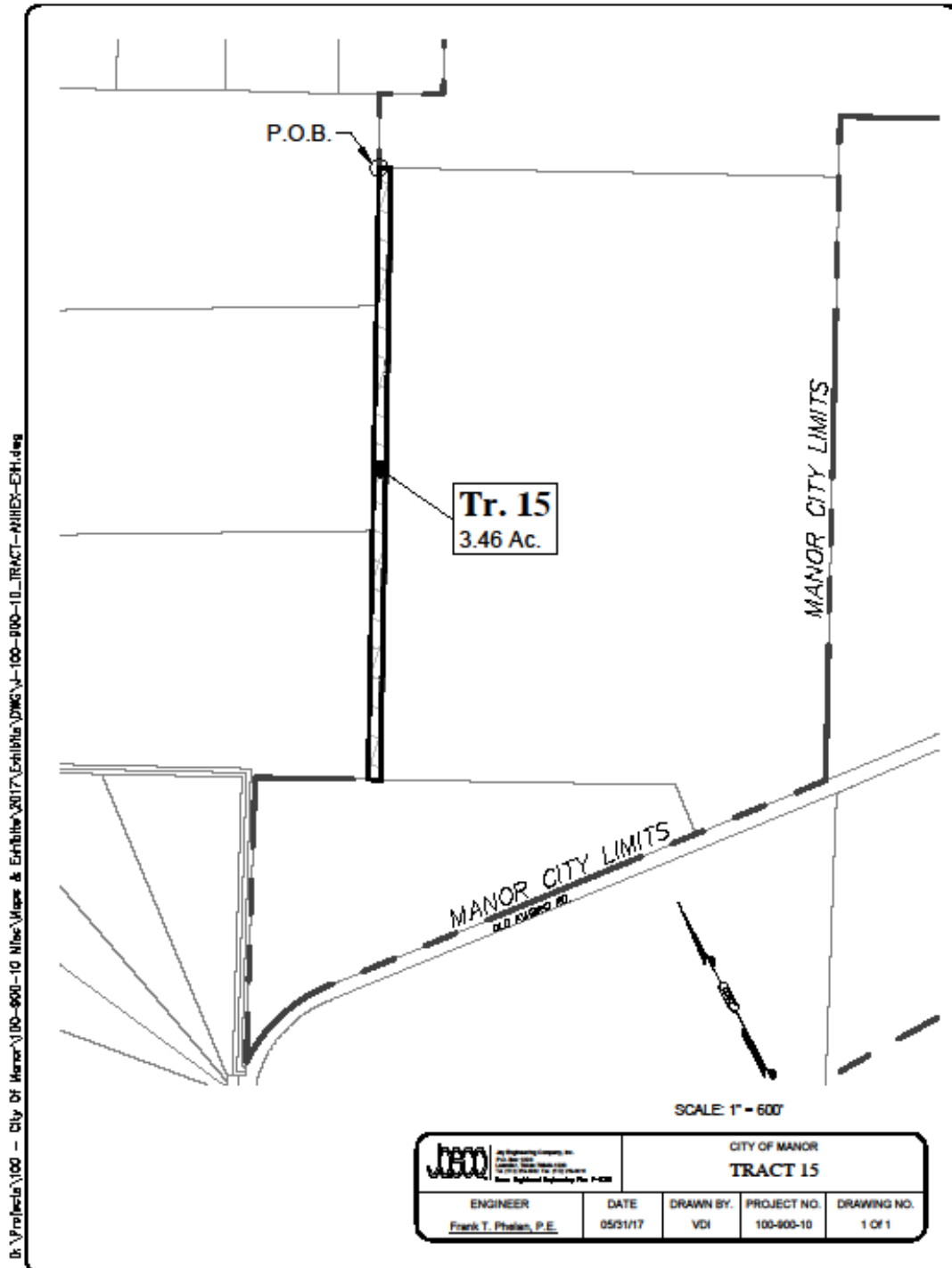
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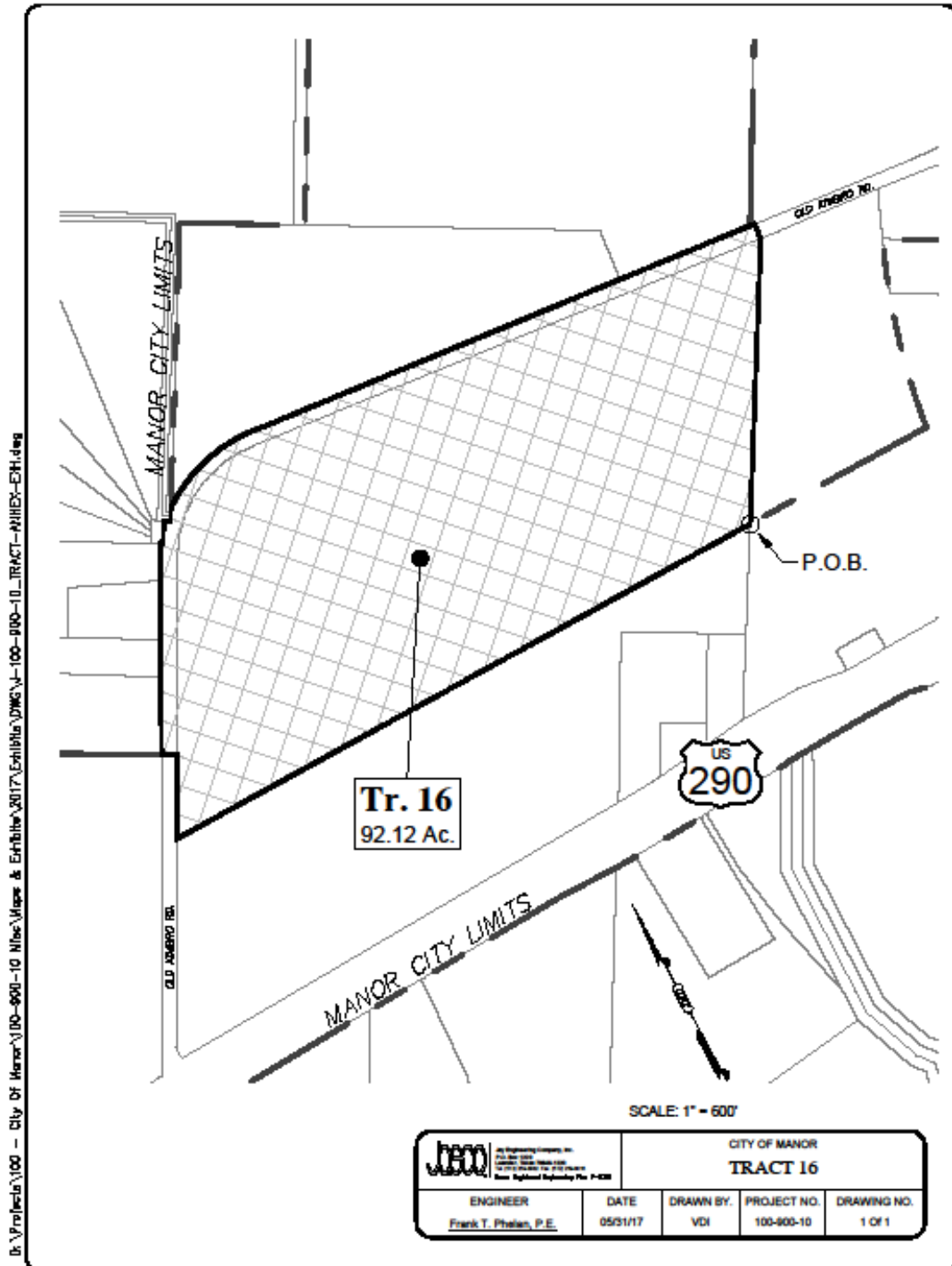


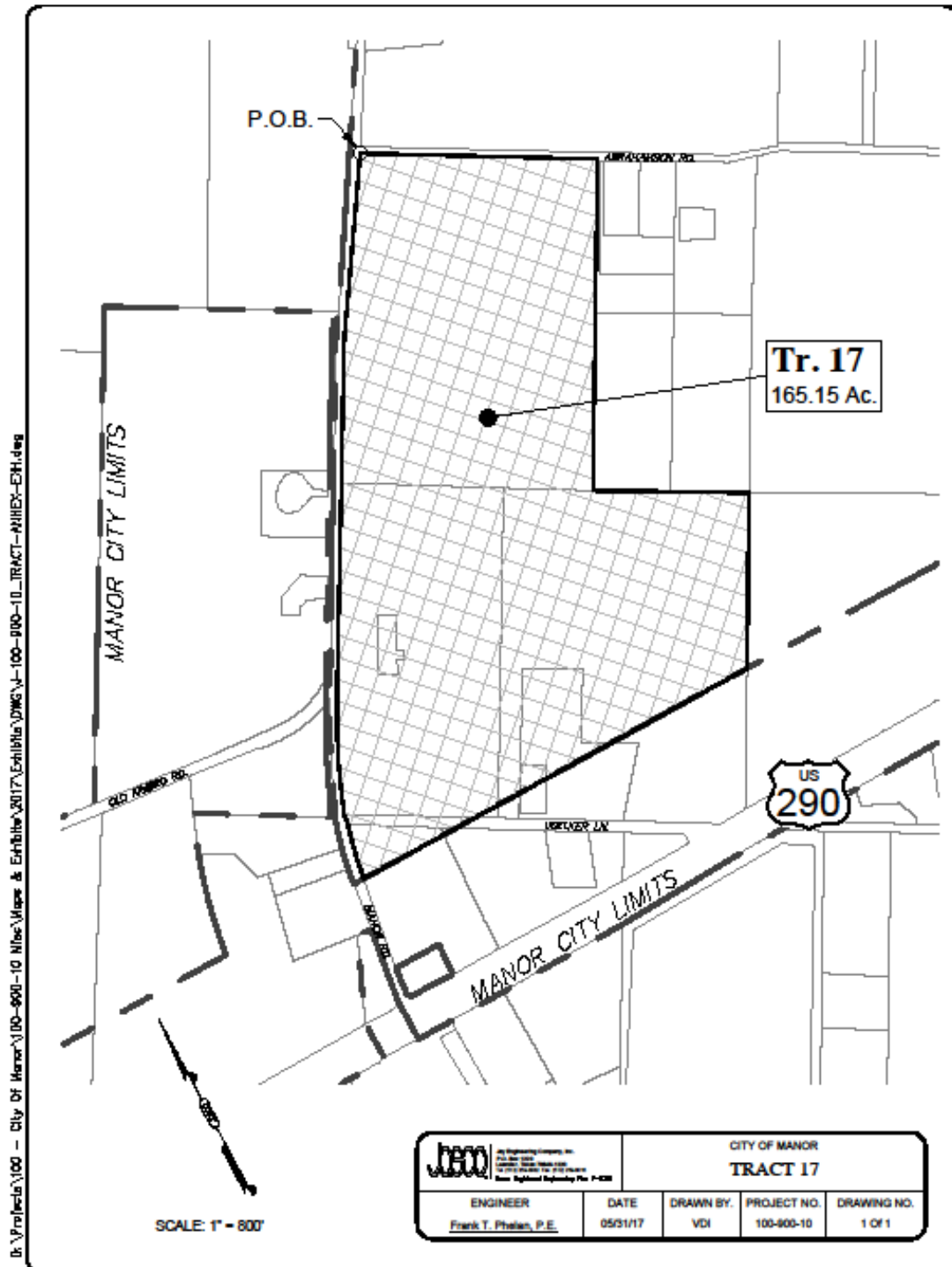


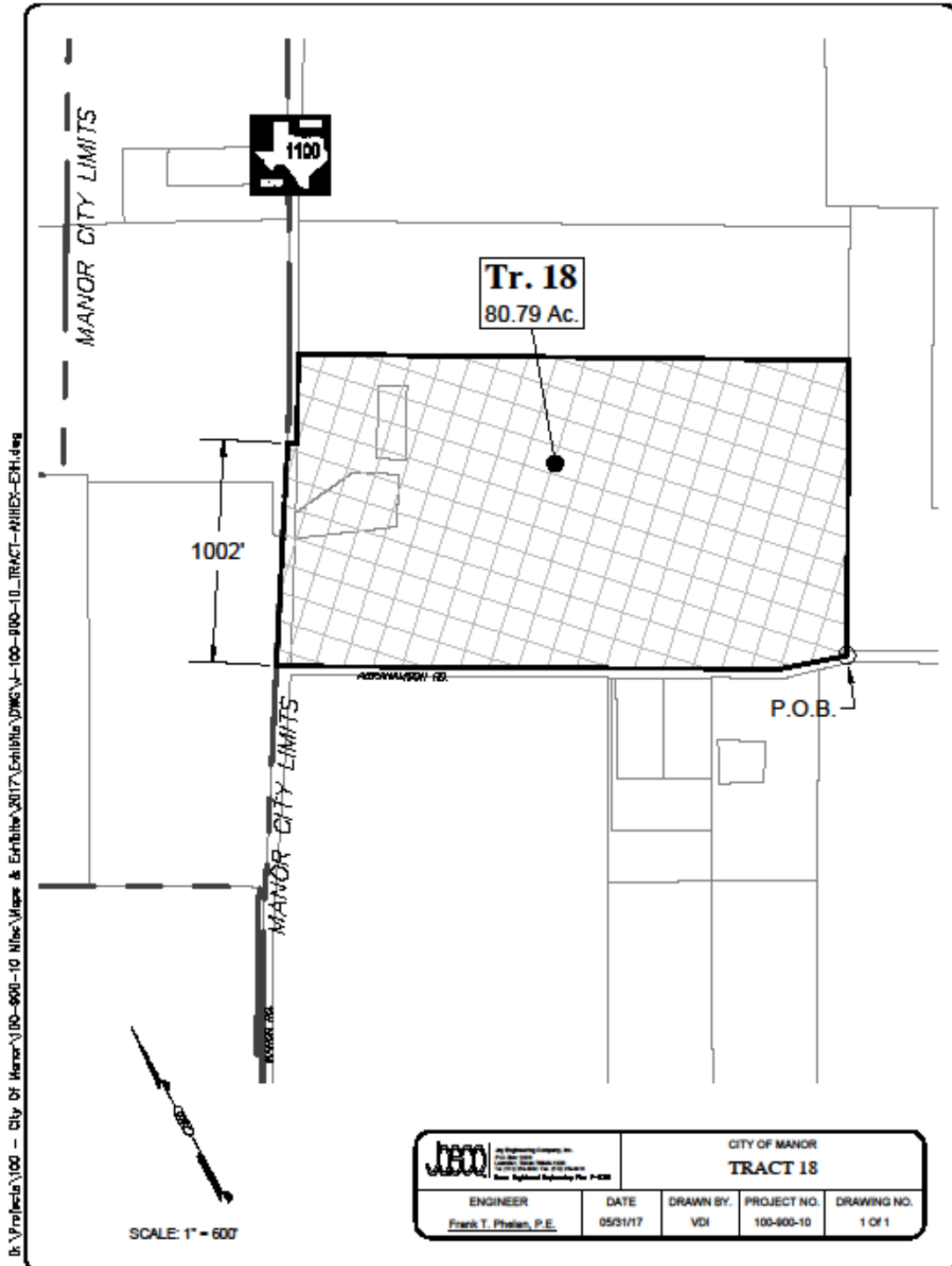












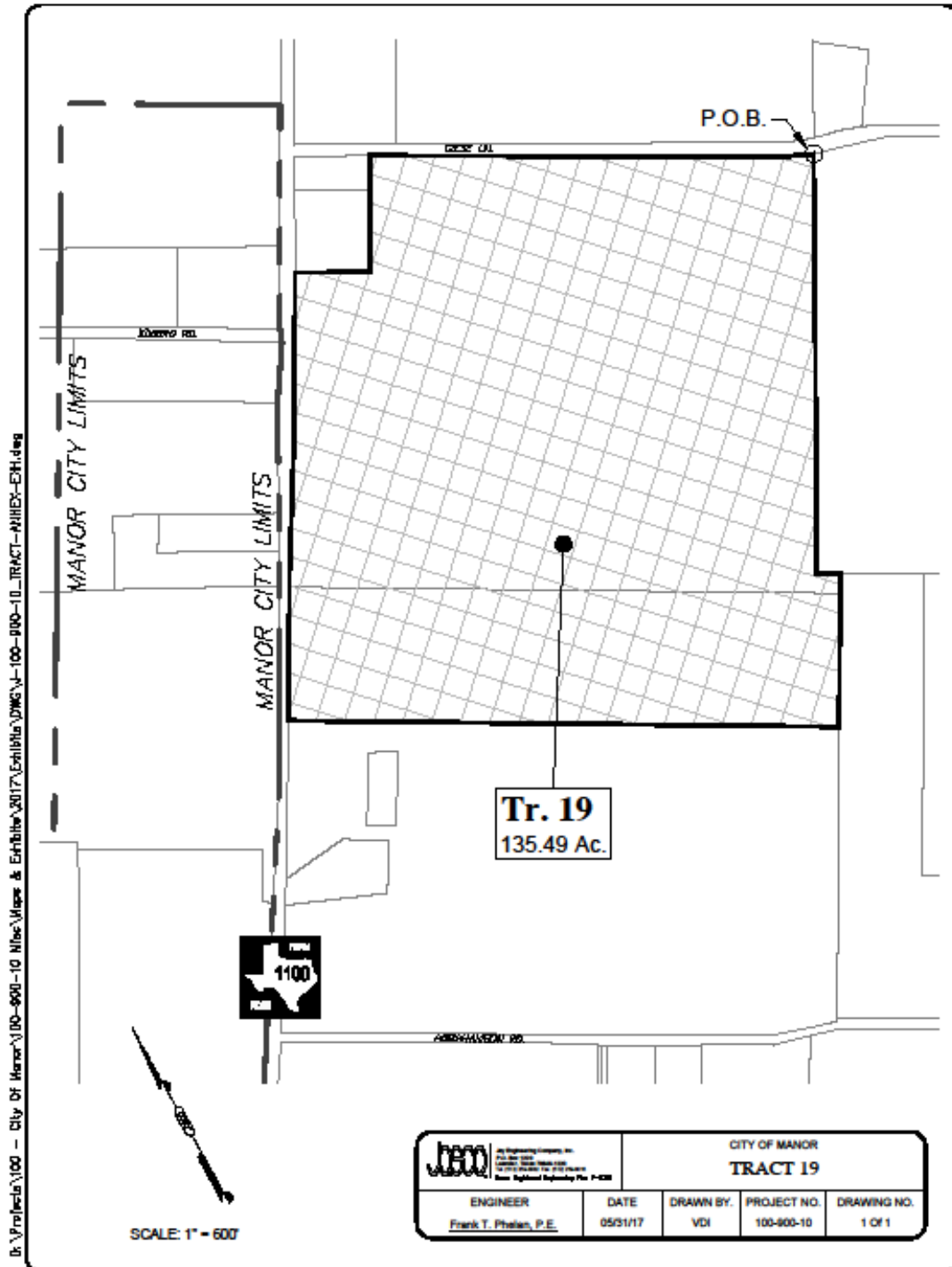


EXHIBIT “B”

MUNICIPAL SERVICES 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 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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;

WHEREAS, the owner(s) of the subject property agree they will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 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.

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 regulatory and 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 "R-1" 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) (a) 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.