



Rita G. Jonse, Mayor
Gil Burrell, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne Weir, Place 3
VACANT, Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

**CITY COUNCIL
REGULAR MEETING
AGENDA**

Wednesday, September 4, 2019

7:00 p.m.

Manor City Hall – Council Chambers
105 E. Eggleston Street

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. Consideration, discussion, and possible action to approve the City Council Minutes of the August 21, 2019, Regular Meeting. Lluvia T. Almaraz,
City Secretary

PUBLIC HEARINGS

- | | |
|---|------------------------------|
| 2. <u>Public Hearing</u> : Consideration, discussion, and possible action on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas. | Thomas Bolt,
City Manager |
| 3. <u>Public Hearing</u> : Consideration, discussion, and possible action on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas. | Thomas Bolt,
City Manager |

REGULAR AGENDA

- | | |
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| 4. Consideration, discussion and possible action on a resolution authorizing representation in IRS matter and delegating authority to execute Form 2848 IRS Power of Attorney to TML MultiState Intergovernmental Employee Benefits Pool. | Tracey Vasquez,
HR Coordinator |
| 5. Consideration, discussion and possible action on proposed changes to the City of Manor Personnel Policies and Procedures Handbook regarding Travel. | Tracey Vasquez,
HR Coordinator |
| 6. <u>Second and Final Reading</u> : Consideration, discussion and possible action on an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). Applicant: Kimley-Horn & Assoc. Owner: Las Entradas Development Corporation | Scott Dunlop,
Asst. Dev. Services
Director |
| 7. Consideration, discussion, and possible action on appointment of Planning and Zoning Commission and Developer Representative as Community Impact Fee Advisory Committee. | Frank T. Phelan, P.E.
City Engineer |
| 8. Consideration, discussion and possible action on an ordinance amending Manor Code of Ordinances, Appendix A, Article A2.003 Subdivision Plats. | Scott Dunlop
Asst. Dev. Services
Director |
| 9. Consideration, discussion and possible action on a Resolution approving the acquisition of an accessible voting system in compliance with state and federal laws through a service agreement with Travis County. | Thomas Bolt,
City Manager |

EXECUTIVE SESSION

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

Section 551.074 Personnel Matters – Discussion of Place 4 vacancy; and Interview Candidates for appointments to the Board of Adjustment.

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.

ADJOURNMENT

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, August 30, 2019, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Lluvia T. Almaraz, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the August 21, 2019, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

August 21, 2019, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the August 21, 2019, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
AUGUST 21, 2019**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gil Burrell, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne R. Weir, Place 3
Vacant, Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Lydia Collins, Director of Finance
Ryan Phipps, Chief of Police
Denver Collins, Captain
James Allen, Lieutenant
Scott Dunlop, Assistant Development Services Director
Sarah Friberg, Court Clerk
Michael Tuley, Director of Public Works

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Jonse at 7:00 p.m. on Wednesday, August 21, 2019, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Ryan Phipps, Chief of Police led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

CONSENT AGENDA

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the August 7, 2019, Regular Meeting.**
- 2. Consideration, discussion, and possible action on the acceptance of the July 2019 Departmental Reports:**
 - **Police – Ryan Phipps, Chief of Police**
 - **Development Services – Scott Dunlop, Assistant Dev. Services Director**
 - **Municipal Court – Sarah Friberg, Court Clerk**
 - **Public Works – Mike Tuley, Director of Public Works**
 - **Finance – Lydia Collins, Director of Finance**

MOTION: Upon a motion made by Council Member Burrell and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to approve and adopt all items on the Consent Agenda. The motion carried unanimously.

PUBLIC HEARING

- 3. Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). Applicant: Kimley-Horn & Assoc. Owner: Las Entradas Development Corporation**

Mayor Jonse opened the public hearing.

The City staff's recommendation was that the City Council conduct the public hearing and approve the first reading of an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1).

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

Danny Burnett with Dwyer Realty, 9900 Highway 290 E. Manor, Texas, submitted a card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Pete Dwyer, with Dwyer Realty, 9900 Highway 290 E. Manor, Texas, submitted a card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Steven Pierce with Ashton Woods, 16721 Research Blvd., Austin, Texas, submitted a card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

City Manager Bolt discussed the proposed rezoning ordinance for Las Entradas North.

The discussion was held regarding the difference between Single Family (R-2) and Multi-Family (R-3) development. City Manager Bolt stated the development was for apartments.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted five (5) For and one (1) Against to close the Public Hearing. Council Member Hill voted against. The motion carried.

Council Member Hill inquired about any changes to the roadways during development. City Manager Bolt explained the changes to the zoning and stated there would be no configurations on new roadways.

The discussion was held regarding the volume of traffic for multi-family and commercial in the area.

MOTION: Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Amezcua the Council voted five (5) For and one (1) Against to approve the first reading of an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). Council Member Hill voted against. The motion carried.

REGULAR AGENDA

- 4. First Reading: Consideration, discussion and possible action on an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1). Applicant: Rene Maruri Avilez Owner: Rene Maruri Avilez**

The City staff's recommendation was that the City Council pull the agenda item until vacancy on Council seat is filled by appointment or election.

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

Maricela Ponce, 430 W. Parson Street, Manor, Texas, submitted a card in support of this item; however, she did not wish to speak but was available to address any questions posed by the City Council.

At the direction of Mayor Jonse Agenda Item No. 4 was pulled from the agenda with no motion.

5. Consideration, discussion and possible action on renewing the contract between the City of Manor and Avesis for the Employee Vision Plan; and Authorization for the City Manager to sign the contract.

The City staff's recommendation was that the City Council approve and renew the contract between the City of Manor and Avesis for the Employee Vision Plan; and Authorize for the City Manager to sign the contract.

Tracey Vasquez, HR Coordinator, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve and renew the contract between the City of Manor and Avesis for the Employee Vision Plan; and Authorize for the City Manager to sign the contract. The motion carried unanimously.

6. Consideration, discussion and possible action on renewing the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP); and Authorization for the City Manager to sign the contract.

The City staff's recommendation was that the City Council approve and renew the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP); and Authorization for the City Manager to sign the contract.

Tracey Vasquez, HR Coordinator, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Burrell the Council voted six (6) For and none (0) Against to approve and renew the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP); and Authorize for the City Manager to sign the contract. The motion carried unanimously.

7. Consideration, discussion, and possible action on a resolution on an Amended and Restated Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista, and the City of Jonestown for Direct Victims Services.

The City staff's recommendation was that the City Council approve Resolution No. 2019-08 granting authority to the Mayor or City Manager to enter into an Amended and Restated Interlocal Agreement with the City of Jonestown and the City of Lago Vista to provide direct victim services through the Manor Police Department.

City Manager Bolt discussed the amended agreement with City of Jonestown and Lago Vista.

The discussion was held regarding Section IV – Governance and Oversight on the agreement.

Chief of Police Phipps explained the chain of command between the Victim Services Coordinator; the Victim Services Specialist; and Lieutenant Allen.

The discussion was held regarding the budgetary breakdown for each city. Lieutenant Allen stated the budget breakdown would be subject to an annual review and adjustment.

The discussion was held regarding the vehicles that are used by Victim Services Personnel for services. Chief of Police discussed the travel rotation that is currently in place with Travis County. He stated that in October of 2019 Travis County would no longer participate in the rotation of services; therefore, Victim Services Personnel would have to handle all travel services for Manor, Jonestown, and Lago Vista.

MOTION: Upon a motion made by Council Member Dye and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to approve Resolution No. 2019-08 granting authority to the Mayor or City Manager to enter into an Amended and Restated Interlocal Agreement with the City of Jonestown and the City of Lago Vista to provide direct victim services through the Manor Police Department. The motion carried unanimously.

8. Consideration, discussion, and possible action on setting public hearings for the FY 2019-2020 Proposed Annual Budget and 2019-2020 Property Tax Rate.

The City staff's recommendation was that the City Council set the Public Hearings on the FY 2019-2020 proposed Annual Budget and Tax Rate of the City of Manor, Texas.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Hill the Council voted six (6) For and none (0) Against to set Public Hearings for the FY 2019-2020 Proposed Annual Budget and 2019-2020 Property Tax Rate for September 4, 2019 at 7:00 p.m. and September 18, 2019 at 7:00 p.m.; and appoint Council Member Gil Burrell to the Budget Committee. The motion carried unanimously.

9. Consideration, discussion, and possible action on an ordinance amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances to adopt Procedures for review, processing, and approval of plats, concept plans, and construction plans.

The City Staff's recommendation was that the City Council approve Ordinance No. 548 with the following amendment: Amending the effective date section to read as follows: This Ordinance shall take effect September 1, 2019 and in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter. This ordinance shall apply to Plat or Plan application filed on or after September 1, 2019.

City Manager Bolt discussed the amended ordinance due to Legislation updates.

MOTION: Upon a motion made by Council Member Dye and seconded by Council Member Burrell the Council voted six (6) For and none (0) Against to approve Ordinance No. 548 with the following amendment: Amending the effective date section to read as follows: This Ordinance shall take effect September 1, 2019 and in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter. This ordinance shall apply to Plat or Plan application filed on or after September 1, 2019. The motion carried unanimously.

10. Acknowledge the resignation of Council Member, Place 4 Dr. Larry Wallace Jr. and vacancy.

The City staff's recommendation that the City Council acknowledge the resignation of Council Member Dr. Wallace Jr., Place 4 and declare a vacancy.

MOTION: Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Burrell the Council voted six (6) For and none (0) Against to acknowledge the resignation of Council Member Dr. Wallace Jr., Place 4 and declare a vacancy. The motion carried unanimously.

11. Consideration, discussion, and possible action on a development agreement regarding Lagos Public Improvement District.

The City staff's recommendation was that the City Council approve the development agreement regarding Lagos Public Improvement District.

Danny Burnett with Dwyer Realty, 9900 Highway 290 E. Manor, Texas, spoke before City Council in support of this item. Mr. Burnett discussed the development agreement regarding the Lagos Public Improvement District.

Pete Dwyer, with Dwyer Realty, 9900 Highway 290 E. Manor, Texas, submitted a card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

Steven Pierce with Ashton Woods, 16721 Research Blvd., Austin, Texas, submitted a card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Burrell and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve the development agreement regarding Lagos Public Improvement District. The motion carried unanimously.

Mayor Jonse adjourned the regular session of the Manor City Council into Executive Session at 7:32 p.m. Wednesday, August 21, 2019, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071 and Section 551.087, Texas Government Code to deliberate on an offer of financial economic development incentives; and Section 551.074, Texas Government Code to discuss the City Council, Place 4 vacancy*, at 7:32 p.m., on Wednesday, August 21, 2019, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 8:20 p.m. on Wednesday, August 21, 2019.

OPEN SESSION

The City Council reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in Section 551.071 and Section 551.087, Texas Government Code to deliberate on an offer of financial economic development incentives; and Section 551.074, Texas Government Code to discuss the City Council, Place 4 vacancy, at 8:20 p.m. on Wednesday, August 21, 2019, in the Council Chambers of the Manor City Hall.

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

There was no action taken.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:22 p.m. on Wednesday, August 21, 2019.

These minutes approved by the Manor City Council on the 4th day of September 2019.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Proposed Annual Budget

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the first public hearing on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.

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

PROPOSED Annual Budget

Fiscal Year 2019 - 2020



The budget will raise \$1,653,018 (27.41% approx) more property tax revenues than last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$688,328.83.



Proposed Annual Budget Fiscal Year 2019-20

Original Budget Adopted: _____

Ordinance Number: _____

Amended Budget Adopted: _____

Ordinance Number: _____

FY 2018-19			31-Jul-19			FY 2019-20			FUND BALANCES	
BUDGETED REVENUES	BUDGETED EXPENSES	NET	FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET	BUDGET REVENUES	BUDGET EXPENSES	NET	ESTIMATED 30-Sep-19	PROJECTED 30-Sep-20
GENERAL FUND										
5,481,472	1,058,348	4,423,124	5,837,852	2,898,101	2,939,751	7,441,990	1,127,437	6,314,553		
0	611,388	(611,388)	0	529,970	(529,970)	-	713,777	(713,777)		
868,000	1,768,441	(900,441)	974,733	1,653,048	(678,315)	1,061,408	2,047,738	(986,330)		
1,640,132	699,954	940,178	2,210,791	506,326	1,704,465	1,286,288	778,335	507,953		
40,000	483,004	(443,004)	40,000	371,390	(331,390)	40,000	607,878	(567,878)		
717,100	629,338	87,762	821,912	552,933	268,979	717,100	669,767	47,333		
104,753	3,519,802	(3,415,049)	198,314	3,124,227	(2,925,913)	264,884	3,963,482	(3,698,598)		
-	460,526	(460,526)	-	370,417	(370,417)	-	531,069	(531,069)		
-	-	-	-	-	-	-	173,264	(173,264)		
-	-	-	-	-	-	-	-	-		
8,851,457	9,230,801	(379,344)	10,083,602	10,006,412	77,190	10,811,670	10,612,747	198,923		
GENERAL FUND TOTALS										
UTILITY FUND										
0	399,667	(399,667)	0	355,109	(355,109)	0	517,300	(517,300)		
2,068,146	2,065,257	2,889	1,993,102	1,597,920	395,182	2,089,796	2,091,504	(1,708)		
1,655,025	1,027,947	627,078	1,868,140	938,202	929,938	1,670,000	1,152,655	517,345		
-	-	-	-	-	-	-	-	-		
3,723,171	3,492,871	230,300	3,861,242	2,891,231	970,011	3,759,796	3,761,459	(1,663)		
UTILITY FUND TOTALS										
TOTAL POOLED FUNDS										
12,574,628	12,723,672	(149,044)	13,944,844	12,897,643	1,047,201	14,571,466	14,374,206	197,260	1,021,285	1,218,545
TOTAL DEBT SERVICE										
2,597,376	2,176,104	421,272	2,172,371	2,181,442	(9,071)	2,187,200	2,186,096	1,104	91,186	92,290
RESTRICTED FUNDS										
12,000	40,000	(28,000)	13,877	27,086	(13,209)	10,500	10,000	500	46,674	47,174
8,600	24,620	(16,020)	10,408	342	10,066	10,000	500	9,500	12,518	22,018
284,039	35,000	249,039	426,822	336,352	90,470	284,039	200,000	84,039	46,971	131,010
31,025	9,000	22,025	40,286	31,048	9,238	40,000	30,000	10,000	487,775	497,775
392,006	-	392,006	388,310	4,254	384,056	346,920	-	346,920	734,293	1,081,213
755,977	20,000	735,977	1,287,785	373,382	914,403	755,977	-	755,977	2,208,728	2,964,705
-	-	-	-	-	-	-	-	-	8,450	8,450
17,893,250	-	17,893,250	17,893,250	2,599,289	15,293,961	15,293,961	10,000,000	5,293,961	15,293,961	-
19,376,897	128,620	19,248,277	20,060,738	3,371,753	16,688,984	16,741,397	10,240,500	6,500,897	18,839,371	4,752,346
RESTRICTED FUND TOTALS										
GRAND TOTALS										
34,548,901	15,028,396	19,520,505	36,177,953	18,450,838	17,727,114	33,500,063	26,800,802	6,699,261	19,951,842	26,651,104

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.

The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.



Proposed Annual Budget SUMMARY FOR FISCAL YEAR 2019-20

Original Budget Adopted: _____
Ordinance Number: _____

Amended Budget Adopted: _____
Ordinance Number: _____

FUND	Existing FY 2018-2019 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
GENERAL FUND			
ADMINISTRATION			
REVENUES	5,481,472	7,441,990	1,960,518
EXPENSES	1,058,348	1,127,437	69,089
NET	4,423,124	6,314,553	1,891,429
FINANCE DEPARTMENT			
REVENUES	-	-	-
EXPENSES	611,388	713,777	102,389
NET	(611,388)	(713,777)	(102,389)
STREET DEPARTMENT			
REVENUES	868,000	1,061,408	193,408
EXPENSES	1,768,441	2,047,738	279,297
NET	(900,441)	(986,330)	(85,889)
DEVELOPMENT SERVICES			
REVENUES	1,640,132	1,286,288	(353,844)
EXPENSES	699,954	778,335	78,381
NET	940,178	507,953	(432,225)
PARKS DEPARTMENT			
REVENUES	40,000	40,000	-
EXPENSES	483,004	607,878	(124,874)
NET	523,004	647,878	(124,874)
MUNICIPAL COURT			
REVENUES	717,100	717,100	-
EXPENSES	629,338	669,767	40,429
NET	87,762	47,333	(40,429)
POLICE DEPARTMENT			
REVENUES	104,753	264,884	160,131
EXPENSES	3,519,802	3,963,482	443,680
NET	(3,415,049)	(3,698,598)	(283,549)
IT DEPARTMENT			
REVENUES	-	-	-
EXPENSES	460,526	531,069	70,543
NET	(460,526)	(531,069)	(70,543)
COMMUNITY DEV. DEPARTMENT			
REVENUES	-	-	-
EXPENSES	-	173,264	173,264
NET	-	(173,264)	(173,264)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
GENERAL FUND TOTALS			
REVENUES	8,851,457	10,811,670	1,960,213
EXPENDITURES	9,230,801	10,612,747	1,013,265
NET	(379,344)	198,923	946,948

FUND	Existing FY 2018-2019 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
UTILITY FUND			
PUBLIC WORKS			
REVENUES	-	-	-
EXPENSES	399,667	517,300	117,633
NET	(399,667)	(517,300)	(117,633)
WATER DEPARTMENT			
REVENUES	2,068,146	2,089,796	21,650
EXPENSES	2,065,257	2,091,504	26,247
NET	2,889	(1,708)	(4,597)
WASTEWATER DEPARTMENT			
REVENUES	1,655,025	1,670,000	14,975
EXPENSES	1,027,947	1,152,655	124,708
NET	627,078	517,345	(109,733)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
UTILITY FUND TOTALS			
REVENUES	3,723,171	3,759,796	36,625
EXPENDITURES	3,492,871	3,761,459	268,588
NET	230,300	(1,663)	(231,963)

DEBT SERVICE TOTALS			
REVENUES	2,597,376	2,187,200	(410,176)
EXPENDITURES	2,176,104	2,186,096	9,992
NET	421,272	1,104	(420,168)

MUNICIPAL BUDGET TOTALS (exclusive of debt service)			
REVENUES	12,574,628	14,571,466	1,996,838
EXPENDITURES	12,723,672	14,374,206	1,281,853
NET	(149,044)	197,260	714,985



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Tax Rate Roll

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the first public hearing on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

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

A. 2019 PROPERTY VALUES:	CERTIFIED VALUE.....	\$	839,879,911
	PROTESTED VALUE.....	\$	103,892,374
	UNLISTED VALUE.....	\$	0
	2019 TOTAL TAXABLE VALUE.....	\$	943,772,285
B. 2018 TOTAL TAXABLE VALUE.....		\$	810,462,787
C. 2018 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
D. 2018 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	100,000
E. 2018 DEANNEXED TAX VALUE.....		\$	0
F. 2018 TAXABLE VALUE BECOMING EXEMPT IN 2019.....		\$	5,666,834
G. 2018 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
H. 2019 TAXABLE VALUE POLLUTION CONTROL EXEMPTION		\$	0
I. 2019 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
J. 2019 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2018.....		\$	0
K. 2019 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2018.....		\$	85,407,350
L. 2018 TAX RATES.....	M & O.....	\$	0.4807 /\$100
	I & S.....	\$	0.2715 /\$100
	TOTAL TAX RATE.....	\$	0.7522 /\$100
M. M&O YEAR END FUND BALANCE.....		\$	0
N. I&S YEAR END FUND BALANCE.....		\$	0
O. 2019 TOTAL DEBT SERVICE NEEDED.....		\$	2,186,096.00
	AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
	AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
	ADJUSTED 2019 DEBT SERVICE.....	\$	2,186,096.00
P. 2018 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
Q. CERTIFIED 2019 ANTICIPATED COLLECTION RATE.....		%	100.00%
R. FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
S. REFUNDS FOR TAX YEARS PRIOR TO 2018.....		\$	143,781.57
	M&O PORTION.....	\$	91,884.87
T. TCEQ CERTIFIED POLLUTION CONTROL EXPENSES.....		\$	0
U. 2018 TAXES IN TAX INCREMENT FINANCING (TIF).....		\$	0
V. TIF CAPTURED APPRAISED VALUE.....		\$	0
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES.....		\$	0
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE		\$	0

Effective Tax Rate **0.7220**

Effective M & O Tax Rate 0.4614

Rollback M & O Tax Rate 0.4983

Debt Rate **0.2316**

Schedule A Funds Needed for Above Debt Rate 319.39

Debt Rate Reduction Using Above Schedule A Funds 0.0000

Roll Back Rate: **0.7299**

Hearing Limit Rate* **0.7220**

*Lower of Rollback Rate or Effective Rate

Statement of Increase/Decrease: **INCREASE** by 573,201

Maximum Small Taxing Unit Rate = 0.0529

**NOTICE OF EFFECTIVE TAX RATE,
ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SERVICE**

I, Bruce Elfant, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2019 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

LAST YEAR'S TAX RATE:

Last year's operating taxes.....	\$	3,895,894.62
+ Last year's debt taxes.....	\$	2,200,406.47
= Last year's total taxes.....	\$	6,096,301.08
/ Last year's tax base.....	\$	810,462,787
= Last year's total tax rate.....	\$	0.7522 /\$100

THIS YEAR'S EFFECTIVE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property)....	\$	6,198,208.93
/ This year's adjusted tax base (after subtracting value of new property)	\$	858,364,935
= This year's effective tax rate.....	\$	0.7220 /\$100
(Maximum rate unless unit publishes notices and holds hearings.)		

THIS YEAR'S ROLLBACK TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....		
	\$	3,961,019.72
/ This year's adjusted tax base.....	\$	858,364,935
= This year's effective operating rate.....	\$	0.4614 /\$100
x 1.08 = This year's maximum operating rate.....	\$	0.4983 /\$100
+ This year's debt rate.....	\$	0.2316 /\$100
= This year's rollback rate.....	\$	0.7299 /\$100

Statement of Increase/Decrease

If City of Manor		
adopts a 2019 tax rate equal to the effective tax rate of.....	\$	0.7220
per \$100 of value, taxes would.....	INCREASE	
compared to 2018 taxes by.....	\$	573,201

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Maintenance & Operations	\$	0
Interest & Sinking (Debt)	\$	0
Total	\$	0

Schedule B, 2019 Debt Service, Parts 1 and 2, are attached

Bruce Elfant
Travis County Tax Assessor-Collector

Prepared By: _____
Christina Cerda

Schedule B, 2019 Debt Service, Part 2

August 20, 2019

Total Required for 2019 Debt Service.....	\$	2,186,096.00
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2019.....	\$	2,186,096.00
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2019.....	\$	0.00
= Total Debt Levy.....	\$	2,186,096.00

Schedule B, 2019 Debt Services, Part 1

August 20, 2019

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
2010 GO Bond	70,000.00	20,389.00	300.00	90,689.00
2012 GO Bond	290,000.00	42,202.50	150.00	332,352.50
2012 CO Bond	120,000.00	26,518.50	0.00	146,518.50
2015 GO Bond	420,000.00	87,020.00	0.00	507,020.00
2016 CO Bond	745,000.00	363,881.00	635.00	1,109,516.00
TOTALS	1,645,000.00	540,011.00	1,085.00	2,186,096.00

**AGENDA ITEM SUMMARY FORM****PROPOSED MEETING DATE:** September 4, 2019**PREPARED BY:** Tracey Vasquez, HR Coordinator**DEPARTMENT:** Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a resolution authorizing representation in IRS matter and delegating authority to execute Form 2848 IRS Power of Attorney to TML MultiState Intergovernmental Employee Benefits Pool.

BACKGROUND/SUMMARY:

TML IEBP was required to file forms 1094-B, 1095-B, with the IRS regarding health insurance coverage provided to Pool group employees. Form 1094-B reports summary information for the issuer/carrier and transmits the Forms 1095-B to the IRS. TML IEBP has timely filed "B" Forms as an "issuer" of coverage each year since 2015, and provided copies to all Pool groups' employees. As with the "B" Forms, a separate 1095-C is filed for each Pool ALE Member employee with the IRS, and a copy is provided to the employee. Form 1094-C reports summary information for the ALE and transmits the Forms 1095-C to the IRS. TML IEBP filed "C" Forms for 2015 for all Pool ALE Members it identified as an ALE based on the number of employees enrolled in the benefit plan. However, due to an administrative error, TML IEBP did not file the forms for tax years 2016 or 2017 until the fall of 2018.

Several Pool ALE groups received IRS notices in August 2018 stating that the group was required to file the "C" Forms for 2016. TML filed "C" Forms for each Pool ALE group for 2016 on October 29, 2018, and for tax year 2017 on November 13, 2018. ALE groups have started receiving letters proposing to issue a penalty for failure to timely file "C" Forms for tax year 2017.

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

Resolution No. 2019-09

Form 2848 Power of Attorney

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2019-09 authorizing representation in IRS matter and delegating authority to execute Form 2848 IRS Power of Attorney to TML MultiState Intergovernmental Employee Benefits Pool; and authorize for the City Manager to execute Form 2848.

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

RESOLUTION NO. 2019-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR,
TEXAS, AUTHORIZING REPRESENTATION IN IRS MATTER AND
DELEGATING AUTHORITY TO EXECUTE FORM 2848 IRS POWER OF
ATTORNEY.**

Whereas, the TML MultiState Intergovernmental Employee Benefits Pool (the “Pool”) may have failed to timely file IRS Forms 1094-C and 1095-C (the “Tax Forms”) for the 2016 and 2017 federal tax years on behalf of the City of Manor, related to the City of Manor provision of minimum essential health coverage to its employees; and

Whereas, the Pool has agreed to resolve any proposed imposition of penalties and fines by the IRS for the late filing of the Tax Forms (the “Penalties”) on behalf of all affected members of the Pool, including the City of Manor and

Whereas, the Pool has engaged the law firm of Mitchell, Williams, Selig, Gates & Woodyard, PLLC (“Mitchell Williams”) to represent the Pool and its members before the IRS with respect to any such Penalties, and the Pool shall be solely responsible for all communication with and payment of Mitchell Williams with regard to such matter; and

Whereas, in order for Mitchell Williams and its attorneys to communicate with the IRS regarding any Penalties proposed to be assessed against the City of Manor, an authorized official of the City of Manor must execute a Form 2848 IRS Power of Attorney authorizing the attorneys to represent City of Manor before the IRS; and

Whereas, the City of Manor finds it necessary and proper to authorize the City Manager to execute a Form 2848 on behalf of the City of Manor for such purpose;

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

Section 1. The City of Manor is hereby authorized to engage Mitchell Williams to represent before the IRS with respect to resolving the proposed IRS Penalties that have been or may in the future be asserted against the City of Manor.

Section 2. The City Manager is hereby authorized to execute a Form 2848 IRS Power of Attorney, in the form attached hereto as Exhibit A, for the purpose of granting the attorneys listed there in the authority to represent the City of Manor before the IRS solely with respect any such proposed Penalties for tax years 2016 and 2017.

PASSED AND ADOPTED this 4th day of September 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



August 14, 2019

Via tvasquez@cityofmanor.org

ATTN: Ms. Tracey Vasquez
City of Manor
tvasquez@cityofmanor.org

RE: Update on Status of TML Health's Review of IRS Notices of Penalty Proposed for 2017 Information Returns

Dear Ms. Vasquez:

This letter is to provide another update on the status of our efforts to resolve the proposed IRS penalty notices arising from an administrative error in filing the 1095-C forms on your behalf. The TML Health Board of Trustees conducted a special meeting on Saturday, August 10, 2019. The Trustees voted to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members (or ASO Members) of IRS Form 1095-C for the 2017 federal tax year and 2016 tax year, if applicable. These actions demonstrate our commitment to you to resolve this matter and to relative penalties on your behalf, if in fact a penalty is assessed. I have enclosed a copy of the approved resolutions for your records.

This means that TML Health will be working with tax attorneys at the law firm Mitchell, Williams, Selig, Gates & Woodward, P.L.L.C. (Mitchell Williams) to communicate with the IRS on your behalf to resolve the proposed IRS penalty notices relating to the late filing of the 2017 IRS Form 1095-C.

In order to facilitate a unified and timely resolution for all affected IEBP Member groups, your prompt support in this matter is very important. We believe that the unified approach will provide the best opportunity for the most favorable results for all affected Member organizations.

Enclosed is an IRS Power of Attorney (Form 2848) giving our attorneys the ability to communicate directly with the IRS about the matter on behalf of your group. We ask that you complete the enclosed Power of Attorney form even if you have not yet received a penalty notice from the IRS. Although we will only respond to the IRS on behalf of the Member groups that have received penalty notices, we want to have a Power of Attorney on file from each Member group so that we can assist immediately when and if you do receive a notice.

In section 1 of the enclosed Power of Attorney Form, please type or write in your organization's name address, taxpayer identification number (EIN), and telephone number. On page 2, section 7, please have an authorized official within your organization sign and date the form, and either write or type in the signor's title, printed name and the name of your organization. Once the Power of Attorney form has been signed, please email or fax the signed form back to me.

Follow us:
@TMLHealth



1821 Rutherford Lane, Suite 300
Austin, Texas 78754-5151
(512) 719-6500 • (800) 282-5385

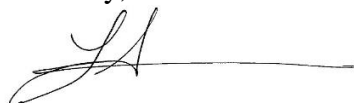
For more information, visit us at
tmlhealthbenefits.org

Please note that this Power of Attorney is limited only to discussing the penalties proposed for late filing of Forms 1094-C and 1095-C for tax years 2016 and 2017. It does not override or revoke any other IRS Power of Attorney you may have on file for any other matters. Further, your group will have the ability to approve any resolution or settlement negotiated with the IRS on your behalf.

I also understand that you may need to seek approval from your group's governing body in order to designate an authorized official within your organization to execute the enclosed Power of Attorney. With that in mind, I have enclosed a model memo explaining the issue and purpose of the resolution, and a model resolution to be adopted for this purpose.

The deadline to respond to the IRS for many Member groups is **September 12, 2019**, so your prompt attention to this matter is very important. If you receive any correspondence from the IRS concerning the 1095-C forms in the coming days, please send my office a copy via email to General.Counsel@tmlhb.org. For questions about the enclosed Form or the penalty matter in general, please feel free to contact my office at (512) 719-8349.

Sincerely,



Leah Simon
General Counsel

Enclosures: TML Health Board Resolutions 19-05, 19-06 and 19-07;
Power of Attorney Form (IRS Form 2848);
Model Memo for Consideration of Resolution Agenda Item
Model Resolution Authorizing Power of Attorney

**TML MULTISTATE
INTERGOVERNMENTAL
EMPLOYEE BENEFITS POOL
BOARD OF TRUSTEES
RESOLUTION NO. 19-05**

RESOLUTION NO. 19-05

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TML
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL
RELATING TO IRS COMPLIANCE MATTERS**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool ("Pool") is a political subdivision of the State of Texas with all the powers and duties set out in Chapter 172 of the Texas Local Government Code, Chapter 791 of the Government Code, the Texas Trust Act, and its own Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool ("Trust Agreement");

WHEREAS, the Board of Trustees of the Pool (the "Board") must carry out all of the duties required under the Trust Agreement to accomplish the purpose of the Pool solely in the interest of the officials, employees and retirees of Employer Members, and the dependents of such individuals, and for the exclusive purpose of providing benefits, as well as related services, and performing operations in furtherance thereof, to such persons, and defraying reasonable expenses of administering the Pool; and

WHEREAS, the Board finds that it is necessary and proper to the furtherance and accomplishment of the primary purpose and objectives of the TML MultiState Intergovernmental Employee Benefits Pool, as defined in the Trust Agreement (the "Primary Purpose") to ensure that the Pool is compliant with all Internal Revenue Service (IRS) requirements relating to the administration and providing of benefit services to Employer Members and Non-Risk Employer Members.

NOW, THEREFORE, it is hereby:

RESOLVED,

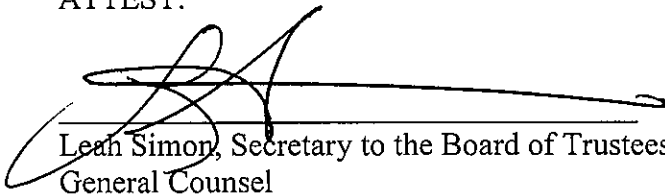
1. That the Board of Trustees finds and determines that it accomplishes the Primary Purpose of the Pool to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.
2. That the Board of Trustees will resolve on behalf of the affected Employer Members and Non-Risk Employer Members the proposed imposition of penalties for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

Dated: August 10, 2019



Eddie Edwards, Chairman
Board of Trustees
TML MultiState Intergovernmental
Employee Benefits Pool

ATTEST:



Leah Simon, Secretary to the Board of Trustees
General Counsel
TML MultiState Intergovernmental
Employee Benefits Pool

**TML MULTISTATE
INTERGOVERNMENTAL
EMPLOYEE BENEFITS POOL
BOARD OF TRUSTEES
RESOLUTION NO. 19-06**

RESOLUTION NO. 19-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TML
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL
DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR THE
POWER TO NEGOTIATE AND ENGAGE IN SETTLEMENT
DISCUSSIONS WITH THE INTERNAL REVENUE SERVICE**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool ("Pool") is a political subdivision of the State of Texas with all the powers and duties set out in Chapter 172 of the Texas Local Government Code, Chapter 791 of the Government Code, the Texas Trust Act, and its own Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool ("Trust Agreement");

WHEREAS, the Board of Trustees of the Pool (the "Board") must carry out all of the duties required under the Trust Agreement to accomplish the purpose of the Pool solely in the interest of the officials, employees and retirees of Employer Members, and the dependents of such individuals, and for the exclusive purpose of providing benefits, as well as related services, and performing operations in furtherance thereof, to such persons, and defraying reasonable expenses of administering the Pool; and;

WHEREAS, the Executive Director is the chief executive and administrative officer of the Pool and is charged with the responsibility of overseeing the day-to-day operations of the Pool, implementing and administering the decisions of the Board, supervising the staff of the Pool, and fulfilling any other obligations devolving to the Executive Director by resolution of the Board or as imposed by the Trust Agreement; and

WHEREAS, the Board finds that it is necessary and proper to the furtherance and accomplishment of the primary purpose and objectives of the TML MultiState Intergovernmental Employee Benefits Pool, as defined in the Trust Agreement (the "Primary Purpose") to delegate to the Executive Director the power to negotiate and engage in settlement discussions with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

NOW, THEREFORE, it is hereby:

RESOLVED,

1. That the Board of Trustees finds and determines that it accomplishes the Primary Purpose of the Pool to delegate to the Executive Director the power to negotiate and engage in settlement discussions with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf

of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

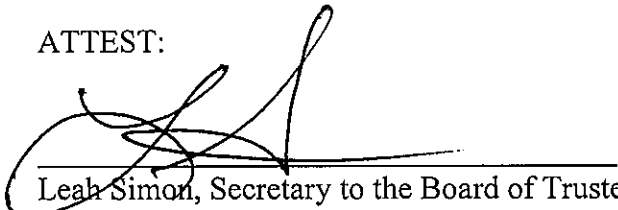
2. That the Board of Trustees delegates to the Executive Director the power to negotiate and engage in settlement discussions with the IRS relating to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

Dated: August 10, 2019



Eddie Edwards, Chairman
Board of Trustees
TML MultiState Intergovernmental
Employee Benefits Pool

ATTEST:



Leah Simon, Secretary to the Board of Trustees
General Counsel
TML MultiState Intergovernmental
Employee Benefits Pool

**TML MULTISTATE
INTERGOVERNMENTAL
EMPLOYEE BENEFITS POOL
BOARD OF TRUSTEES
RESOLUTION NO. 19-07**

RESOLUTION NO. 19-07

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TML
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL
DELEGATING AUTHORITY TO THE EXECUTIVE COMMITTEE THE
POWER TO APPROVE SETTLEMENT DISPOSITIONS OF ACCOUNTS
WITH THE INTERNAL REVENUE SERVICE**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool ("Pool") is a political subdivision of the State of Texas with all the powers and duties set out in Chapter 172 of the Texas Local Government Code, Chapter 791 of the Government Code, the Texas Trust Act, and its own Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool ("Trust Agreement");

WHEREAS, the Board of Trustees of the Pool (the "Board") must carry out all of the duties required under the Trust Agreement to accomplish the purpose of the Pool solely in the interest of the officials, employees and retirees of Employer Members, and the dependents of such individuals, and for the exclusive purpose of providing benefits, as well as related services, and performing operations in furtherance thereof, to such persons, and defraying reasonable expenses of administering the Pool; and;

WHEREAS, the Executive Committee by authority granted under the Trust Agreement studies and recommends to the full Board all matters referred to it by the Board when the Board is not in session, and has such other authority as is delegated to it by the Board; and

WHEREAS, the Board finds that it is necessary and proper to the furtherance and accomplishment of the primary purpose and objectives of the TML MultiState Intergovernmental Employee Benefits Pool, as defined in the Trust Agreement (the "Primary Purpose") to delegate to the Executive Committee the power to approve settlement dispositions of accounts with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

NOW, THEREFORE, it is hereby:

RESOLVED,

1. That the Board of Trustees finds and determines that it accomplishes the Primary Purpose of the Pool to delegate to the Executive Committee the power to approve settlement dispositions of accounts with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

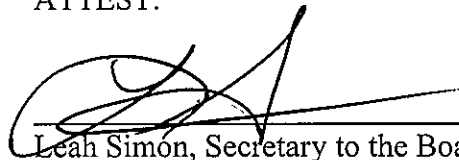
2. That the Board of Trustees delegates to the Executive Committee the power to approve settlement dispositions of accounts with the IRS relating to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

Dated: August 10, 2019



Eddie Edwards, Chairman
Board of Trustees
TML MultiState Intergovernmental
Employee Benefits Pool

ATTEST:



Leah Simon, Secretary to the Board of Trustees
General Counsel
TML MultiState Intergovernmental
Employee Benefits Pool

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.

List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **►**

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.

► IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

Signature

Date

Title (if applicable)

Print Name

Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a** Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b** Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
 - c** Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
 - d** Officer—a bona fide officer of the taxpayer organization.
 - e** Full-Time Employee—a full-time employee of the taxpayer.
 - f** Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g** Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h** Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
 - k** Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
 - r** Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

► IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
a	AR	2010247		
a	AR	2007271		

MODEL Memorandum for Agenda Item to Approve Resolution



M E M O R A N D U M

DATE: _____, 2019

TO: [Organization's Governing Body]

RE: Purpose of Resolution Authorizing Representation in IRS Matter and Delegating Authority to Execute Form 2848 IRS Power of Attorney

This memo explains the purpose of the resolution authorizing representation in the IRS matter concerning notice of proposed penalties for the late filing of IRS Forms 1094-C and 1095-C for the 2016 and 2017 federal tax years.

Background:

In summary, TML IEBP was required to file forms 1094-B, 1095-B, with the IRS regarding health insurance coverage provided to Pool group employees. Forms 1094-B and 1095-B (the "B" Forms) are required to be filed by health insurance issuers and carriers to report information to the IRS and employees regarding provision of minimum essential coverage under the Affordable Care Act. A separate 1095-B is filed for each employee with the IRS, and a copy is provided to the employee. Form 1094-B reports summary information for the issuer/carrier and transmits the Forms 1095-B to the IRS. TML IEBP has timely filed "B" Forms as an "issuer" of coverage each year since 2015, and provided copies to all Pool groups' employees.

Forms 1094-C and 1095-C (the "C" Forms) are required to be filed by employers with more than 50 full-time employees (Applicable Large Employers, or ALEs) to report information to the IRS about the ALE's offer of health coverage to its employees. As with the "B" Forms, a separate 1095-C is filed for each Pool ALE Member employee with the IRS, and a copy is provided to the employee. Form 1094-C reports summary information for the ALE and transmits the Forms 1095-C to the IRS. The "C" Forms are used to determine if the employer is required to make the employer shared responsibility payment under § 4980H of A.C.A., and the eligibility of employees for a "premium tax credit." TML IEBP filed "C" Forms for 2015 for all Pool ALE Members it identified as an ALE based on the number of employees enrolled in the benefit plan. However, due to an administrative error, TML IEBP did not file the forms for tax years 2016 or 2017 until the fall of 2018.

IRS Notices

Several Pool ALE groups received IRS notices in August 2018 stating that the group was required to file the "C" Forms for 2016. TML filed "C" Forms for each Pool ALE group for 2016 on October 29, 2018, and for tax year 2017 on November 13, 2018. ALE groups have started receiving letters proposing to issue a penalty for failure to timely file the "C" Forms for tax year 2017. No letters proposing penalties have been received to date for tax year 2016.

Follow us:
@TMLHealth



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Austin, Texas 78754-5151
(512) 719-6500 • (800) 282-5385

For more information, visit us at
tmlhealthbenefits.org

MODEL Memorandum for Agenda Item to Approve Resolution

Action Needed from the Governing Body:

TML MultiState IEBP (the “Pool”) may have failed to timely file IRS Forms 1094-C and 1095-C (the “Tax Forms”) for the 2016 and 2017 federal tax years on behalf of [organization], related to [organization’s] provision of minimum essential health coverage to its employees. The Board of Trustees of the Pool have agreed to resolve any proposed imposition of penalties and fines by the IRS for the late filing of the Tax Forms (the “Penalties”) on behalf of all affected members of the Pool, including [organization]. The Pool has engaged the law firm of Mitchell, Williams, Selig, Gates & Woodyard, PLLC (“Mitchell Williams”) to represent the Pool and its members before the IRS with respect to any such Penalties, and the Pool shall be solely responsible for all communication with and payment of Mitchell Williams with regard to such matter. In order for Mitchell Williams and its attorneys to communicate with the IRS regarding any Penalties proposed to be assessed against [organization], an authorized official of [organization] must execute a Form 2848 IRS Power of Attorney authorizing the attorneys to represent [organization] before the IRS.

The proposed resolution authorizes [your organization] to:

1. engage Mitchell Williams to represent [organization] before the IRS with respect to resolving the proposed IRS Penalties that have been or may in the future be asserted against [organization]; and
2. delegate an authorized [organization official] to execute a Form 2848 IRS Power of Attorney for the purpose of granting the attorneys listed therein the authority to represent [organization] before the IRS solely with respect any such proposed Penalties for tax years 2016 and 2017.

MODEL RESOLUTION

RESOLUTION NO. _____

**RESOLUTION OF THE [GOVERNING BODY] OF [ORGANIZATION]
AUTHORIZING REPRESENTATION IN IRS MATTER AND
DELEGATING AUTHORITY TO EXECUTE FORM 2848 IRS POWER OF
ATTORNEY**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool (the “Pool”) may have failed to timely file IRS Forms 1094-C and 1095-C (the “Tax Forms”) for the 2016 and 2017 federal tax years on behalf of [organization], related to [organization’s] provision of minimum essential health coverage to its employees; and

WHEREAS, the Pool has agreed to resolve any proposed imposition of penalties and fines by the IRS for the late filing of the Tax Forms (the “Penalties”) on behalf of all affected members of the Pool, including [organization]; and

WHEREAS, the Pool has engaged the law firm of Mitchell, Williams, Selig, Gates & Woodyard, PLLC (“Mitchell Williams”) to represent the Pool and its members before the IRS with respect to any such Penalties, and the Pool shall be solely responsible for all communication with and payment of Mitchell Williams with regard to such matter; and

WHEREAS, in order for Mitchell Williams and its attorneys to communicate with the IRS regarding any Penalties proposed to be assessed against [organization], an authorized official of [organization] must execute a Form 2848 IRS Power of Attorney authorizing the attorneys to represent [organization] before the IRS; and

WHEREAS, [governing body] finds it necessary and proper to authorize [organization official] to execute a Form 2848 on behalf of [organization] for such purpose;

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. [Organization] is hereby authorized to engage Mitchell Williams to represent [organization] before the IRS with respect to resolving the proposed IRS Penalties that have been or may in the future be asserted against [organization].

2. [organization official] is hereby authorized to execute a Form 2848 IRS Power of Attorney, in the form attached hereto as Exhibit A, for the purpose of granting the attorneys listed therein the authority to represent [organization] before the IRS solely with respect any such proposed Penalties for tax years 2016 and 2017.

PASSED AND APPROVED this ____ day of _____, 2019

ATTEST:

APPROVED:

Secretary or Clerk

Mayor or Board Chair



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Tracey Vasquez, HR Coordinator

DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

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

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 changes which reflect earlier policy provisions and some modification to current provisions. (Highlights will be additions and red lines will be deletions.)

1) Travel

PRESENTATION: ☐ YES ☒ NO

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

Travel Policy Section

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 regarding Travel.

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

TRAVEL

The City shall pay actual necessary transportation and living expenses for an employee or City official traveling on City business. It is the City's policy to pay for, or reimburse, all **reasonable and necessary** expenses incurred by an employee when the employee travels on City-related business in accordance with this policy.

Transportation - The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. **Departmental employees with access to City vehicles and gas cards are required to utilize them for all City travel when cost-efficient.** When authorized, an employee using a personal vehicle on City business shall be paid an amount per mile; equivalent to the current rate paid by the State to its employees, or shall be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. The cost for mileage will be determined based on the distance from the employee's home or office whichever is closer to the travel destination. The employee shall submit a map demonstrating travel distance in order to receive the reimbursement for mileage. In the instances of approved private vehicle use, reimbursement will also be made for tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the City Manager.

When employees travel on the same dates with the same itinerary, they must coordinate travel. When four or fewer employees travel on the same itinerary, only one may be reimbursed for mileage. When more than four employees travel on the same itinerary, only one out of every four may be reimbursed for mileage, unless authorized in writing by the City Manager.

Expenses for mileage shall be pre-paid for overnight training only.

Travel Approval – All travel must be approved in advance by the employee's Department Director (or designee) by filling out a Travel Request Form, unless otherwise stated in this policy.

Lodging - Lodging is allowed only for multi-day events where the **training and** travel status would exceed twelve (12) hours.

Expenses for lodging are to be at the single room rate, unless an employee is approved in advance for double occupancy. Extra charges for room service will not be paid by the City. An itemized hotel receipt must be provided including an itemization for any room service charges to be paid/ reimbursed by the City.

Meal Allowance - Expenses for meals shall be pre-paid for overnight training only. If the meal is included in a conference registration fee or replaced by a legitimate business meal, it is to be deducted from the daily meal rate.

All other meal allowances will be reimbursed at actual cost with supported detailed receipts. A detailed receipt (a credit card receipt listing the total amount due is not considered a detailed receipt) must accompany the request for reimbursement form. Reimbursement shall not exceed \$10 for breakfast, \$15 for lunch, and \$30 for dinner, the base rate per Section 301-11.18 of the Federal Travel Regulation. If your seminar or training event includes the provision for a meal, the appropriate deduction will be made from your per diem or allowable reimbursement.

Meals eligible for reimbursement include:

- If you depart City of Manor before 7:00 a.m. and return after 9:00 a.m., breakfast is allowed.
- If you depart City of Manor before 11:00 a.m. and return after 1:00 p.m., lunch is allowed.
- If you depart City of Manor before 5:00 p.m. and return after 7:00 p.m., dinner is allowed.

The City of Manor will reimburse in accordance with this policy for meals that are associated with business travel.

The City will not pay for meals for individuals who are not employed by the City of Manor except with the written approval of the City Manager stating the business purpose of the meal. If an exception is granted, an itemized meal receipt with attendee names must be attached to the Employee Expense Report.

The City will pay for meals at scheduled seminars, training sessions, and other meetings, but will not reimburse for meals elsewhere if the meal cost was included in the conference fee. Social, recreational, or optional conference functions that are separately ticketed events, not included in the base conference registration fee, are not subject to reimbursement or payment by the City.

Meal related tips are included in the reimbursement rate total. The City will not pay for gratuity in excess of 20%.

Non-Allowable Expenses - Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies;
- Dry cleaning and laundry;

- Health club and spas;
- Expenses of a spouse or any person not on City business;
- Alcoholic beverages;
- Personal long-distance telephone calls;
- Excess baggage charge for personal belongings;
- Entertainment costs, expenses or fees; and
- Other items of a personal nature.

Request for Reimbursement and Return of Unexpended Funds - Upon return to the City, the employee may submit a reimbursement for parking and other authorized charges. A detailed receipt must accompany the request for reimbursement. Any receipts for charges applied to the city credit card must be detailed and submitted to the Director.

The employee is required to reimburse any allowance received for a meal which was provided by the seminar or training event. If a City P-Card is used to pay for meals, the employee shall reimburse any amount charged in excess of the allowable amount for that meal.

Travel to Training - The current mileage reimbursement will be paid to employees who must use their personal vehicles to travel to a training destination further than their designated work location or other City locations and/or facilities unless the employee receives a vehicle allowance. Reimbursement will be made only for the difference in miles from the normal work location to the further training location.

Expenses Not Covered in Policy - The City Manager's approval must be obtained prior to any expenditure of funds for items or changes which are not specifically addressed in the travel policy.

Compliance - Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.

Vehicle Allowance – At the discretion of the City Manager, certain employees may be eligible to receive a monthly vehicle allowance in lieu of receiving actual mileage reimbursement. The monthly vehicle allowance is intended to cover expenses of driving a vehicle on City business in the Manor/Austin area.

FLSA "Hours Worked"— For purposes of computing the total number of hours worked by an employee during a single work week:

- Time spent commuting to and from work are not "hours worked."
- Any time spent traveling during the employee's normal work day is "hours worked."
- When an employee is requested to travel from his or her normal workplace during a

single business day, all of the time spent in travel and work on that day is counted as “hours worked” except for the lunch hour (unless work is actually performed at that time) and time spent in commuting to and from the normal workplace if the employee is required to begin and/or end the day trip at the normal workplace.

- When an employee makes an overnight trip for the City, time spent traveling to and from the airport or other means of public transportation as well as time spent as a passenger in traveling on an airplane, train, boat, bus, or automobile will not count as “hours worked” unless the time spent is during the employee’s normal work day.
- If an overnight trip requires the employee to travel on a Saturday or Sunday, hours spent in travel during what would be the employee’s normal working hours will be considered “hours worked.” For example, if an employee normally works from 8:00 a.m. to 5:00 p.m. Monday through Friday and is required to travel during those hours on a Saturday or Sunday in order to go to or return from an overnight trip for the City, travel time during those hours will be counted as “hours worked” on the Saturday or Sunday.
- If an employee requests to be able to drive a personal vehicle instead of taking public transportation when requested to travel away from home, the City will count as “hours worked” the same amount of time that would have been counted as “hours worked” if the employee had taken the public transportation.
- If an employee makes an overnight trip to a destination for which there is no public transportation available, time spent driving to and from the destination that is outside of the employee’s normal workday will be counted as “hours worked.” Time spent traveling as a **passenger** in a personal automobile is not counted as “hours worked” unless the hours are within the normal workday.

All aspects of the travel policy will adhere to the guidelines in the purchasing policy.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion and possible action on an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). Applicant: Kimley-Horn & Assoc. Owner: Las Entradas Development Corporation

BACKGROUND/SUMMARY:

This rezoning is for the portion of Las Entradas north of 290. They are seeking to expand Light Commercial (C-1) acreage, add Multi-Family (R-3) and diminish single family (R-2). There are ongoing PID negotiations that the city council and staff are engaged in with the developer and as part of that discussion land use and proposed commercial square footages are being discussed. After discussions with City Council and staff the developer is revising their land use plan to add additional Light Commercial to Las Entradas north and Neighborhood Business to Las Entradas South (future requests). Planning Commission voted 5-0 to approve. The Public Hearing and first reading was conducted and approved at the August 21, 2019, Regular Council Meeting.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 549

Letter of Intent

Rezoning Map

Notice Letter

Mailing Labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of Ordinance No. 549 rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1) with the condition to cap affordable housing to 25% of dwelling units.

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

ORDINANCE NO. 549

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY (R-2) AND LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY (R-3) AND LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family (R-2) and Light Commercial (C-1) to zoning district Multi-Family (R-3) and Light Commercial (C-1) with the condition that no more than twenty-five percent of the total dwelling units shall be built or designed for use as affordable housing. The Property is accordingly hereby rezoned to Multi-Family (R-3) and Light Commercial (C-1) with the condition set forth herein.

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

PASSED AND APPROVED FIRST READING on this the 21st day of August 2019.

PASSED AND APPROVED SECOND AND FINAL READING on this the 4th day of September 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz TRMC, City Secretary

EXHIBIT “A”

Property Address:
Las Entradas North

Property Legal Description:
(Following Pages)

**A METES AND BOUNDS
DESCRIPTION OF A
12.600 ACRE TRACT OF LAND**

BEING a 12.600 acre (548,856 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

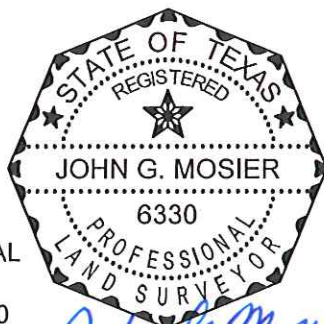
COMMENCING at a 1/2 inch iron rod with plastic cap stamped "Capital Surveying Co. Inc." found on the southwesterly right-of-way line of Hill Lane (55 foot wide) marking the northern-most corner of that certain 49.657 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2006119671 of the Official Public Records of Travis County;

THENCE, North 63°12'35" West, 124.59 feet along the southwesterly right-of-way line of said Hill Lane to a 1/2 inch iron rod with plastic cap stamped "KHA" set marking the **POINT OF BEGINNING** of the herein described tract;

THENCE, crossing into the said 104.825 acre tract the following six (6) courses and distances:

1. South 35°38'14" West, 223.35 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner;
2. South 14°21'46" East, 399.77 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner on the northwesterly right-of-way line of Genome Drive (60 foot wide);
3. in a southwesterly direction along the said northwesterly right-of-way line of Genome Drive, along a non-tangent curve to the left, a central angle of 5°12'09", a radius of 500.00 feet, a chord bearing and distance of South 76°43'41" West, 45.38 feet, and a total arc length of 45.40 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set at a point of tangency;
4. South 74°07'37" West along the said northwesterly right-of-way line of Genome Drive at a distance of 271.92 passing the terminus of the said northwesterly right-of-way line; continuing for a total distance of 582.83 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner;
5. North 14°21'46" West, 708.33 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner;
6. North 35°38'14" East, 417.51 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner on the southwesterly right-of-way line of aforesaid Hill Lane;

THENCE, South 63°12'35" East, 636.51 feet along said right-of-way line of Hill Lane to the **POINT OF BEGINNING** and containing 12.600 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

**EXHIBIT OF
12.600 ACRES
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS**

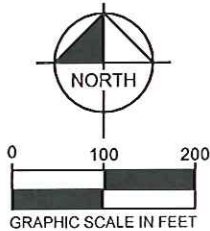
Kimley»Horn

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FIRM # 10193973

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	CAD	JGM	April 15, 2019	06924741	1 OF 2



24.8354 ACRES
MANOR
INDEPENDENT
SCHOOL DISTRICT
VOL.12597, PG.1543
OPRTC

21.5801 ACRES
MANOR INDEPENDENT
SCHOOL DISTRICT
VOL.12597, PG.1548
OPRTC

12.600 ACRES
548,856 SQ. FT.

$\Delta=5^{\circ}12'09''$
 $R=500.00'$
 $L=45.40'$
 $CB=S76^{\circ}43'41''W$
 $C=45.38'$

104.825 ACRES
LAS ENTRADAS
DEVELOPMENT
CORPORATION
DOC# 2007002485
OPRTC

P.O.B.
IRSC

P.O.C.
IRFC
"CAPITAL
SURVEYING"

GENOME DRIVE

TILGANG PASS

GG MANOR ROAD
2013102647 OPRTC



EXHIBIT OF
12.600 ACRES
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS

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John G. Mosier
4-15-2019

Kimley»Horn

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FIRM # 10193973

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Scale
1" = 200'

Drawn by
CAD

Checked by
JGM

Date
April 15, 2019

Project No.
06924741

Sheet No.
2 OF 2

**A METES AND BOUNDS
DESCRIPTION OF A
9.858 ACRE TRACT OF LAND**

BEING a 9.858 acre (429,398 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of a called 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron pipe found on the southwesterly right-of-way line of Hill Lane (55 foot wide) marking the northwestern-most corner of said 104.825 acre tract, same being the northeastern-most corner of a called 275.66 acre Tract 3 described in instrument to Butler Family Partnership, Ltd. in Volume 12271, Page 872 of the Official Public Records of Travis County;

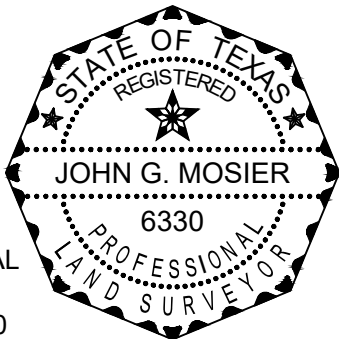
THENCE, South 27°28'12" West, 401.92 feet departing the southwesterly right-of-way line of said Hill Lane and along southeasterly line of said Tract 3 to the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the southeasterly line of said Tract 3 and crossing said 104.825 acre tract, the following four (4) courses and distances:

1. South 62°27'43" East, 816.62 feet to a point for corner;
2. South 14°21'46" East, 268.19 feet to a point for corner;
3. South 74°07'39" West, 433.14 feet to a point for corner;
4. North 62°14'28" West, 680.49 feet to a point for corner on the southeasterly line of said Tract 3;

THENCE, North 27°28'12" East, 494.65 feet along the southeasterly line of said Tract 3 to the **POINT OF BEGINNING** and containing 9.858 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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John G. Mosier

EXHIBIT OF
9.858 ACRES
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS

Kimley»Horn

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FIRM # 10193973

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	APS	JAB	April 24, 2019	06924741	1 OF 2

TRACT 3
275.66 ACRES
BUTLER FAMILY
PARTNERSHIP, LTD.
VOL.12271, PG.872
OPRTC

24.7833 ACRES
THE MOST REVEREND JOHN MCCARTHY, BHISHOP
OF THE DIOCESE OF AUSTIN AND HIS
SUCCESSORS
VOL.13327, PG.702 OPRTC

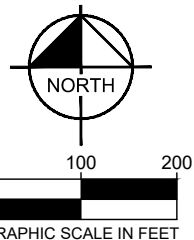
6.5063 ACRES
MANOR INDEPENDENT
SCHOOL DISTRICT
VOL.12597, PG.1548 OPRTC

24.8354 ACRES
MANOR INDEPENDENT
SCHOOL DISTRICT
VOL.12597, PG.1543
OPRTC

104.825 ACRES
LAS ENTRADAS
DEVELOPMENT
CORPORATION
DOC# 2007002485
OPRTC
(REMAINDER)

P.O.B.
IRSC

P.O.C.
IPF



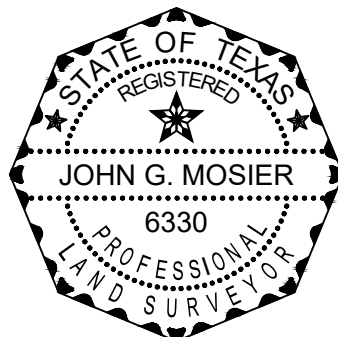
9.858 ACRES
429,398 SQ. FT.

LEGEND:

IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
IPD = 5/8" IRON PIPE FOUND
OPRTC = OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY

NOTES:

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99992337881. The unit of linear measurement is U.S. Survey Feet.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier

EXHIBIT OF
9.858 ACRES
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	CAD	APS	April 24, 2019	06924741	2 OF 2

**A METES AND BOUNDS
DESCRIPTION OF A
1.688 ACRE TRACT OF LAND**

BEING a 1.688 acre (73,537 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of a called 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING, at a point of intersection of Gregg Manor Road (100 foot wide) and Hill Lane (55 foot wide);

from which a 1/2-inch iron rod found with cap stamped "Capital Surveying" marking the northern-most corner of a called 49.657 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2006119671 of the Official Public Records of Travis County, bears North ;

THENCE South 36°15'17" West, 95.27 feet along the northwesterly right-of-way line of said Gregg Manor Road to a point for corner; from which a 1/2-inch rod with a plastic cap found marking a point of curvature on the northwesterly right-of-way line of said Gregg Manor Road bears South 36°15'17" West, 248.25 feet;

THENCE, departing the northwesterly right-of-way line of said Gregg Manor Road and crossing said 104.825 acre tract, the following ten (10) courses and distances:

1. North 62°25'43" West, 167.49 feet to a point for corner;
2. South 27°09'31" West, 20.05 feet to a point for corner;
3. North 65°33'01" West, 24.36 feet to a point for corner;
4. South 27°09'10" West, 22.16 feet to a point for corner;
5. North 62°50'29" West, 245.75 feet to a point for corner;
6. North 28°06'47" East, 23.31 feet to a point for corner;
7. North 63°11'50" West, 185.33 feet to a point for corner;
8. South 27°34'20" West, 30.29 feet to a point for corner;
9. North 62°49'24" West, 19.24 feet to a point for corner;
10. North 35°38'14" East, 141.81 feet to a point for corner on the southerly right-of-way line of aforesaid Hill Lane;

THENCE South 63°12'35" East, 636.13 feet along Hill Lane to the **POINT OF BEGINNING**, and containing 1.688 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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EXHIBIT OF
1.688 ACRES
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS

Kimley»Horn

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San Antonio, Texas 78216

FIRM # 10193973

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAB	APS	4/24/2019	069241741	1 OF 2

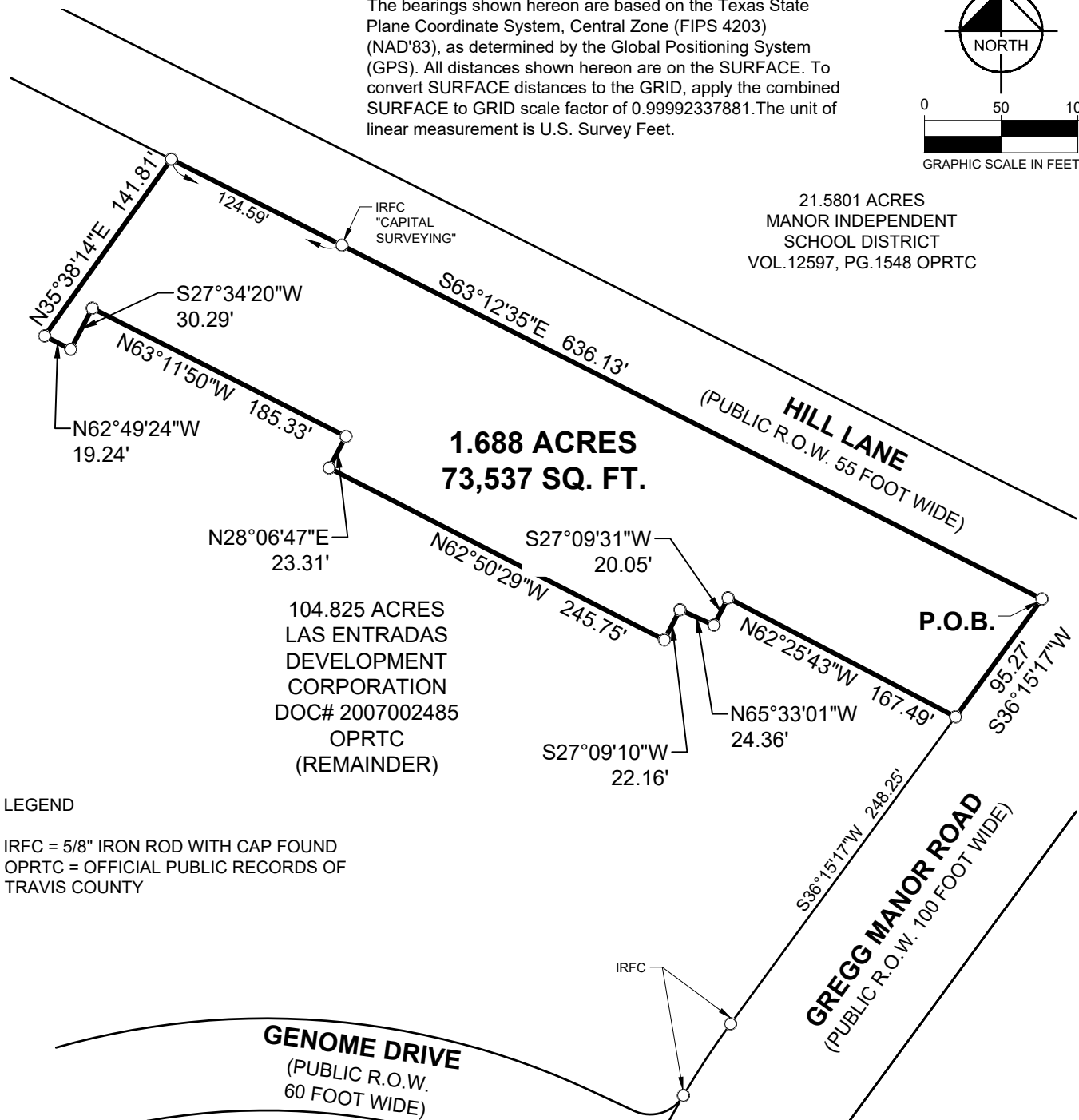
NOTES:

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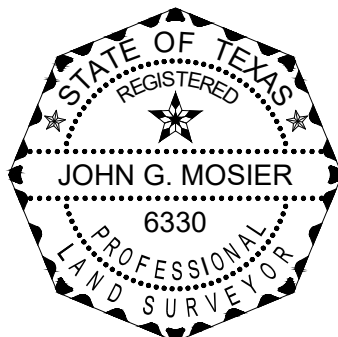
0 50 100
GRAPHIC SCALE IN FEET

21.5801 ACRES
MANOR INDEPENDENT
SCHOOL DISTRICT
VOL.12597, PG.1548 OPRTC

**LEGEND**

IRFC = 5/8" IRON ROD WITH CAP FOUND
OPRTC = OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY

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EXHIBIT OF
1.688 ACRES
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JAB	APS	4/24/2019	069241741	2 OF 2

April 25, 2019

City of Manor
Attn: Scott Dunlop
105 E. Eggleston St.
Manor, Texas 78653

**Re: Las Entradas North
12.6-Acre Multi-Family, 1.69/9.86-Acre Tracts – Letter of Intent
Northwest of the Intersection of US Highway 290 and Gregg Manor Road
Manor, Texas 78653**

Dear Staff:

Please accept this Summary Letter for the above referenced project. The proposed Las Entradas North development is located along the westbound frontage of US Highway 290 in Manor, Texas. The existing property consists of a 12.3-acre developed tract, and approximately 92 acres of undeveloped land.

A concept plan for the parent tract was previously approved on 08/14/2013, which had originally designated the subject tracts as single-family residential use. Due to market demand, multi-family and commercial uses are now being considered for 12.6 acres and 11.55 acres of land within the existing single family residential use, respectively. Therefore, the Owner intends to submit an application to rezone these tracts of land from R-2 (Single Family Residential) to R-3 (Multi-Family Residential) and C-1 (Light Commercial).

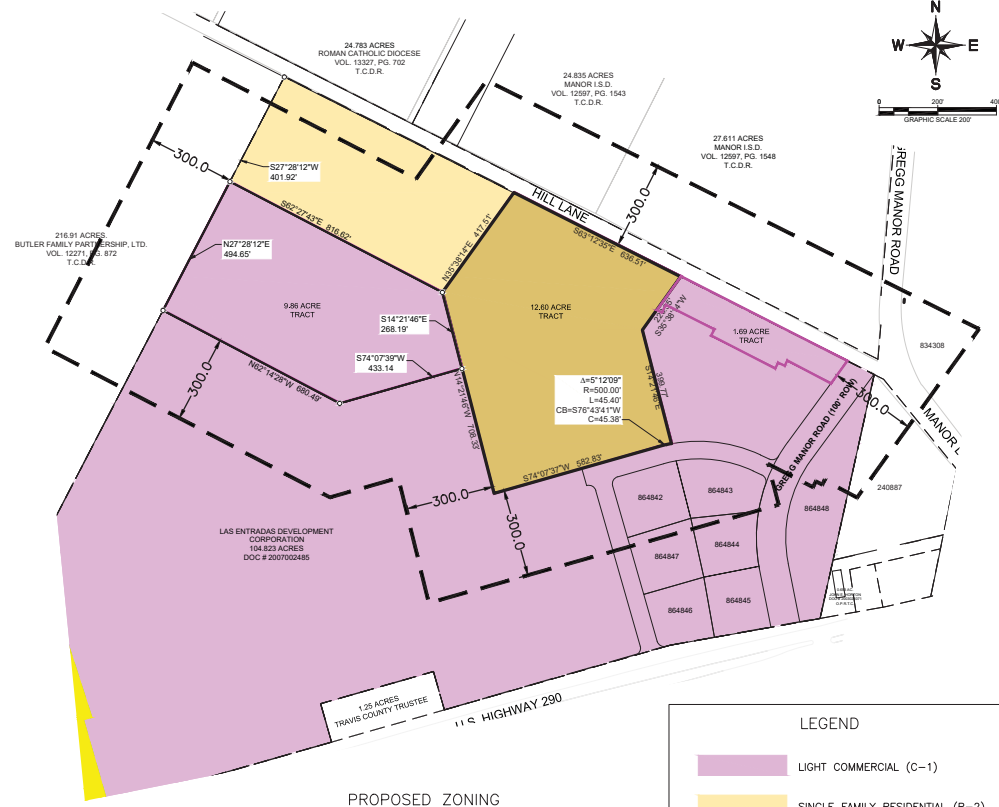
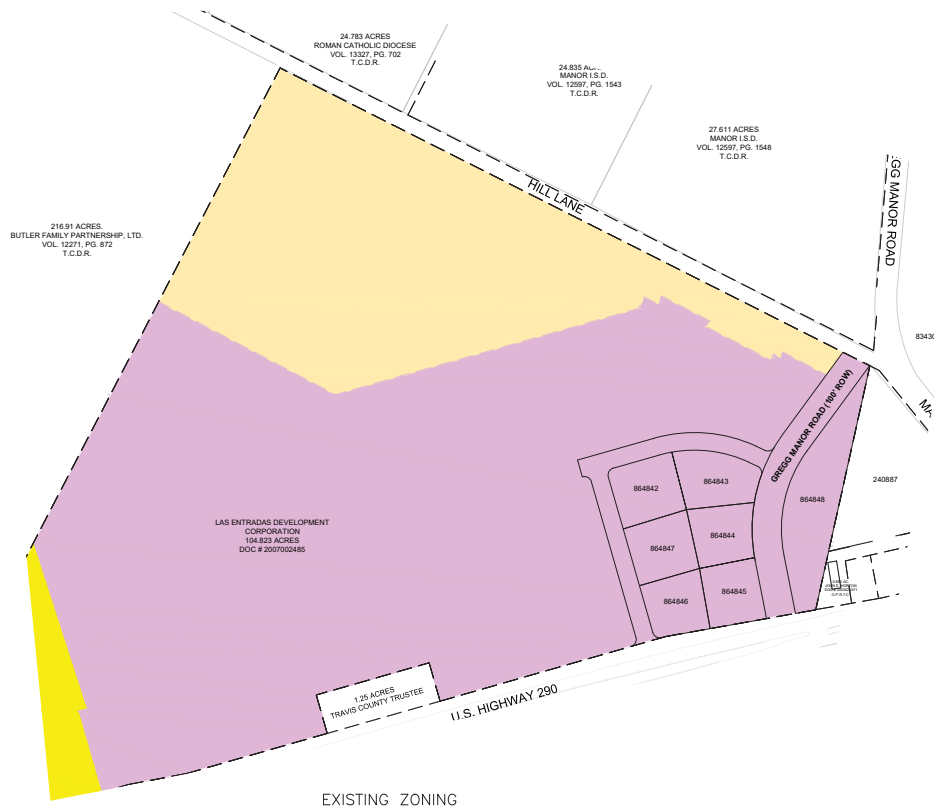
If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Brett Burke
Project Manager



LAS ENTRADAS NORTH - LAND USE COMPARISON				
LAND USE	Existing Acres	Proposed Acres	Delta	
Light Commercial (C-1)	70.4	75.7	5.3	
Multi Family (R-3)	0	12.6	12.6	
Single Family Residential (R-1)	8.5	8.5	0	
Single Family Residential (R-2)	25.7	7.8	-17.9	
Total	104.6	104.6		

LAS ENTRADAS NORTH - ZONING COMPARISON

Manor, Texas
April 19

INSET DETAIL - 1.69-ACRE TRACT

Kimley Horn

10614 Jollyville Road
Building IV, Suite 300
Austin, Texas 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONSIDERED A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE SIGNATURE OF A REGISTERED PROFESSIONAL ENGINEER.



May 28, 2019

RE: Las Entradas North Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for Las Entradas North. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

Public Hearing: Consideration, discussion and possible action on a rezoning request for 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1).

The Planning and Zoning Commission will convene at 6:30PM on June 12, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on June 19, 2019 at 105 E. Eggleston St. in the City Council Chambers.

If you have no interest in the case there is no need for you to attend. You may address any comments to me at the address or phone number listed below. Any communications I receive will be made available to Commission and Council members during the discussion of this item. For your convenience, my email address is sdunlop@cityofmanor.org

Sincerely,

Scott Dunlop
Assistant Development Director
512-272-5555 ext. 5

Manor Independent School District
P.O. Box 359
Manor, Texas 78653-0359

Scott Baylor & White Health
MS-20-D642
2401 S 31st Street
Temple, Texas 76508-0001

Butler Family Partnership Ltd.
P.O. Box 9190
Austin, Texas 78766-9190

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

LAS ENTRADAS DEVELOPMENT
CORPORATION
9900 US HIGHWAY 290 E
MANOR , TX 78653-9720



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

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

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on appointment of Planning and Zoning Commission and Developer Representative as Community Impact Fee Advisory Committee.

BACKGROUND/SUMMARY:

Periodically, updates to the City's adopted Community Impact Fee Program are necessary to address changing development conditions. The City Council may appoint the Planning and Zoning Commission and at least one representative of the development community as the Community Impact Fee Advisory Committee. The Committee will be responsible for evaluating and recommending any proposed changes to the Community Impact Fee Land Use Assumptions, Capital Improvements Plan and/or Impact Fee amount.

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 appointing the Planning And Zoning Commission and a development community representative as the Community Impact Fee Advisory Committee.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an ordinance amending Manor Code of Ordinances, Appendix A, Article A2.003 Subdivision Plats.

BACKGROUND/SUMMARY:

As part of the changes to our subdivision ordinance in response to state legislation we have to add fees related to new and expanded activities we will be conducting to be in compliance with the law. The first fee is a \$200.00 Completeness Check that all applications will have to go through prior to being accepted for review. The second is a \$300 Pre-Development Meeting fee that is necessary because potential applicants are required to conduct a pre-development meeting with city staff before they submit any application.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 550

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 550 amending Manor Code of Ordinances, Appendix A, Article A2.003 Subdivision Plats.

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

ORDINANCE NO. 550

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS
AMENDING MANOR CODE OF ORDINANCES APPENDIX
A FEE SCHEDULE BY ESTABLISHING SUBDIVISION
FEES; REPEALING CONFLICTING ORDINANCES;
PROVIDING FOR PENALTIES; AND PROVIDING FOR
SEVERABILITY, OPEN MEETINGS AND EFFECTIVE
DATE CLAUSES.**

Whereas, the City of Manor (the “City”) is experiencing significant growth and development and such growth is expected to continue;

Whereas, many of the City’s fees and charges are not adequate to cover the City’s actual costs of providing reviews, inspections, and services required to be provided by the City;

Whereas, the City’s growth has presented increasingly more complex and time-consuming planning, engineering, and legal issues that have required increased expenditures for professional consulting, including, but not limited to, planning, engineering, and legal fees and expenses;

Whereas, it is the general policy of the City that, to the greatest extent possible, all new development should pay for itself and not pose an undue financial burden on the City or its residents;

Whereas, many of the increased expenditures are related to or associated with particular projects involving prospective industrial, business, commercial, mixed used, multi-family and/or residential uses;

Whereas, the City Council finds that it is in the best interest of the City and its residents for each such project to bear the cost of expenditures for professional consulting related thereto, including, but not limited to, planning, engineering, and legal fees and expenses;

Whereas, the City’s fee schedule needs to be updated to establish fees for certain types of services not previously established;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment to Appendix A, Article A2.000, Section A2.003 Subdivision Plats. Section A2.003 of Appendix A of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

The following fees and charges are established and shall be collected for the subdivision of land within the city or its extraterritorial jurisdiction:

(1) *Subdivision fees.*

- (a) \$200.00 Completeness Check Fee will apply to all applications
- (b) \$300.00 Pre-Development Meeting Fee will apply to all Pre-Development Meetings held before each application submission unless waived by the Development Director.

	Permit Fee	Insp Rate	Tech Fee
Concept Plan	\$500.00 + \$5.00 per lot		\$50.00
Engineer review	\$500.00 + \$5.00 per lot		
Public hearing notice (newspaper)	\$150.00		
Property owner notification	\$5.00 per property owner		
Hearing and notification fees may be assessed twice for planning commission and city council			
Revision	\$250.00		
Preliminary Plan	\$500.00 + \$5.00 per lot		\$50.00
Engineer review	\$750.00 + \$50.00 per lot		
Public hearing notice (newspaper)	\$150.00		
Property owner notification	\$5.00 per property owner		
TIA review	\$800.00 + \$10.00 per page		\$50.00

Revision	\$250.00		
Construction Plan	3% estimated cost		\$50.00
Construction plan fee: A fee in the amount of three percent of the estimated cost for construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges, prior to any approved plat-plan being finally approved by the city and filed of record. The total estimated amount of such fee shall be paid as a deposit prior to the start of construction.			
Final Plat	\$750.00 + \$20.00 per lot		\$50.00
Engineer review	\$1,000.00 + \$20.00 per lot		
Revision	\$250.00		
Short Form Final Plat	\$400.00 + \$5.00 per lot		\$25.00
Engineer review	\$300.00		
Revision	\$150.00		
Public hearing notice (newspaper)	\$150.00		
Property owner notification	\$5.00 per property owner		
Amended Plats	\$400.00 + \$20.00 per lot		\$25.00
Engineer review	\$300.00		
Revision	\$150.00		

Parkland Dedication			
Fee in lieu (city council approval)	\$550.00 per dwelling unit		
Combination 3 acres or more of parkland plus fee in lieu; see Code of Ordinances, ch. 10, ex. A, article III, section 48(c)(1)			

- (2) *Other agency fees.* The city does not assess nor collect fees for reviews of building construction plans by agencies having jurisdictional authority. All fees for other agencies are established and collected by each of the authorities conducting review.
- (3) *Professional fees.* In addition to the fees and charges, and engineer review fee, set forth above in this section, the proposer, developer or subdivider of land, a subdivision, plat, or municipal utility district, shall reimburse and pay to the city the actual costs and expenses for professional services, including but not limited to consulting engineers, attorneys and land planners, incurred by the city with respect to such subdivision, plat, development or municipal utility district.

Section 8. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances, and sections of the City Code of Ordinances, in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. Penalties. Any person who commences work requiring a permit before obtaining the necessary permits shall be in violation of this Ordinance and subject to a penalty fee equal to the rate of the permit.

Section 10. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 11. Effective Date. This Ordinance shall take effect immediately following publication.

Section 12. Open Meetings Act. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chap. 551, Tex. Gov't Code.

PASSED AND APPROVED on this the 4th day of September 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz TRMC, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 4, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Resolution approving the acquisition of an accessible voting system in compliance with state and federal laws through a service agreement with Travis County.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Resolution No. 2019-10
Elections Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2019-10 approving the acquisition of an accessible voting system in compliance with state and federal laws through a service agreement with Travis County.

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

RESOLUTION NO. 2019-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE ACQUISITION OF AN ACCESSIBLE VOTING SYSTEM IN COMPLIANCE WITH STATE AND FEDERAL LAWS THROUGH A SERVICE AGREEMENT WITH TRAVIS COUNTY FOR ELECTIONS HELD AFTER AUGUST 1, 2019.

WHEREAS, on August 7, 2019, the City Council of the City of Manor, Texas (the “City Council”) adopted Resolution No. 2019-07 ordering a general election to be held on November 5, 2019;

WHEREAS, Section 61.012 of the Texas Election Code requires that the City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2019. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot;

WHEREAS, the Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6020 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450 Digital® Central Count Scanner will be used to process all by mail ballots; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

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

SECTION 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. As chief elections officer of the City of Manor, the City Secretary shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2019. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to the City of Manor, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code through an agreement.

SECTION 3. The City Council does hereby authorize the Mayor or the City Manager to enter into and execute the Agreement (a copy of which is attached hereto as Exhibit “A” and incorporated herein) with Travis County for the lease and use of the voting system described in the above Recitals and Section 2, among other things related to elections held after August 1, 2019.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED AND APPROVED by the City Council of Manor, Texas, at a regular meeting on the 4th day of September 2019, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Exhibit “A”
Travis County Agreement
[attached]

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF MANOR

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and City of Manor ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system, which is the ES&S Express Vote® Universal Voting System, and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election. This includes required newspaper notices unless the Election Officer has agreed in writing, along with the costs to be assessed, to provide this service on behalf of the Participating Entity. However, in any debt obligation election, the Election Officer shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on each election day and in a prominent location at each early voting polling place. The Election Officer shall provide written confirmation that early voting and election day personnel posted the debt obligation election order as required by Texas Election Code Section 4.003(f)(1). The Participating Entity shall pay any applicable expenses incurred directly related to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) preparing the federal Voting Rights Act election preclearance submissions, if any, to the U.S. Department of Justice;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within

timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [The City Secretary](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [The City Secretary](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [The City Secretary](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees, if authorized, will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling

place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable deposit payment of \$150 to the Election Officer.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity expects to be able to cancel its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: Elections@traviscountytexas.gov, with a copy to Election.Entities@traviscountytexas.gov. The Participating Entity has designated [the City Secretary](#) as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: lalmaraz@cityofmanor.org.
 - (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to

conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. Payments are due to the County no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that cost estimate from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in Section 5(D).
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5 from time to time, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day or as soon as feasible after an election. For elections that do have a runoff, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day after the runoff election or as soon as feasible after the runoff election. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf, including requests for additional security, additional publications, and additional early voting polling sites. The total amount due in the final invoice shall be offset by the \$150 previously paid in accordance with Subsection (B) of this section and by any other payments made by the Participating Entity for the election. The County shall prepare the invoice to include the total payment due from the Participating Entity for any portion of the Participating Entity's costs.
- (1) Final Accounting. Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining balance due.

- (2) A refund maybe due if the final costs are lower than the estimated or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place, and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding its own election, the Participating Entity will not be charged any cost for equipment usage. However, if a runoff election is necessary for the Participating Entity after such an election, the Participating Entity will be responsible for payment of equipment usage unless the County is holding its own runoff election in the territorial jurisdiction of the Participating Entity.
- (D) If the Participating Entity holds an election on a date other than as listed in Section 1(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (E) Payment by the Participating Entity to the County for voting equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section 5(F).

- (F) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF MANOR
Attn: City Secretary
105 E. Eggleston Street
Manor, TX 78653

With a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, #A105
Austin, TX 78752

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is sent before 5:00 p.m. on a weekday that is not a holiday designated by the Travis County Commissioners Court; (2) the notice is deemed effective on the first weekday that is not a holiday designated by the Travis County Commissioners Court if the notice sent after 5:00 p.m. on a weekday or on a Saturday or Sunday.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent

of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this

Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

CITY OF MANOR
Attn: City Secretary
105 E. Eggleston Street
Manor, TX 78653

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

CITY OF MANOR

BY: _____
Rita G. Jonse
Mayor

DATE: _____

ATTEST BY: _____
Lluvia T. Almaraz
City Secretary

DATE: _____

TRAVIS COUNTY

BY: _____
Sarah Eckhardt
County Judge

DATE: _____

BY: _____
Dana DeBeauvoir
County Clerk

DATE: _____