



**MANOR CITY COUNCIL
REGULAR MEETING
AGENDA
105 E. EGGLESTON STREET
MANOR, TEXAS 78653
JANUARY 18, 2017 · 7:00 P.M.**

CALL TO ORDER AND ANNOUNCE QUORUM PRESENT

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 January 4, 2017 City Council Regular Meeting.
2. Consideration, discussion, and possible action on acceptance of the December, 2016 Departmental Reports:
 - Development Services
 - Police
 - Municipal Court
 - Public Works
3. Consideration, discussion, and possible action on acceptance of the unaudited December, 2016 Monthly Financial Report.

REGULAR AGENDA

4. Consideration, discussion, and possible action to authorize the City Manager to execute a contract for a Classification and Compensation Plan Study for the City of Manor.
5. Consideration, discussion, and possible action to appoint the Manor Planning and Zoning Commission to serve as the Community Impact Fee Program Advisory Committee for the purposes of updating the five-year community impact fee plan.
6. Consideration, discussion, and possible action on an Interlocal agreement with Manor ISD for the design and construction of wastewater line and lift station improvements.
7. Consideration, discussion and possible action to approve a resolution authorizing the filing of a Body-Worn Camera Grant Program application to the Office of the Governor of Texas Criminal Justice Division.

8. Consideration, discussion, and possible action on an addendum to the Professional Services Agreement between the City of Manor and Jay Engineering Company, Inc. for the 2017 Wastewater Collection System Improvements.

EXECUTIVE SESSION

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

Section 551.072 Deliberations regarding the value and sale of real property – city owned 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:

9. Take action as deemed appropriate on the value and sale of City owned property.

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 Meeting was posted on this 13th day of January, 2017 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code.

Frances M. Aguilar, 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.

This public notice was removed from the bulletin board at the Manor City Hall on:

_____, 2016 at _____ am/pm by _____.

City Secretary's Office
City of Manor, Texas



AGENDA ITEM NO. ¹_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: Frances Aguilar

DEPARTMENT: City Secretary's Office

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the January 4, 2017 City Council Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Minutes from January 4, 2017 City Council Regular Meeting

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the minutes for the January 4, 2017 City Council Regular Meeting.

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



**MANOR CITY COUNCIL
REGULAR MEETING
MINUTES
105 E. EGGLESTON STREET
MANOR, TEXAS 78653
JANUARY 4, 2017 · 7:00 P.M.**

A regular meeting of the Manor City Council was held on Wednesday, January 4, 2017, in the Manor City Hall City Council Chambers at 105 E. Eggleston Street, Manor, Texas.

COUNCIL MEMBERS

PRESENT:

Mayor, Rita Jonse
Place 1, Gene Kruppa
Place 2, Maria Amezcua
Place 3, Anne Weir
Place 5, Rebecca Davies
Place 6, Ryan Stone

ABSENT:

Place 4, Zindia Pierson

CITY STAFF PRESENT:

Thomas Bolt, City Manager
Frances Aguilar, City Secretary
Scott Dunlop, Planning Coordinator
Paige Saenz, City Attorney

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

Mayor Rita Jonse announced that a quorum was present and the meeting was called to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Mr. Scott Dunlop led the Pledge of Allegiance.

PRESENTATIONS

1. Recognition of outgoing Planning and Zoning Commission Chairperson; Ms. Mary Ann Parker.

Mayor Jonse presented Ms. Mary Ann Parker with a Certificate of Appreciation in grateful recognition of her years of service of outstanding leadership and dedicated service in public office. Ms. Parker thanked the City.

PUBLIC COMMENTS

Mr. Gilbert Nila inquired about moving a historical plaque to the community center for the Black History Month Program.

CONSENT AGENDA

A motion to approve the consent agenda was made by Council Member Davies, seconded by Council Member Weir. The motion carried by the following vote:

Vote: 6 For – 0 Against

2. Consideration, discussion, and possible action to approve the minutes for December 21, 2016, City Council Regular Meeting.

This item was approved under consent agenda.

3. Consideration, discussion, and possible action on a second reading of an ordinance annexing a 55.312-acre tract or parcel of land out of and being part of the Greenbury Gates Survey No. 63 in Travis County, Texas, and being a part of that certain 70.312-acre tract described in deed from Dorothy Swanberg Daniel, et al, to Clide R. Nichols and Mike Radovanov, dated August, 25, 1999, recorded in Instrument No. 1999100324, Travis County Deed Records. Said 70.312-acre tract being a part of the certain 80.827-acre tract described in a Trustee's Deed to Dorothy Swanberg Daniel, et al, recorded in Volume 11658, Page 768, Travis County Deed Records.

This item was approved under consent agenda.

4. Consideration, discussion, and possible action on a second reading of an ordinance annexing 0.61 acres of land out of the Greenbury Gates Survey No. 63, Abstract 315, Travis County, Texas and recorded in document number 2000027407 and 2003024083 of the Official Public Records of Travis County, Texas.

This item was approved under consent agenda.

5. Consideration, discussion, and possible action on a second reading of an ordinance rezoning 13.20 acres out of a called 55.312-acre tract conveyed to Terrell Timmermann recorded in document 2000046321 of the official public records of Travis County, located near FM 973 and Suncrest Road, from Interim Agricultural (A) district zoning to Institutional (I) district zoning.

This item was approved under consent agenda.

6. Consideration, discussion, and possible action on a second reading of an ordinance rezoning 33.00 acres out of a called 55.312-acre tract conveyed to Terrell Timmermann recorded in document 2000046321 of the official public records of Travis County, located near FM 973 and Suncrest Road, from Interim Agricultural (A) district zoning to Medium Commercial (C-2) district zoning.

This item was approved under consent agenda.

7. Consideration, discussion, and possible action on a second reading of an ordinance rezoning lots 7 – 10, block 5, 101 - 107 East Brenham St, Town of Manor from Single Family Residential (R-1) district zoning to Light Commercial (C-1) district zoning.

This item was approved under consent agenda.

8. Consideration, discussion, and possible action on a second reading of an ordinance rezoning the south 25ft of block 1 & 2 and south 25ft of east 20ft of lot 3 and center 40ft of lot 1 & 2 and center 40ft of west 20ft of lot 3, block 31 Town of Manor, located at 201 East Parsons St., from Institutional (I) district zoning to Downtown Business (DB) district zoning.

This item was approved under consent agenda.

9. Consideration, discussion, and possible action on a second reading of an ordinance rezoning 9.982 acres out of Abstract 546 Survey 40 Manor J, located near US Hwy 290 and Gregg Manor Road Manor, TX, from Light Commercial (C-1) to Multi-family (R-3).

This item was approved under consent agenda.

10. Consideration, discussion, and possible action on a second reading of a Preliminary PUD Site Plan rezoning 149 acres in the Greenbury Gates Survey 63, Abstract 315 and the Calvin Baker Survey 38, Abstract 58, located at the SE corner of US Hwy 290 and FM 973 Manor, TX, from Single Family Residential (R-1) to Planned Unit Development (PUD).

This item was approved under consent agenda.

PUBLIC HEARING

11. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.

Mayor Jonse opened the public hearing. Mr. Danny Burnett and Mr. Pete Dwyer gave an overview of the EntradaGlen PID project. Mr. Burnett introduced Mr. Rick Rosenberg, Managing Principal with DPFG. Mr. Rosenberg gave a presentation to Council which is attached.

A motion that the public hearing be recessed until the next regular council meeting in February was made by Council Member Davies, seconded by Council Member Amezcua. The motion carried by the following vote:

Vote: 6 For – 0 Against

REGULAR AGENDA

12. Consideration, discussion, and possible action on the creation of the EntradaGlen Public Improvement District.

City Attorney Paige Saenz explained the City will work the developer to discuss a feasibility study/real estate analysis and develop a deal point sheet to outline the parties' agreement regarding the PID and related matters before the PID is created.

No action was taken on the agenda item.

EXECUTIVE SESSION

The City Council convened into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in at 7:50 P.M.:

Section 551.074 Personnel Matter – Interview candidates for appointment to fill two vacancies on the City of Manor Planning and Zoning Commission, Place 1 and Place 6.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and to act on item(s) discussed during Closed Executive Session at 8:02 P.M.

13. The appointment of a Commissioner, Place 1 to serve on the City of Manor Planning and Zoning Commission.

No action was taken on the agenda item.

14. The appointment of a Commissioner, Place 6 to serve on the City of Manor Planning and Zoning Commission.

A motion to appoint Keith Miller to the Planning and Zoning Commission, Place 6 was made by Council Member Kruppa, seconded by Council Member Stone. The motion carried by the following vote:

Vote: 6 For – 0 Against

15. The reappointment of a Commissioner, Place 3 to serve on the City of Manor Planning and Zoning Commission.

A motion to reappoint Raul Hernandez to the Planning and Zoning Commission, Place 3 was made by Council Member Weir, seconded by Council Member Amezcua. The motion carried by the following vote:

Vote: 6 For – 0 Against

16. The reappointment of a Commissioner, Place 5 to serve on the City of Manor Planning and Zoning Commission.

A motion to reappoint Lian Stutsman to the Planning and Zoning Commission, Place 5 was made by Council Member Stone, seconded by Council Member Kruppa. The motion carried by the following vote:

Vote: 6 For – 0 Against

17. The reappointment of a Commissioner, Place 7 to serve on the City of Manor Planning and Zoning Commission.

A motion to reappoint Bill Myers to the Planning and Zoning Commission, Place 7 was made by Council Member Amezcua, seconded by Council Member Stone. The motion carried by the following vote:

Vote: 6 For – 0 Against

ADJOURNMENT

A motion to Adjourn made by Council Member Kruppa. Seconded by Council Member Amezcua. The motion carried by the following vote:

Vote 6 For – 0 Against.

Meeting was adjourned at 8:05 P.M.

APPROVE:

Rita G. Jonse,
Mayor

ATTEST:

Frances M. Aguilar, TRMC, CMC
City Secretary



AGENDA ITEM NO. ²_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: Frances Aguilar

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on acceptance of the December, 2016 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

December, 2016 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council acceptance of the December, 2016 Departmental Reports.

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

DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT
FOR
CITY OF MANOR, TX
December 1 - 31, 2016

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	2	\$400.00	\$344.00	
Commercial Mechanical HVAC	1	\$2,000.00	\$172.00	
Commercial Swimming Pool/SPA	2	\$300,000.00	\$1,122.00	
Commercial Tennant Finish-Out	1	\$380,000.00	\$2,327.95	Austin Regional Clinic
Residential Deck/Patio	1	\$38,000.00	\$227.00	
Residential Foundation Repair	1	\$10,000.00	\$95.00	
Residential Irrigation	2	\$6,300.00	\$189.00	
Residential Mechanical - HVAC	3	\$21,490.00	\$321.00	
Residential New	79	\$20,338,532.15	\$427,485.45	
Residential Plumbing	1	\$2,000.00	\$202.00	
Totals	93	\$21,098,722.15	\$432,485.40	

Total Certificate of Occupancies Issued: 27

Total Inspections(Comm & Res): 558

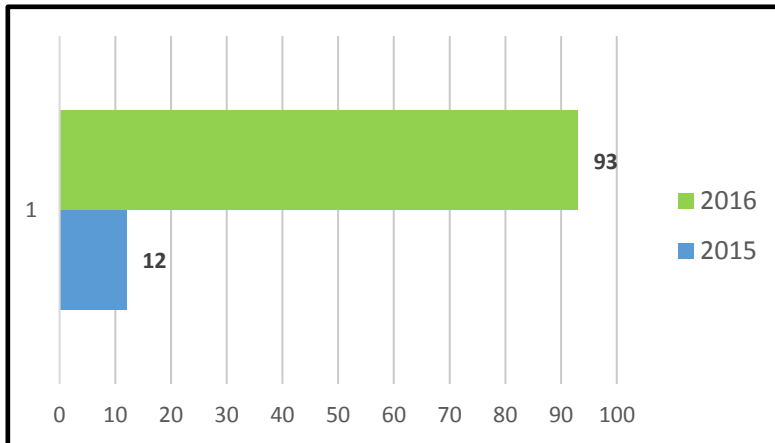
Tom Bolt, City Manager



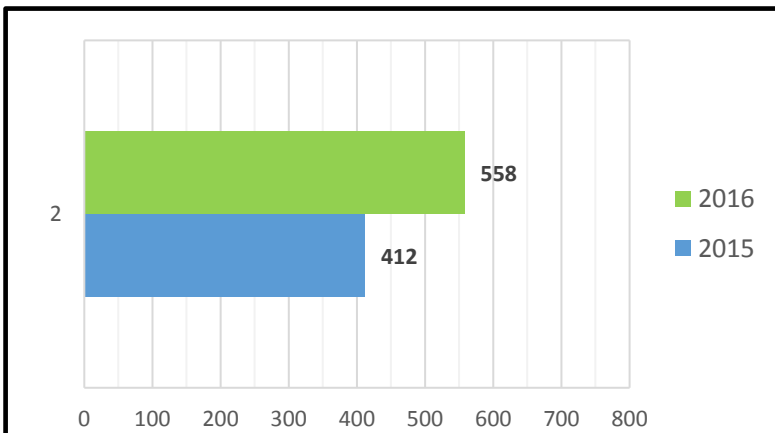


DECEMBER 2016

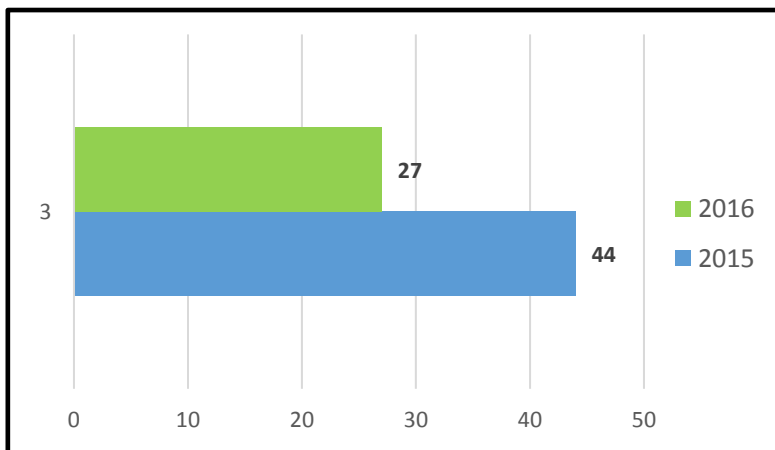
DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



PERMITS ISSUED



INSPECTIONS



COs ISSUED



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

1/18/2017

December 2016

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1410	769	83.3↑	Patrol Car Rental
Average CFS per day	45.4	24.8	83.0↑	Last Month \$1140.00
Open Cases	39	2	1850↑	YTD \$49,426.00
Charges Filed	69	33	109↑	
Alarm Responses	35	38	7.89↓	
Drug Cases	26	7	271.4↑	
Family Violence	11	7	57.1↑	
Arrests F/M	22F/M63	2F/M31	1000F/103M	
Animal Control	20	28	28.5↓	
Traffic Accidents	31	29	6.89↑	
DWI Arrests	16	3	433↑	
Traffic Violations	672	187	259↑	
Ordinance Violations	16	7	128↑	
Seizures	N/A	N/A		
Laboratory Submissions	11	N/A		

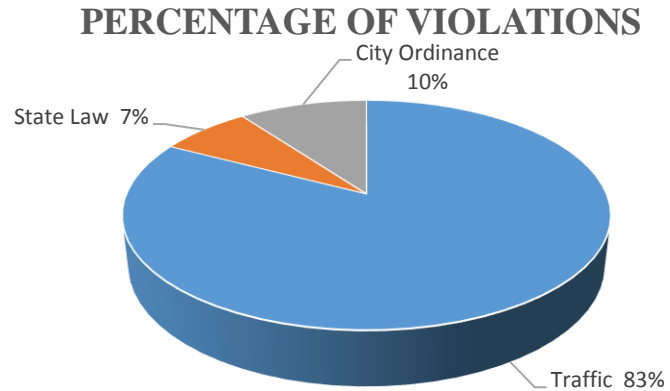
Notes:

*DNA- DATA NOT AVAILABLE

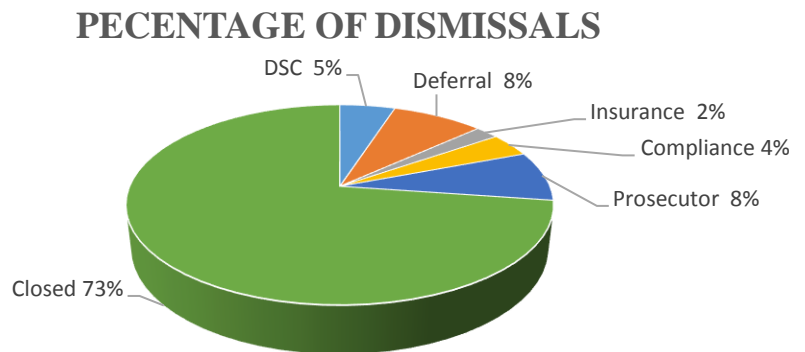
City of Manor Municipal Court

DECEMBER 2016

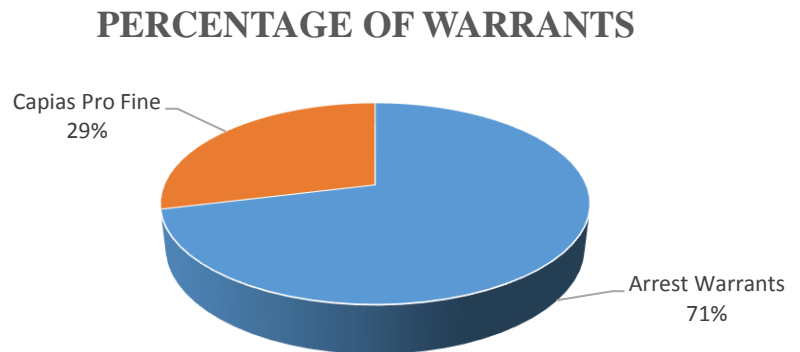
Violations Filed	Dec-16	Dec-15
Traffic	367	229
State Law	32	20
City Ord.	45	34
Total	444	283



Dismissals	Dec-16	Dec-15
DSC	26	12
Deferral	43	28
Insurance	11	0
Compliance	20	14
Prosecutor	42	44
Closed	379	287
Total	521	385



Warrants	Dec-16	Dec-15
Arrest Warrants	116	99
Capias Pro Fine	47	13
Total	163	112



Money Collected in December 2016

Kept By City	\$34,623.52
Kept By State	\$16,658.54
Total	\$51,282.06

Money Collected in December 2015

Kept By City	\$24,649.78
Kept By State	\$9,619.15
Total	\$34,268.93



**December, 2016 REPORT
PUBLIC WORKS DEPARTMENT**

Street and Public, Parks, and Maintenance Department

In the month of December, the Public Parks and Maintenance Department mowed all City facilities, alleys, and right of ways. They cleaned and maintained all City facilities and parks. They performed all maintenance on City vehicle's and heavy equipment.

Water and Wastewater Department

In December, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily.

In December, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

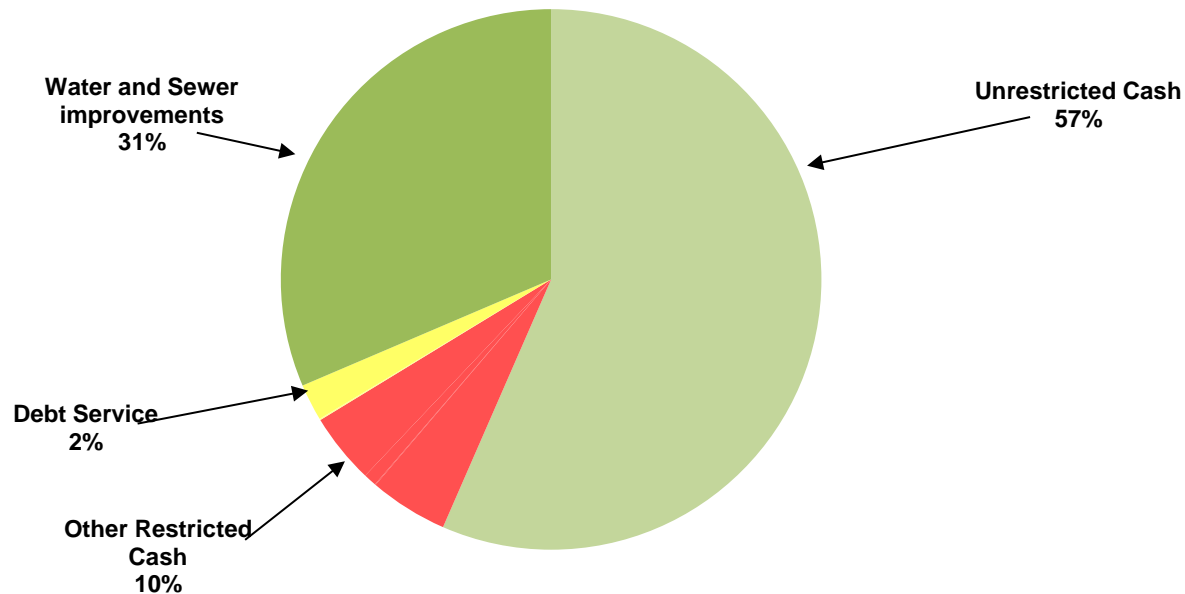
In the month of December, 67 percent of the water we supplied to our residents was from our well fields, and we purchased 33 percent from Bluewater and Manville WSC. In December, the estimated population of residents in the City of Manor is 9,022. Estimated Population for Shadowglen is 2,533 residents.

Subdivision Inspections

- Street Inspections- 4
- Water Inspections- 16
- Wastewater Inspections- 5

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As of December 2016**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 953,654	\$ 5,018,181				\$ 5,971,834
Restricted:						
Tourism				496,628		496,628
Court security and technology	4,973					4,973
Rose Hill PID				81,520		81,520
Customer Deposits		445,600				445,600
Park	8,462					8,462
Debt service			232,999			232,999
Capital Projects						
Water and sewer improvements				3,317,989		3,317,989
TOTAL CASH AND INVESTMENTS	\$ 967,089	\$ 5,463,781	\$ 232,999	\$ 3,896,137	\$ -	\$ 10,560,006



\$75,889.63 sales tax collected comparative to last year at \$61,497.73 which reflects a 24% increase

Overview of funds:

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: January 18, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to authorize the City Manager to execute a contract for a Classification and Compensation Plan Study for the City of Manor.

BACKGROUND/SUMMARY:

The City of Manor has not adopted a pay schedule. Staff has prepared a schedule for personnel, however, the schedule has never formally been adopted by the City Council for budgeting purposes. The current schedule serves as a guideline and may not accurately reflect issues for a small city with regard to operation and management costs described in the annual city budget, along with proximity to a major city. Compensation needs to commensurate with neighboring communities, as to attract and retain employees. Further defining job descriptions, pay scales, compensation for years of service, licenses and other certifications should be reflected in a plan by a firm negating any concern from the community about the appropriateness of a compensation plan.

PRESENTATION: ☒ YES ☐ NO

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

Proposals from:

Management Advisory Group International, Inc. - Woodbridge, Virginia
Public Sector Personnel Consultants - Tempe, Arizona
Ray Associates - Austin, Texas

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council authorize the City Manager to execute a contract with _____ for a Classification and Compensation Plan Study for the City of Manor.

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



AGENDA ITEM NO. ⁵_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to appoint the Manor Planning and Zoning Commission to serve as the Community Impact Fee Program Advisory Committee for the purposes of updating the five-year community impact fee plan.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council appoint the Manor Planning and Zoning Commission to serve as the Community Impact Fee Program Advisory Committee for the purposes of updating the five-year community impact fee plan.

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



AGENDA ITEM NO. ⁶_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Interlocal agreement with Manor ISD for the design and construction of wastewater line and lift station improvements.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Interlocal agreement

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve an Interlocal agreement with Manor ISD for the design and construction of wastewater line and lift station improvements.

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

INTERLOCAL AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF WASTEWATER LINE AND LIFT STATION IMPROVEMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Interlocal Agreement for the Design and Construction of Wastewater Line and Lift Station Improvements (this "**Agreement**") is made by and between the **CITY OF MANOR, TEXAS** (the "**City**") and the **MANOR INDEPENDENT SCHOOL DISTRICT** (the "**District**").

WHEREAS, the District plans to construct a new high school campus on FM 973 north of the City;

WHEREAS, offsite wastewater improvements are required to serve the new campus;

WHEREAS, the District desires to contract with the City to design and construct the offsite wastewater improvements herein described;

WHEREAS, the District will pay for the cost of designing and constructing the improvements to a size needed to serve the new high school campus (the "Campus"), and the City will cost participate in the size of oversizing the improvements as provided herein;

WHEREAS, Texas Government Code, Chapter 791 authorizes the City and the District to contract with each other in the performance of governmental functions for the promotion and protection of the health and welfare of the inhabitants of the City and the District, and the mutual benefit of the parties;

NOW, THEREFOR, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District agree as follows:

Section 1. Effective Date and Term. This Agreement shall become effective as of execution by the City and the District (the "**Effective Date**"). Unless earlier terminated as provided herein, the term of this Agreement shall expire on the date the Project, defined herein, has been completed and accepted by the City, and the District has paid for its portion of the cost of designing and constructing the Project, as provided herein.

Section 2. Construction and Funding of the Project.

- (a) The District shall fund, finance, and pay for the cost of designing and constructing the wastewater improvements as provided in this Agreement; provided that the City shall pay the cost of constructing the oversized component of the wastewater improvements as provided herein.
- (b) The City shall design construction plans for the Project, and construct or cause to be constructed, the Project, in compliance with all federal, state, and local legal requirements,

including all those applicable to the City and the District as governmental entities of the State of Texas.

Section 3. Wastewater Improvements.

- (a) The Project is made up of the Wastewater Improvements and the Oversized Component, if the City elects to construct the Oversized Component. The Project shall include the appurtenances necessary for the Project to function efficiently to provide service to the Campus, and are generally shown on Exhibit "A".
- (b) The Wastewater Improvements are hereby defined as follows: (1) The design and construction of lift station pump and control improvements from 825gpm to 900 gpm generally located at Stonewater (the "**Lift Station**"), and (2) the design and construction of 8 inch wastewater line, being approximately 4,000 linear feet and including associated wastewater manholes, from the southeast corner of the high school campus property to Stonewater lift station along a route approved by the City Engineer, generally shown on Exhibit "A" (the "**Wastewater Line**").
- (c) The Oversized Component consists of the oversizing of the Lift Station from 900 gpm to 1,200 gpm, and the oversizing of the Wastewater Line from an 8 inch line to a 12 inch line.
- (d) After completion and acceptance of the Project, the City will own and operate the Project and provide wastewater services to the District, including the Campus, in accordance with applicable local, state, and federal law and regulations. This obligation of the City shall survive the termination of this Agreement.

Section 4. Design Phase.

- (a) The Design Costs for the Project shall be the reasonable and approved total cost of designing the Project based on the sum of the following: 1) Engineering fees relating to the design and completion of construction plans for the Project and producing bidding documents; 2) fees related to surveying, geotechnical, and environmental services required to produce plans and specifications for the Project; and 3) any other necessary and reasonable out-of-pocket costs expended by the City and in connection with the design and completion of construction plans for the Project; provided that all such sums and amounts shall be reasonable and necessary, documented, and charged at the same rates charged to the City.
- (b) The City Engineer shall prepare an estimate of the costs of designing the Project, which estimate shall include the costs set forth in Section 4(a) (the "**Opinion of Probable Design Cost**") with no more than two options: (1) District Project scope only; and (2) District Project scope with City oversize. The District shall deposit the Opinion of Probable Design Cost amount for the District Project scope only in an escrow account of the City within thirty (30) days of notice of the Opinion of Design Cost, which funds shall be used by the City solely for the costs of designing the Project (the "Design Deposit").

- (c) The City shall cause the City Engineer to prepare the construction plans for the Project, and shall submit the plans to the District's engineer for review and comment; provided that the City Engineer will not begin work until the Design Deposit is deposited with the City.
- (d) If the actual Design Costs exceed the Opinion of Probable Design Cost, the City shall provide an explanation for the increase, for the District's consideration and action. If accepted, the District shall post the District Project portion of the deficiency between the Design Deposit and the Design Costs in the escrow account within ten (10) business days of acceptance. Any funds the District posts for Design Costs that exceed the actual cost of designing the Project shall remain in escrow until the construction plans for the Project are completed and accepted by the City, at which time the balance shall be refunded to the District no more than 30 days from acceptance of the Project by the City.
- (e) During the Design Phase, the City shall identify any easements on the District's property reasonably required to be conveyed to the City for the Project. The District shall convey to the City at no cost to the City the non-exclusive easements reasonably required for the Project, free and clear of all liens and encumbrances within thirty business days of written request by the City, using forms acceptable to the City and the District.

Section 5. Bidding of the Project. The City will advertise the Project for sealed competitive bids in compliance with Chapter 252, Texas Local Government Code based on the City approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to District and the City. The Project will be advertised for bids as follows: (a) with an alternate bid being required for a 900gpm Lift Station (**Lift Station Alternate #1**) and a 1,200 gpm Lift Station (**Lift Station Alternate #2**) together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Lift Station; and (b) with an alternate bid being required for an 8 inch Wastewater Line (**Wastewater Line Alternate #1**) and a 12 inch Wastewater Line (**Wastewater Line Alternate #2**) together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City Engineer. City will provide the District with copies of the bids once they are opened. The contract for construction of the Project shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City and the District shall retain the discretion to reject any and all bids. The City shall consult with the District on its reasons for rejecting bids.

Section 6. Project Costs.

- (a) The District shall be responsible for paying the costs of constructing the Wastewater Project and acquisition of any easements required for the Project (the "**District's Project Costs**"). The City shall be responsible for paying for the costs of constructing the Oversized Component (the "**City's Project Costs**").
- (b) The District's Project Costs shall be established by adding the accepted bid for Lift Station Alternate #1, the Wastewater Line Alternate #1, and the documented costs of the City in acquiring any easements for the Project.

- (c) The City's Project Costs shall be established by adding the following: (i) the difference between Lift Station Alternate #2 and Lift Station Alternate #1; and (ii) the difference between Wastewater Line Alternate #2 and Wastewater Line Alternate #1.

Section 7. Payment of Project Costs.

(a) Within 30 days of the District's receipt of the bids and the City's recommendation for award, the District shall consider the bids and the City's recommendation for award. If the District agrees with the award, the District will deliver an amount equal to the District's Project Costs (the "District's Deposit") to the City within ten days of the City awarding the contract and sending notice to the District that the contract has been awarded. The City shall hold the District's Deposit in a separate account, in trust for the District, and will be used solely to pay sums coming due for the District's Project Costs under this Agreement.

(b) The City will enter into the construction contract for the Project after the City receives the District's Deposit. The construction contract for the Project shall comply with all applicable federal, state, and local laws and legal requirements, including, but not limited to, the requirements for the payment of prevailing wages and payment and performance bonds. Further, the construction contract shall require that the City and the District be named as additional insureds for all applicable insurance required by the City. After entering into the construction contract, the City shall cause the Wastewater Improvements to be constructed within the timeframes set forth in the construction contract for the Project, subject to extensions and force majeure as provided therein.

(c) The City Engineer will monitor and confirm the percentage of completion of the Project existing from time to time. The City Engineer will provide the City and the District with monthly construction status reports.

(d) Concurrently with the City's receipt of a payment request from the contractor for the Project, the City will either deliver or cause the contractor to deliver to the District a copy of the payment request as submitted (a "Payment Request"). In order to make any progress payment from the District's Deposit, the City must deliver or cause to be delivered to the District: (i) a copy of the Payment Request that includes a statement of the percentage of construction of the Project completed to the date of the Contractor's Payment Request (the "Completion Percentage") and has been approved by the City and the City Engineer (the "Approved Draw Request"); and (ii) an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("Waiver and Release"). The Approved Draw Request, the Certification, and the Waiver and Release shall be delivered to the District no later than 10 days after delivery of the Payment Request. Payment Requests may not be submitted more frequently than monthly. Within 30 days of the delivery of each Payment Request, and contingent upon the City's delivery of the Approved Draw Request and Waiver and Release within that 30-day period, the City shall pay the Approved Draw Request using the District Deposit and City funds as provided in subsection (e), less retainage and any other amounts allowed to be withheld under the construction contract. The District may dispute a Payment Request by giving written notice to the City and the City Engineer of the amount of the Payment Request disputed and the specific

basis for the dispute within 15 days of receipt of the Payment Request and may include, but is not limited to, a dispute that the work covered by the Draw Request has not been completed in accordance with the applicable construction contract or there is a default by the contractor under the construction contract in question, and the City shall pay any amount that is not in dispute. The parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(e) For each Approved Draw Request, the City shall pay the pro rata share of each Approved Draw Request (less retainage and any disputed amounts) from the District Deposit and the City's pro rata share of the Approved Draw Request (less retainage and any disputed amounts) from City funds.

(f) Any change orders will be subject to approval by the City and the District before work contemplated by the change order begins, unless the change order is required by an emergency. Neither the City nor the District will unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the Project Engineer will promptly update the budget and provide a copy of the update to the City and the District. The District shall be responsible for its pro rata share of the increase in contract price caused by an approved change order and shall deposit such amount with the City within thirty days of written request by the City and approval by the District.

Section 8. Timeline of Events. The design and construction of the Project shall generally proceed in accordance with the schedule set forth in Exhibit "B".

Section 9. 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. 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 may terminate this Agreement if the District fails to cure a default within the period required by this Section.

Section 10. 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 11. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 12. 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 13. 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 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 14. 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
P.O. Box 387
Manor, Texas 78653

with copy to:

Paige H. Saenz
Knight & Partners
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to the District shall be addressed:

Manor Independent School District
Office of the Superintendent of Schools
10335 US Highway 290 E
Manor, Texas 78653

with copy to:

Ann Greenberg
Walsh, Gallegos, Treviño, Russo & Kyle, P.C.
505 E. Huntland Dr., Suite 600
Austin, Texas 78752

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 15. General Provisions.

(a) *Governing Law.* 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.

(b) *Entire Agreement.* This Agreement represents the entire and integrated agreement between the City and District with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof, including that certain letter agreement between the City and the District dated March 9, 2016, except as presented and relied upon by Travis County, Transportation and Natural Resources. Nothing contained in this Agreement is intended to or shall be interpreted to create a partnership, joint venture or similar arrangement between the City and District.

(c) *Current Funds.* The parties financial obligations under this Agreement shall be paid from current funds.

(d) *Governmental Functions.* Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided herein are governmental functions and the City and the District shall be engaged in the conduct of a governmental function while providing and performing any service pursuant to this Agreement.

(e) *Legal 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 the District, nor create any legal rights or claim on behalf of any third party. Neither the District nor the City waives, modifies, or alters any defenses and immunities provided under the laws of the State of Texas, the Texas Constitution, and the United States Constitution.

(f) *Amendments.* This Agreement may not amended, except in writing, signed by both the City and the District.

(g) *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(h) *Severability.* If any provision of this Agreement shall be held as a matter of law to be unenforceable, such unenforceability shall not affect the enforceability of the remainder of this Agreement.

(i) *Interpretation; Terms and Dates.* References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

(j) *Signatory Warranty.* The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

(k) *Counterparts.* This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE CITY OF MANOR

By:_____

Printed Name:_____

Title:_____

Date Executed:_____

**MANOR INDEPENDENT SCHOOL
DISTRICT**

By:_____

Printed Name:_____

Title:_____

Date Executed:_____

Exhibit A



N.T.S.

±3,663 LF OF PROPOSED
WASTEWATER LINE
OPTION A ROUTE B

STONEWATER LIFT STATION
TO BE UPGRADED

MANOR NEW SENIOR HIGH
OFFSITE WASTEWATER UTILITIES

DATE: 12/15/2016



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

Exhibit B

Bidding and Construction Schedule for **Manor New Senior High Offsite Utilities** City of Manor, Texas

The following is the proposed schedule for the design advertisement, bidding and construction processes.

Schedule:

<u>Date</u>	<u>Activity</u>
January 2017	Interlocal Agreement
February/March 2017	Design Complete; Advertise for Public Bids.
March 2017	Open Bids; City sends District copies of bids and City staff/consultant recommendation on contract award
March/April 2017	District and City Consider and Act on Bids (in that order)
April 2017	Issue Notice of Award
April 2017	Issue Notice to Proceed
May 2017	Start Construction
August 2017	Complete Construction
August 2017	Project Closeout

The preceding schedule is based upon certain performance assumptions. Actual project schedule may vary due to regulatory, weather or other factors beyond the control of the project manager.



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: James Allen

DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action to approve a resolution authorizing the filing of a Body-Worn Camera Grant Program application to the Office of the Governor of Texas Criminal Justice Division.

BACKGROUND/SUMMARY:

The Body Camera grant program will allow the City to purchase additional body cameras and in-car systems to bring the entire fleet and department onto the same format. This allows for greater transparency, accountability, and development as a more professional law enforcement agency.

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve a resolution authorizing the filing of a Body-Worn Camera Grant Program application to the Office of the Governor of Texas Criminal Justice Division.

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

RESOLUTION NO. 2017 – 01

A RESOLUTION OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE FILING OF A BODY-WORN CAMERA GRANT PROGRAM APPLICATION TO THE OFFICE OF THE GOVERNOR OF TEXAS CRIMINAL JUSTICE DIVISION; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE GRANTEE'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE BODY-WORN CAMERA GRANT PROGRAM.

WHEREAS, the City of Manor finds it in the best interest of the citizens of the City of Manor, Texas that the Manor Police Department Project for Funding Body Cameras and Video Storage to be operated in 2018; and

WHEREAS, the City of Manor agrees that in the event of loss or misuse of the Criminal Justice Division funds, City of Manor assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City of Manor designates the City Manager as the grantee's authorized official;

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

City of Manor, Texas approves submission of the grant application for the Manor Police Department Project for Funding Body Cameras and Video Storage to the Office of the Governor, Criminal Justice Division. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 18th DAY OF JANUARY, 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

Grant Number:3276601



AGENDA ITEM NO. ⁸_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an addendum to the Professional Services Agreement between the City of Manor and Jay Engineering Company, Inc. for the 2017 Wastewater Collection System Improvements.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve an addendum to the Professional Services Agreement between the City of Manor and Jay Engineering Company, Inc. for the 2017 Wastewater Collection System Improvements.

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

EXHIBIT B

ADDENDUM NO. 48

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

Through this addendum, CLIENT hereby authorizes ENGINEER to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Professional Services Agreement, except as modified herein.

ASSIGNMENT: **2017 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS.**

SCOPE OF SERVICES:

☐ See attached.

Scope as defined in the following: Prepare drawings, specifications and contract documents for 2017 Wastewater Collection System Improvements project. Design surveys, bidding and construction phase services, inspection and testing are included herein. Boundary or easement survey work for land acquisition are not included herein.

COMPENSATION:

- ☐ Lump Sum Fee of \$ _____
- ☒ Preset Percent of Construction Cost (14.4%)* plus Additional Services**
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

*Fee Breakdown:

Engineering:	7.9%
Surveying:	1.5%
Geotechnical:	1.0%
Testing and Insp.:	4.0%
Engineering:	14.4%

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

Rita G. Jonse,
Mayor

By: _____

Date: _____

Date: _____

ATTEST:

Jaeco Project No.:

Frances Aguilar, TRMC, CMC
City Secretary

Engineer's Opinion of Probable Construction Cost

Client: City of Manor

Job No.: 100-071-20

Project: Manor New Senior High Offsite WW Utilities

Date Prepared: December 29, 2016

Option A (No Oversize), Route B (Longer)

Activity	Unit Price		Materials or No.		Total Cost
Upgrade pumps from 825 gpm to 900 gpm	\$ 52,000.00	LS	1	LS	\$ 52,000.00
Trench Safety	\$ 2.00	LF	2840	LF	\$ 5,680.00
Install 8" SDR-26 PVC Pipe	\$ 64.00	LF	3040	LF	\$ 194,560.00
Install 4' Concrete Manholes	\$ 3,800.00	EA	8	EA	\$ 30,400.00
Bore under FM 973	\$ 450.00	LF	200	LF	\$ 90,000.00
Restoration and Revegetation	\$ 6.00	LF	2840	LF	\$ 17,040.00
Silt Fence	\$ 2.50	LF	2840	LF	\$ 7,100.00
SWPPP	\$ 3,500.00	LS	1	LS	\$ 3,500.00
Sub-Total					\$ 400,300.00
Contingency					\$ 40,030.00
Soft Costs					\$ 60,045.00
Total					\$ 500,375.00

Option B (Oversize), Route B (Longer)

Activity	Unit Price		Materials or No.		Total Cost
Upgrade pumps from 900 gpm to 1200 gpm	\$ 25,000.00	LS	1	LS	\$ 25,000.00
Trench Safety	\$ 2.00	LF	2840	LF	\$ 5,680.00
Install 12" SDR-26 PVC Pipe	\$ 96.00	LF	3040	LF	\$ 291,840.00
Install 4' Concrete Manholes	\$ 3,800.00	EA	8	EA	\$ 30,400.00
Bore under FM 973	\$ 450.00	LF	200	LF	\$ 90,000.00
Restoration and Revegetation	\$ 6.00	LF	2840	LF	\$ 17,040.00
Silt Fence	\$ 2.50	LF	2840	LF	\$ 7,100.00
SWPPP	\$ 3,500.00	LS	1	LS	\$ 3,500.00
Sub-Total					\$ 470,600.00
Contingency					\$ 47,060.00
Soft Costs					\$ 70,590.00
Total					\$ 588,250.00

Note: The above "Opinion of Probable Construction Cost" is made by an engineer, not a professional construction estimator. The accuracy of construction costs cannot be guaranteed.



AGENDA ITEM NO. 9

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: January 18, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Take action as deemed appropriate on the value and sale of City owned property.

BACKGROUND/SUMMARY:

City Council established a plan to sell city property, no longer used by the City. A listing agreement was executed between the City Manager, as authorized by Council, and Jackie Burke, Realtor. The listing was for 30 days and no offers could be considered prior to the 30-day listing. There are four offers, presented at the time of preparation of this summary. The listing remains open until Council accepts an offer.

PRESENTATION: ☒ YES ☐ NO

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

Offers

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council accept the offer of _____ and authorize the City Manager to execute any and all closing documents necessary for the sale of 201 E. Parsons St., Manor Texas.

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