



Dr. Larry Wallace Jr., Mayor  
Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4  
Deja Hill, Mayor Pro Tem, Place 5  
Valerie Dye, Place 6

**CITY COUNCIL  
REGULAR MEETING  
AGENDA**

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Wednesday, April 15, 2020

7:00 p.m.

Manor City Hall – Council Chambers  
105 E. Eggleston Street

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The meeting will be live streamed on Facebook live. You can access the meeting at <https://www.facebook.com/cityofmanor/> beginning at 7:00 p.m.

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

- A. Declaring the City of Manor to be a “*Purple Heart City*”
- B. Declaring the week of April 19-25, 2020, as “*Crime Victims’ Rights Week*”
- C. Declaring the month of April 2020, as “*National Child Abuse Prevention Month*”
- D. Declaring the month of April 2020, as “*Military Child*”
- E. Declaring the month of April 2020, as “*Sexual Assault Awareness Month*”
- F. Declaring the month of April 2020, as “*Autism Awareness Month*”

**PUBLIC COMMENTS - Due to State and County Orders limiting gatherings to no more than ten (10) people and temporary suspension by the Governor of sections of the Texas Open Meetings Act that may be interpreted to require face-to-face interaction between members of the public and public officials, in-person public comments is canceled.**

In the alternative, you may email any comments you have on agenda items or general comments to [publiccomments@cityofmanor.org](mailto:publiccomments@cityofmanor.org). All emails must include your name and address for the record. The name of the person making the comment and the subject of the comment will be read into the record, and the entire comment will be made as part of the city records for the meeting. Comments must be received by 6:30 p.m. the day of 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:                      | Lluvia T. Almaraz,<br>City Secretary |
| • March 23, 2020, Called Special Session; and   |                                      |
| • April 6, 2020, Called Special Session   |                                      |
| 2. Consideration, discussion, and possible action on the acceptance of the March 2020 Departmental Reports: | Thomas Bolt,<br>City Manager         |
| • Police – Ryan Phipps, Chief of Police   |                                      |
| • Development Services – Scott Dunlop, Assistant Dev. Services Director                                     |                                      |
| • Community Development – Debbie Charbonneau, Community Dev. Manager  |                                      |
| • Municipal Court – Sarah Friberg, Court Clerk  |                                      |
| • Public Works – Michael Tuley, Director of Public Works  |                                      |
| • Finance – Lydia Collins, Director of Finance  |                                      |

## REGULAR AGENDA

- |   |   |
|---|---|
| 3. Consideration, discussion, and possible action on an award of a construction contract for the 2019 Cap Metro Paving Improvements Project.  | Pauline M. Gray,<br>P.E.<br>City Engineer |
| 4. Consideration, discussion, and possible action on a Development Agreement for the Design and Construction of Water and Wastewater Line Improvements.   | Thomas Bolt,<br>City Manager              |
| 5. Consideration, discussion, and possible action on a Deposit Agreement for the Proposed Water Service Transfer for the IDEA Public Schools Project.   | Thomas Bolt,<br>City Manager              |
| 6. Consideration, discussion, and possible action on the installation of Little Free Libraries on certain park locations.   | Thomas Bolt,<br>City Manager              |
| 7. Consideration, discussion and possible action on Personnel Policy addressing COVID-19 related issues including sick leave, employee pay, use of accruals, and expanded FMLA coverage under recently passed Federal Acts. | Tracey Vasquez,<br>HR Coordinator         |

- |   |                              |
|---|------------------------------|
| 8. Consideration, discussion, and possible action on canceling the May 6, 2020, Regular Council Meeting.  | Thomas Bolt,<br>City Manager |
| 9. Consideration, discussion, and possible action on abandonment of all or part of a city alley located at 401 Lexington Street, next to Lots 3, 4 and 5, Blk 62. | Thomas Bolt,<br>City Manager |

## 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: Thursday, April 9, 2020, 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 [ltijerina@cityofmanor.org](mailto:ltijerina@cityofmanor.org)*



## ***PROCLAMATION***

***WHEREAS***, the City of Manor, Texas, has always supported its military population given the community's great admiration and utmost gratitude for all the men and women selflessly serving their country in the U.S. Armed Forces of America; and,

***WHEREAS***, veterans have paid the high price of freedom by leaving their families and communities to be placed in harm's way for the good of all; therefore, the contributions and sacrifices of these men and women are vital to the U.S. Armed Forces ability to maintain the freedom and way of life each citizen enjoys; and,

***WHEREAS***, the Purple Heart is the oldest military decoration in present use which was initially created as the badge of Military Merit by General George Washington in 1782; and,

***WHEREAS***, the Purple Heart was the first American Service award or decoration made available to the common soldier and is specifically awarded to members of the U.S. Armed Forces that were wounded or paid the ultimate sacrifice of life in combat with a declared enemy of our Nation; and,

***WHEREAS***, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we never forget; and,

***WHEREAS***, the City of Manor appreciates the sacrifices each Purple Heart recipient made in defending our freedom and believe it to be of the utmost importance that they be annually acknowledged on National Purple Heart Day within this city in recognition of their courage and observance of their honor.

***NOW THEREFORE***, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim The City of Manor, Texas to be a

## ***PURPLE HEART CITY***

honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedom and encourage the citizens of the City of Manor, Texas, to observe National Purple Heart Day annually on August 7<sup>th</sup> to show their appreciation for the sacrifices each Purple Heart recipient made while defending the right to freedom under the banner of our Nation's flag.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 15<sup>th</sup> day of April 2020.

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Dr. Larry Wallace Jr., Mayor  
City of Manor

# National Crime Victims' Rights Week

## April 19–25, 2020

**Whereas**, crime victims' rights acts passed here in Texas and at the federal level have provided victims with ways to participate meaningfully throughout the criminal justice process;

**Whereas**, the rights of crime victims are most preserved when all participants in the criminal justice process -not only victims- are adequately educated about victims' rights;

**Whereas**, advocacy by and for victims of crime is itself a form of seeking justice and is no less than justice sought in the courts;

**Whereas**, respecting victims' decisions is honoring their right and ability to take control of their lives and allowing them to find autonomy and empowerment through achieving self-defined goals;

**Whereas**, providing culturally responsive and linguistically accessible responses ensures that victims of crime with diverse backgrounds receive appropriate resources while finding meaningful ways to pave their road towards healing and justice;

**Whereas**, the accomplishments of the victims' rights movement inspire in us hope for future progress, greater healing, and bigger opportunities;

**Whereas**, National Crime Victims' Rights Week provides an opportunity to recommit ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

**Whereas**, The City of Manor is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim service providers, and bringing hope and healing to all victims and survivors;

**Now, therefore**, I, Mayor Dr. Larry Wallace Jr., Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of April 19-25, 2020, as

### Crime Victims' Rights Week

and reaffirming this The City of Manor's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

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Dr. Larry Wallace Jr., Mayor



## PROCLAMATION

**WHEREAS**, child abuse and neglect are a serious problem affecting every segment of our community, and finding solutions require input and action from everyone; and

**WHEREAS**, our children are our most valuable resources and will shape the future of the City of Manor, Texas; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and development well-being of children; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families.

**NOW THEREFORE**, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of April 2020 as:

### ***“National Child Abuse Prevention Month”***

in the City of Manor, Texas, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 15<sup>th</sup> day of April 2020.

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Dr. Larry Wallace Jr., Mayor  
City of Manor



## PROCLAMATION

**WHEREAS**, military youth of today and tomorrow promise to be among the most active and involved populations in our nation's history; and

**WHEREAS**, the physical, social, and emotional well-being of children in military families is essential to their success and has a direct impact on the resiliency of military families serving our country; and

**WHEREAS**, by ensuring military children are safe and supported in our schools and communities our men and women in uniform can focus on the challenges and missions they face in the line of duty; and

**WHEREAS**, our efforts and support can improve the lives of military youth and help pave the way for future generations.

**NOW THEREFORE**, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of April 2020 as:

### *"Military Child"*

in the City of Manor, Texas, and urge all citizens to take time to honor our military youth and the family members who care for them.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 15<sup>th</sup> day of April 2020.

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Dr. Larry Wallace Jr., Mayor  
City of Manor



## ***PROCLAMATION***

***WHEREAS,*** in the United States, April is Sexual Assault Awareness Month (SAAM). The goal of SAAM is to raise public awareness about sexual violence and educate communities on how to prevent it. SAAM calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community; and

***WHEREAS,*** rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives; and

***WHEREAS,*** child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18; and

***WHEREAS,*** on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

***WHEREAS,*** this year, SAAM is celebrating its 19th anniversary. The theme for this year's campaign, "I Ask" helps empower all of us to put consent into practice and shares the message that asking for consent is a normal and necessary part of sex.

***NOW THEREFORE,*** I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of April 2020, as:

### ***"Sexual Assault Awareness Month"***

in the City of Manor, Texas.

***IN WITNESS WHEREOF,*** I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 15<sup>th</sup> day April 2020.

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Dr. Larry Wallace Jr., Mayor  
City of Manor





## *PROCLAMATION*

**WHEREAS**, Autism Spectrum Disorder (ASD) represents a broad group of disorders that vary widely from mild to severe, and is characterized by difficulty with social interaction, communication, severely limited interests and repetitive behaviors; and

**WHEREAS**, the lifelong nature of ASD and other developmental disabilities require a variety of types of assistance at different points in an individual's life; and

**WHEREAS**, a variety of public and private organizations and agencies strive to provide quality care, support, or services to children and adults with ASD to enable them to live as independently as possible and to reach their full potential; and

**WHEREAS**, each organization has a role in identifying, assessing, or supporting people with ASD and their families.

**NOW, THEREFORE**, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim the month of April 2020, as:

### *“Autism Awareness Month”*

in the City of Manor and encourage all citizens to become educated and informed about programs services, and opportunities to support individuals with autism.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 15<sup>th</sup> day of April 2020.

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Dr. Larry Wallace Jr., Mayor  
City of Manor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Lluvia T. Almaraz, City Secretary

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

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

- March 23, 2020, Called Special Session; and
- April 6, 2020, Called Special Session

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

March 23, 2020, Called Special Session

April 6, 2020, Called Special Session

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes of the March 23, 2020, Called Special Session; and April 6, 2020, Called Special Session.

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

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**CITY COUNCIL  
SPECIAL SESSION MINUTES  
MARCH 23, 2020**

The meeting was live streamed on Facebook Live beginning at 1:00 p.m.  
<https://www.facebook.com/cityofmanor/>

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

Emily Hill, Place 1  
Maria Amezcua, Place 2 (Arrived at 1:20 p.m.)  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4  
Deja Hill, Mayor Pro Tem, Place 5  
Valerie Dye, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia T. Almaraz, City Secretary  
Michael Pachnick, IT Technician

**SPECIAL SESSION – 1:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 1:05 p.m. on Monday, March 23, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Wallace Jr. led the Pledge of Allegiance.

## **PUBLIC COMMENTS**

Due to State and County Orders limiting gatherings to no more than ten (10) people and temporary suspension by the Governor of sections of the Texas Open Meetings Act that may be interpreted to require face-to-face interaction between members of the public and public officials, in-person public comments were cancelled.

In the alternative, an email was provided for any comments on agenda items or general comments from the public. [Publiccomments@cityofmanor.org](mailto:Publiccomments@cityofmanor.org). The name of the person making the comment and the subject of the comment would be read into the record, and the entire comment would be made as part of the city records for the meeting. Public Comments were open until 12:30 p.m. the day of the meeting.

There were no public comments received prior to the meeting.

All other general comments were answered by city staff on Facebook Live.

## **CONSENT AGENDA**

### **1. Consideration, discussion, and possible action to approve the City Council Minutes of the March 18, 2020, Regular Meeting.**

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Dye, to approve and adopt all items on the Consent Agenda.

Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

**Motion to approve carried 6-0**

## **REGULAR AGENDA**

### **2. Consideration, discussion, and possible action on canceling the April 1, 2020, Regular Council Meeting.**

The City staff recommended that the City Council cancel the April 1, 2020, Regular Council Meeting.

**MOTION:** Upon a motion made by Council Member Scarbrough and seconded by Council Member Emily Hill, to cancel the April 1, 2020, Regular Council Meeting.

Mayor Wallace Jr. open the floor for any questions to the motion.

Council Member Dr. Harvey inquired if there would be any city business to be conducted or items to be approved prior to April 15<sup>th</sup> Council Meeting.

City Manager Bolt stated there were no items at the current time, but that there was always an option for a special meeting to be called prior to April 15<sup>th</sup>, if needed.

The discussion was held regarding construction development restrictions.

There was no further discussion.

**Motion to approve carried 6-0**

**3. Consideration, discussion, and possible action on temporarily waiving the credit card processing fee for utility payments.**

The City staff recommended that the City Council temporarily waive the credit card processing fee of \$2.00 for utility payments effective immediately until May 1, 2020.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Dye, to temporarily waive the credit card processing fee of \$2.00 for utility payments effective immediately until May 1, 2020.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding postmarked payments by mail.

There was no further discussion.

**Motion to approve carried 6-0**

Mayor Wallace Jr. adjourned the special session of the Manor City Council into Executive Session at 1:11 p.m. Monday, March 23, 2020, 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 Consultation with Attorney - Regarding legal issues associated with Emergency Management Planning and Coordination under the State and Local Disaster Declarations and directions from the Federal Government* at 1:11 p.m., on Monday, March 23, 2020, City Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was conducted by audio teleconference with Paige Saenz, City Attorney.

The Executive Session was adjourned at 2:36 p.m. on Monday, March 4, 2020.

## **OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 2:37 p.m. on Monday, March 23, 2020, in the Council Chambers of the Manor City Hall.

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

There was no action taken.

## **ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 2:37p.m. on Monday, March 23, 2020.

These minutes approved by the Manor City Council on the 15<sup>th</sup> day of April 2020.

## **APPROVED:**

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Dr. Larry Wallace Jr.  
Mayor

## **ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary



**CITY COUNCIL  
SPECIAL SESSION MINUTES  
APRIL 6, 2020**

The meeting was live streamed on Facebook Live beginning at 1:18 p.m.  
<https://www.facebook.com/cityofmanor/>

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4 (Absent)  
Deja Hill, Mayor Pro Tem, Place 5  
Valerie Dye, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Heath Ferguson, IT Manager  
Michael Pachnick, IT Technician

**SPECIAL SESSION – 1:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 1:18 p.m. on Monday, April 6, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

Mayor Wallace Jr. led the Pledge of Allegiance.

## PUBLIC COMMENTS

Due to State and County Orders limiting gatherings to no more than ten (10) people and temporary suspension by the Governor of sections of the Texas Open Meetings Act that may be interpreted to require face-to-face interaction between members of the public and public officials, in-person public comments were cancelled.

In the alternative, an email was provided for any comments on agenda items or general comments from the public. [Publiccomments@cityofmanor.org](mailto:Publiccomments@cityofmanor.org). The name of the person making the comment and the subject of the comment would be read into the record, and the entire comment would be made as part of the city records for the meeting. Public Comments were open until 12:30 p.m. the day of the meeting.

There were no public comments received prior to the meeting.

Mayor Wallace Jr. adjourned the special session of the Manor City Council into Executive Session at 1:19 p.m. Monday, April 6, 2020, 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 Consultation with Attorney and Section 551.074 Personnel Matters - Regarding legal issues associated with Emergency Management Planning and Coordination under the State and Local Disaster Declarations and directions from the Federal Government* at 1:19 p.m., on Monday, April 6, 2020, City Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was conducted by audio teleconference with Paige Saenz, City Attorney.

The Executive Session was adjourned at 2:54 p.m. on Monday, April 6, 2020.

## OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 2:54 p.m. on Monday, April 6, 2020, in the Council Chambers of the Manor City Hall.

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

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Dye, to approve a plan for City of Manor alternative lodging for essential personnel.



Mayor Wallace Jr. open the floor for any questions to the motion.

There was no discussion.

**Motion to approve carried 6-0**

**ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 2:56p.m. on Monday, April 6, 2020.

These minutes approved by the Manor City Council on the 15<sup>th</sup> day of April 2020.

**APPROVED:**

\_\_\_\_\_  
Dr. Larry Wallace Jr.  
Mayor

**ATTEST:**

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the March 2020 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Development Services Director
- Community Development - Debbie Charbonneau
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Mike Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

**PRESENTATION:** ☐ YES ☒ NO

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

March 2020 Departmental Reports

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve and accept the March 2020 Departmental Reports.

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

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# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

4/15/2020

March 2020

Activity	Reported Month	Same month Prior year	Percentage difference		
Calls for Service	1715	1762	2.6↓	Patrol Car Rental	
Average CFS per day	55.3	56.8	2.6↓	Last Month	\$2,640
Open Cases	11	15	36.3↓	YTD	\$10,075
Charges Filed	42	45	6.6↓		
Alarm Responses	46	47	2.1↓		
Drug Cases	6	13	53.8↓		
Family Violence	10	17	41.1↓		
Arrests FEL/MISD	10Fel/32Misd	10Fel/35 Misd	PD1		
Animal Control	16	32	50.0↓		
Traffic Accidents	39	47	17.0↓		
Impounds	61	90	32.2↓		
DWI Arrests	5	9	44.4↓		
Traffic Violations	323	611	47.1↓		
Ordinance Violations	9	36	75.0↓		
Victim cases	23	31	25.8↓		
Total Victims served	24	36	33.3↓		
Laboratory Submissions	2	3	33.3↓		

### Notes:

\*DNA- DATA NOT AVAILABLE

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

**March 1-31, 2020**

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$4,800.00	\$172.00	
Commercial Sign	6	\$29,100.00	\$1,072.84	
Residential Addition	2	\$18,000.00	\$529.60	
Residential Electric	6	\$105,915.60	\$642.00	
Residential Irrigation	46	\$68,129.26	\$4,854.00	
Residential Mechanical-HVAC	4	\$39,501.00	\$428.00	
Residential New	28	\$8,409,239.30	\$120,398.80	
Residential Plumbing	8	\$9,793.00	\$856.00	
Residential Remodel/Repair	3	\$150,275.00	\$1,300.00	
Totals	104	\$8,834,753.16	\$130,253.24	

Total Certificate of Occupancies Issued: 71

Total Inspections(Comm & Res): 1,849

*Tom Bolt, City Manager*

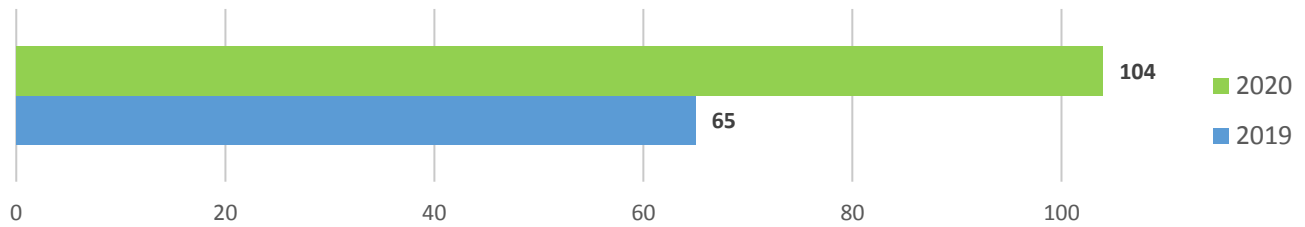




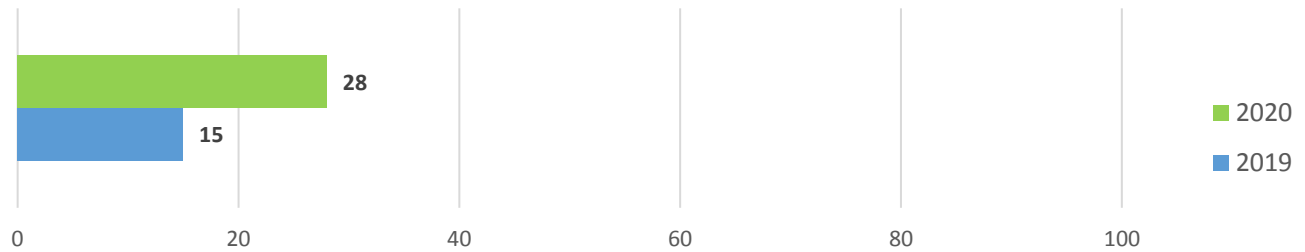
*March 2020*

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR

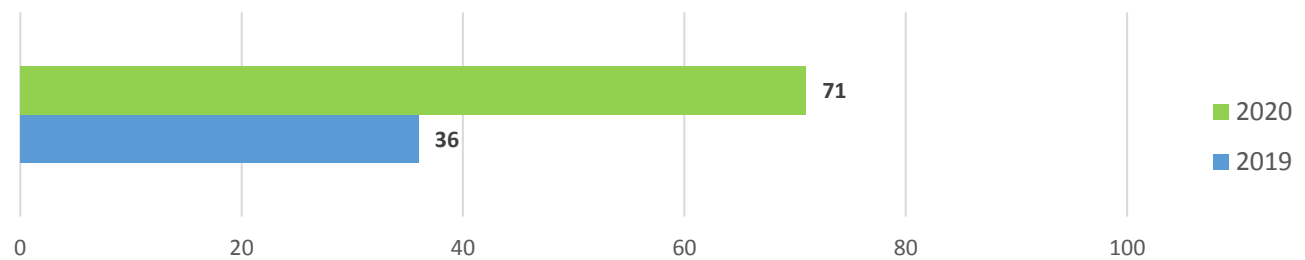
### PERMITS ISSUED



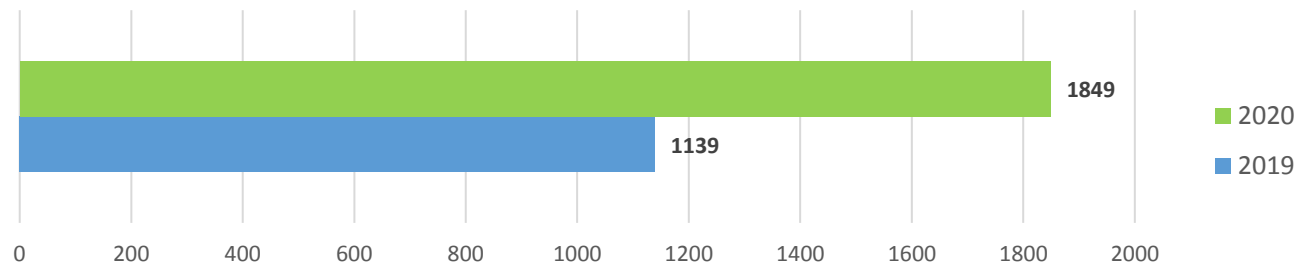
### RESIDENTIAL NEW PERMITS



### COs ISSUED



### INSPECTIONS





# MEMO

To: Mayor and City Council Members  
From: Debbie Charbonneau, Community Development Manager  
Date: April 15, 2020  
RE: **March Monthly Report**

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## **COMMUNITY MEETINGS**

Lunch Meeting with Catherine Sak from the Texas Downtown Association  
Regional Partners Meeting in Taylor  
Art & Sculpture Tour in Georgetown

## **BUSINESS VISITS**

Manor Manes – Diana Tovar  
The Ploughman - Taylor  
Frontier Bank – Maci Johnson  
Frontier Bank – Sean Donnelly  
Butler Brothers Odd Jobs – Alan Butler  
Bud-ee's Smoke & Vape – Mary Newman  
Nurses Next Door – Luann James

## **EVENTS**

Breakfast Bites – I am now responsible for Breakfast Bites and this month we had a great turn out. I did a presentation for a new event “Shop Small” “Shop Local” and Marva Bennett was the Business Showcase for Toastmasters. Every month there will be a sponsor, a business showcase and a speaker. For March the Sponsor is Nurses Next Door; the Business Showcase is Butler Contractors and the Speaker is Manor Journal.

Manor Palooza Planning Meeting – May 8 & 9, 2020

Christmas Event Planning Meeting – December 12, 2020 (10:00 a.m. – 4:00 p.m.)

Manor Egg-Stravaganza Planning Meeting – April 7, 2020 (6:00 p.m. – 8:00 p.m.)

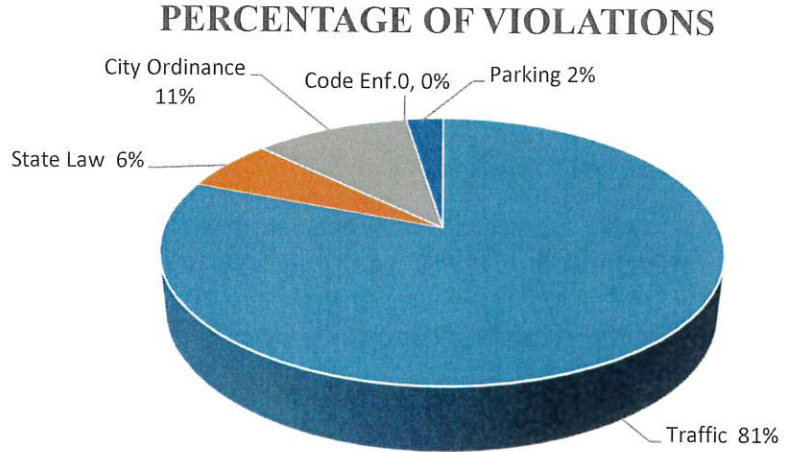
## **OTHER DUTIES**

Texas Main Street Managers Planning Committee Conference Call regarding National Main Street Conference and the Texas Delegation Dinner of which I oversee in Dallas from May 18 – 20, 2019.  
Texas Downtown Association Education, Conference and Programming Calls.

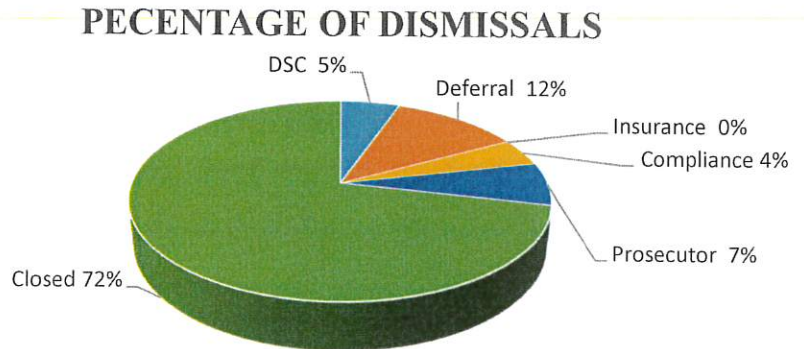
# City of Manor Municipal Court

## MARCH 2020

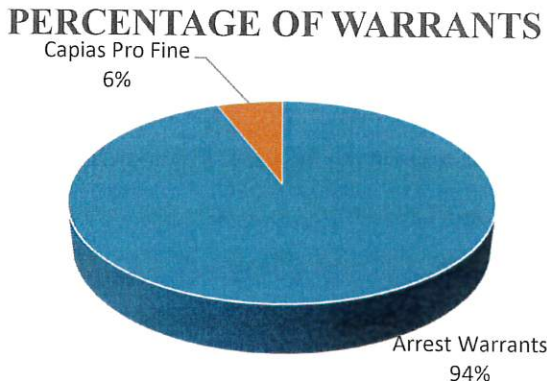
Violations Filed	Mar-20	Mar-19
Traffic	191	391
State Law	15	33
City Ordinance	25	25
Code Enforcement	0	0
Parking	6	6
<b>Total</b>	<b>237</b>	<b>455</b>



Dismissals	Mar-20	Mar-19
DSC	28	50
Deferral	61	82
Insurance	0	7
Compliance	23	15
Prosecutor	36	53
Closed	374	467
<b>Total</b>	<b>522</b>	<b>674</b>



Warrants	Mar-20	Mar-19
Arrest Warrants	193	365
Capias Pro Fine	12	17
<b>Total</b>	<b>205</b>	<b>382</b>



### Money Collected in March 2020

Kept By City	\$46,293.38
Kept By State	\$20,567.78
<b>Total</b>	<b>\$66,861.16</b>

### Money Collected in March 2019

Kept By City	\$57,100.23
Kept By State	\$29,372.21
<b>Total</b>	<b>\$86,472.44</b>



# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: April 15, 2020  
**RE: March Monthly Report**

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## **Public Works Department**

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

In the month of March, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city's facilities and parks. They performed all maintenance on city vehicles and heavy equipment. In March, the Street Department repaired streets, curbs and signs.

### **Water and Wastewater Department**

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

### **Water Production & Purchase**

In the month of March 32% of the water we supplied to our residents was from our wells, and we purchased 68% from EPCOR and Manville WSC. In March, the estimated population of residents in the City of Manor is 14,082. Estimated population for ShadowGlen is 4,051 residents.

### **Subdivision Inspections**

- Street Inspections- 6
- Water Inspections- 1
- Wastewater Inspections- 2



## **Streets and Parks Monthly Report March 2020**

### **Daily Duties and Projects 3-1-2020/3-31-2020**

- Used Jet Machine to remove debris inside driveway pipe @ N. Caldwell St.& Wheeler St.
- Continue installation of Bocce Ball courts in Timberman Park.
- Relocated two small Live Oak trees in Timberman Park.
- Relocated irrigation to the two Live Oak trees that were relocated at Timberman Park.
- Regraded some areas with loam in Timberman Park to help grow grass.
- Repaired potholes in Old Town and Sun Crest Rd
- Started removing brush from creek @ the end of Bastrop St.
- Started street pavement repairs on Wheeler St. between N. Caldwell St. and N. Bastrop St.
- Installed irrigation on the West side of City Hall.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

**Presidential Heights Phase 5-** Excavation has begun on this phase. The city will continue on their regular site inspections to ensure all contractors are following the rules that are in place.

**Presidential Heights Phase 3&4-** Phase 3 is almost completely built out and closing on their amenity center. Phase 4 had some contractor issues along the way but seem to be back on track. Home building will begin here in the next month.

**Stonewater North Phase 1&3-** Homes are being built in Phase 1. Phase 3 roads and utilities are in and awaiting home building.

**Stonewater North Phase 2-** The city had its first pre-construction meeting for Phase 2. Ground-breaking has already began and moving along very fast.

**Presidential Phase 7-** Phase 7 is close to all homes being completed.

**Lagos Phase 1-** Homes are continuing to go up and regular inspections are done on a weekly basis. The subdivision has done a great job on keeping all sites clean.

**Manor Commons-** All roads are paved, and Timmerman Park is complete. Most of the open land is revegetated and on a weekly mowing schedule. The park is turning into a very nice area for the citizens of Manor to enjoy.

## Water Monthly Report March 2020

For the month of March, the Water Department had 17 service calls, 5 repair jobs, 10 maintenance jobs, 1 inspection, and flushed all dead-end mains.

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

### Repairs:

11603 Marshall St. - replaced a 1x5/8 broken angle stop job by FZ,CD 3-3-20.

16709 Trevin Cove- replaced 1" angle stop that was broken repaired by FZ,CD,JT 3-9-20.

501 E Wheeler St. - repaired a 1" service line leak also replaced the 1x3/4 curb stop by FZ,CD,JT 3-9-20.

East elevated water tower on Tower Ln - repaired a 2" service break by JT,RM,CD 3-28-20.

302 East Carrie Manor- made a new 4x1 water tap, ran a 1" service and set new 5/8 water meter on property line meter id-39835248 ecoder-1566332330.

### Maintenance

Brenntag - ordered (4) 150 lb. bottles of cl2 for clear well on Gilbert Ln by JT 3-13-20.

402 W. Parsons - swept and cleaned up city yard pump room by AM,JT 3-17-20.

402 W. Parsons- had SCBA (self-contained breathing apparatus) air packs inspected by MES all passed by JT 3-27-20.

NE corner of Pyrite and Tuff Rd. - set 5/8 Neptune irrigation meter for DR Horton Homes meter id-39567887 ecoder-1565721648 by DD,JT 3-18-20.

Intermediate Storage Tank - replaced radio card on Scada at intermediate tank had weak signal sent to data flow to have checked out by JT,CD 3-20-20.

302 East Carrie Manor - empty lot -called for locates marked the work area with white paint will need to make a 4x1 water tap and set 5/8 water meter by FZ,JT 3-20-20.

Bell Farms subdivision on Bell Parkway St. -repaint faded fire hydrants red by FZ,AM 3-23-20.

Bell Farms subdivision on St. Mary Dr. -repaint faded fire hydrants red by FZ,AM 3-23-20.

Presidential Glen Phase 1 -repaint faded fire hydrants red by FZ,AM 3-24-20.

Llano St.- Handed out flyers to all residents on Llano St. to notify customers that water will be shut off on Friday 3-27-20 at 8am (work will take approx. 4hrs) so that contractors can install a Tee on the 6" water main to new wastewater treatment building at 748 Llano St.

### Inspections

Gregg Ln - 12" water main being installed by Sky Blue Utilities by JT 3-16-20 thru 3-31-2020.

## Monthly Wastewater March 2020

For the month of March, the Wastewater Department had 9 service calls, 20 repair jobs, 8 maintenance jobs and 2 inspections.

### Service Calls

11307 Brownsboro - foul smell reported by customer - checked clean outs on customer side and the city side all clear no clog on either side notified customer by FZ,CD 3-4-20.

13500 Arthur Vandenburg- customer ran over cap and lid with mower- replaced cap and lid to clean out by AM,JT 3-17-20.

101 W. Murray- sewer clog - main was clear - straighten up pole that protects manhole by RM,CD 3-17-20.

110 W. Burton St. - sewer clog -jetted city side city side was clear, replaced cap and lid also notified customer there is a sag on customer side service that causes it hold water by RM,CD,AB 3-16-20.

16308 Hamilton Point - sewer clog- jetted city side service and cleared also replaced cap and lid to clean out by JT,FZ,DD 3-24-20.

14418 Pebble Run - excavated where customer side meets city side no issues, we found on either side also ran jet machine 25 ft into main no issues notified customer to call city before calling plumber if it happens again by FZ,CD,VB 3-25-20.

16418 Hamilton Point- sewer clog- jetted line and cleared line, removed roots by JT

12901 Wedding Dr. - sewer clog - ran jet machine and unclogged city side service notified customer by JR 3-30-20.

### Repairs

509 N. Lockhart - replaced SDR 26 Cap and lid to clean out by FZ 3-4-20.

### Replaced Cap Lids to the following areas:

13205 Nelson Houser, 13224 Nelson Houser, 13228 Nelson Houser, 13309 Nelson Houser, 15513 Nelson Houser, 20000 Woodrow Wilson, 20009 Woodrow Wilson, 19208 Ellary, 19216 Ellary, 19709 Per Lange Pass, 13920 Charles Abraham, 13704 Charles Abraham, 14005 Mark Christopher, 14605 Jared Argo, 14117 Jared Argo, 13817 Sherry Berry, 16308 Hamilton Point, - CD,VB 3-23-20

12844 St. Mary Dr.- repaired wastewater service connection where the city side meets the customer side also installed new clean out cap and lid by FZ,CD,DD 3-25-20.

302 East Carrie Manor-made a new 8x6 wastewater tap, ran a new service line and set a clean out on the property line by FZ,CD,AB 3-31-20.

## **Maintenance**

WWTP- grease sand filter bridge by JR 3-5-20.

WWTP- ordered box of 500 3ml pipets for sampling at wwtp by JT 3-10-20.

Air filters INC.- ordered Air Filter for blowers at Wastewater plant -part #cyl M5-0477 by JT 3-18-20.

Presidential Heights Lift Station - replaced RTU box antenna was bad due to storm sent antenna to Data flow to have repaired by JT,CD 3-20-20.

Wildhorse Creek Lift Station - pulled pump number 2 stopped up- cleaned rags from pump pump number 2 back in operation by CD,AB 3-23-20.

302 East Carrie Manor - empty lot -called for locates marked work area with white paint will need to make a 6" wastewater tap for by FZ,JT 3-20-20.

Brenntag- ordered 6 150 lbs. cl2 bottles for Wilbarger plant by JT 3-23-20.

WWTP- changed out cl2 bottle number 1 by RM,JR 3-30-20.

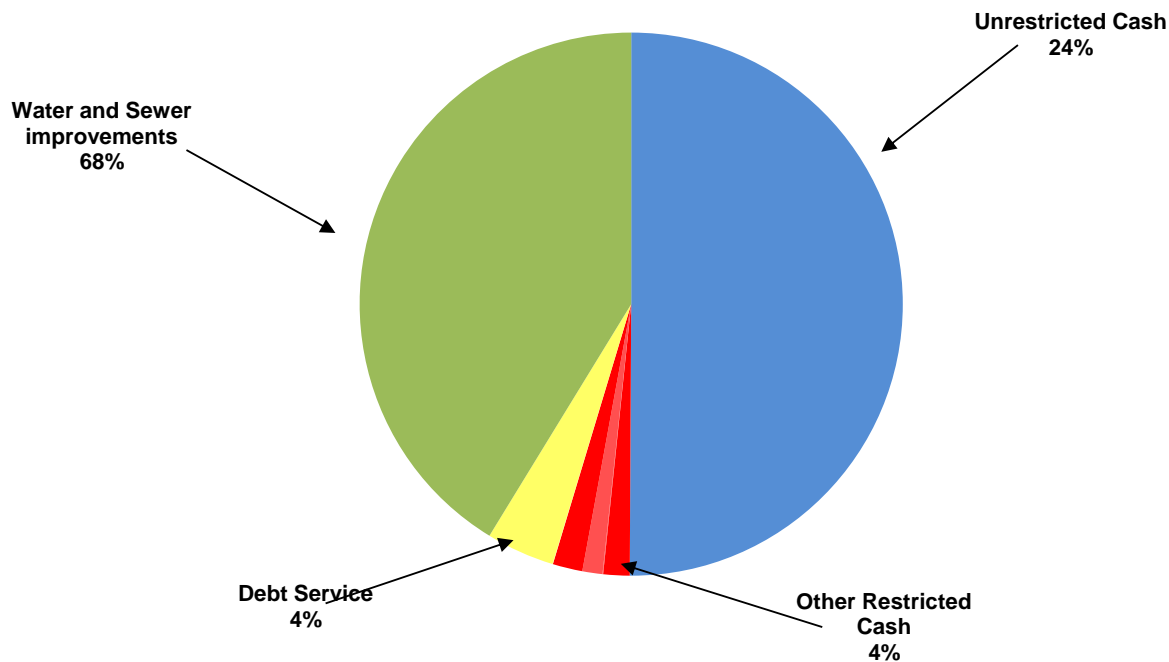
## **Inspections**

Presidential Heights Phase 5 - inspect clean outs by Cash construction by JT 3-17-20.

Presidential Heights Phase 5- walk thru inspection - inspect all manholes by JT,CD,3-31-20.

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of March, 2020**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
<b>CASH AND INVESTMENTS</b>						
Unrestricted:						
<b>Cash for operations</b>	\$ 10,595,895	\$ 7,954,825			\$ -	\$ 18,550,720
Restricted:						
<b>Tourism</b>				579,774		579,774
<b>Court security and technology</b>	13,528					13,528
<b>Rose Hill PID</b>				443,550		443,550
<b>Customer Deposits</b>		657,538				657,538
<b>Park</b>	8,911					8,911
<b>Debt service</b>			1,503,266			1,503,266
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		6,777,752		8,502,501		15,280,253
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 10,618,334</b>	<b>\$ 15,390,115</b>	<b>\$ 1,503,266</b>	<b>\$ 9,525,824</b>	<b>\$ -</b>	<b>\$ 37,037,539</b>



**Overview of funds:**

\$100,248.30 sales tax collected  
 GF is in a favorable status.  
 UF is in a favorable status  
 DSF is in a favorable status  
 CIP Fund is in a favorable status



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: April 15, 2020

PREPARED BY: Pauline M. Gray, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award of a construction contract for the 2019 Cap Metro Paving Improvements project.

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### BACKGROUND/SUMMARY:

Street Reconstruction and Resurfacing Including: Excavation, Subgrade Preparation, Flex Base, Paving Fabric and Hot Mix Asphalt Concrete in selected areas.

PRESENTATION: ☒ YES ☐ NO

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

Letter of award recommendation

bid tabulation

Agreement

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council award a construction contract to Smith Paving, Inc. in the amount of \$249,255.00 for all BASE BID work.

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

**JAY ENGINEERING COMPANY, INC.**  
**P.O. Box 1220 (512) 259-3882**  
**Leander, TX 78646 Fax 259-8016**  
*Texas Registered Engineering Firm F-4780*

April 8, 2020

Honorable Dr. Larry Wallace, Jr., Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: 2019 Paving Improvements  
Letter of Award Recommendation

Dear Mayor Dr. Larry Wallace, Jr.:

Bids were publicly opened online via a Zoom Meeting on April 7, 2020 for the above-referenced project. As reflected on the attached Bid Tabulation four (4) bids were submitted for the project. The lowest, responsive, responsible bidder is Smith Paving, Inc. We have contacted this bidder and confirmed he wants the contract at the amount bid.

The low bid for All Base Bid and Alternate bids A and B work items was above the project budget. Following consultation with City Staff, the Base Bid portion of the project was determined to be within a fundable range.

Our office has initiated an evaluation and verification of contractor references, however due to the short turnaround time between the bid opening and the City Council meeting our evaluation has not been completed. We recommend the City award a construction contract to Smith Paving, Inc. in the amount of \$249,255.00 for all BASE BID work, with final amounts dependent on the actual installed quantities contingent upon a satisfactory qualification evaluation.

We have prepared a Notice of Award and Agreement for execution by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within one hundred twenty (120) calendar days excluding any justified delays. Please call if you should have any questions in this regard.

Sincerely,

Pauline M. Gray, P.E.

PMG/s

Enclosure

PN: 100-082-20

Item	Description	Unit	Quantity	Smith Paving Inc.	Total	Diamond X Contracting , Inc.	Total	Alpha Paving Industries LLC	Total	PGC	Total
Base Bid											
Base Bid Items - La Grange from Murray to Eggleston											
1	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	EA	7	\$650.00	\$4,550.00	\$380.00	\$2,660.00	\$200.00	\$1,400.00	\$650.00	\$4,550.00
2	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard	SY	4100	\$7.75	\$31,775.00	\$4.00	\$16,400.00	\$7.00	\$28,700.00	\$11.00	\$45,100.00
3	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	CY	4100	\$12.90	\$52,890.00	\$19.00	\$77,900.00	\$10.00	\$41,000.00	\$32.00	\$131,200.00
4	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	SY	4100	\$18.75	\$76,875.00	\$24.00	\$98,400.00	\$40.00	\$164,000.00	\$24.00	\$98,400.00
5	1-1/2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	SY	3924	\$12.25	\$48,069.00	\$12.00	\$47,088.00	\$20.00	\$78,480.00	\$15.00	\$58,860.00
6	Wastewater Manhole Adjustment (18" max.,) complete and in place,per Each.	EA	3	\$1,800.00	\$5,400.00	\$1,400.00	\$4,200.00	\$2,500.00	\$7,500.00	\$2,200.00	\$6,600.00
7	Traffic Control Plan and controls, complete and in place, per Lump Sum.	LS	1	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00
8	Project Sign including posts, installation and removal, complete and in place per Each.	EA	2	\$1,500.00	\$3,000.00	\$525.00	\$1,050.00	\$1,500.00	\$3,000.00	\$1,150.00	\$2,300.00
9	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	SY	3924	\$4.00	\$15,696.00	\$11.00	\$43,164.00	\$8.00	\$31,392.00	\$12.00	\$47,088.00
10	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	EA	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$505.00	\$505.00
Sub Totals					\$249,255.00		\$305,362.00		\$361,972.00		\$444,603.00
Grand Total					\$249,255.00		\$305,362.00		\$361,972.00		\$444,603.00



Item	Description	Unit	Quantity	Smith Paving Inc.	Total	Diamond X Contracting , Inc.	Total	Alpha Paving Industries LLC	Total	PGC	Total
Alternate Bid A - Burnet from Rector to Murray											
1-A	12" Flex Base, including moisture treatment and compaction, complete and in place, per Square Yard	SY	1500	\$18.75	\$28,125.00	\$24.00	\$36,000.00	\$40.00	\$60,000.00	\$24.00	\$36,000.00
2-A	Excavation of existing street to subgrade, including disposal, as measured in its original location, complete and in place per Cubic Yard.	CY	1500	\$12.90	\$19,350.00	\$19.00	\$28,500.00	\$10.00	\$15,000.00	\$32.00	\$48,000.00
3-A	6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place per Square Yard	SY	1434	\$7.75	\$11,113.50	\$4.00	\$5,736.00	\$7.00	\$10,038.00	\$11.00	\$15,774.00
4-A	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	SY	1434	\$4.00	\$5,736.00	\$11.00	\$15,774.00	\$8.00	\$11,472.00	\$12.00	\$17,208.00
5-A	1-1/2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	SY	1434	\$14.75	\$21,151.50	\$15.00	\$21,510.00	\$20.00	\$28,680.00	\$15.00	\$21,510.00
6-A	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	EA	2	\$650.00	\$1,300.00	\$380.00	\$760.00	\$200.00	\$400.00	\$650.00	\$1,300.00
7-A	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	EA	3	\$3,000.00	\$9,000.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$505.00	\$1,515.00
Sub Totals					\$95,776.00		\$112,780.00		\$130,090.00		\$141,307.00
Alternate Bid B - San Marcos from Brenham to Railroad Tracks											
1-B	Geotextile Paving Fabric, including asphalt binder, complete and in place per Square Yard.	SY	2539	\$4.00	\$10,156.00	\$11.00	\$27,929.00	\$8.00	\$20,312.00	\$12.00	\$30,468.00
2-B	HMAC (Type D) Level Up as compensation for all required level up on project, complete and in place, per Ton.	TON	339	\$135.00	\$45,765.00	\$130.00	\$44,070.00	\$200.00	\$67,800.00	\$180.00	\$61,020.00
3-B	1-1/2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	SY	2539	\$12.25	\$31,102.75	\$12.00	\$30,468.00	\$20.00	\$50,780.00	\$14.00	\$35,546.00
4-B	12" Single White Stop Sign Bars, Type 1 (Thermo) complete and in place per Each	EA	3	\$650.00	\$1,950.00	\$380.00	\$1,140.00	\$200.00	\$600.00	\$650.00	\$1,950.00
5-B	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	EA	7	\$2,800.00	\$19,600.00	\$1,500.00	\$10,500.00	\$1,500.00	\$10,500.00	\$505.00	\$3,535.00
Sub Totals					\$108,573.75		\$114,107.00		\$149,992.00		\$132,519.00
Grand Total - Alternte Bids					\$204,349.75		\$226,887.00		\$280,082.00		\$273,826.00

## AGREEMENT

STATE OF TEXAS                    )(

COUNTY OF TRAVIS                )(

THIS AGREEMENT, made and entered into this 15th day of April AD 2020, by and between the City of Manor, Texas, a general law city and municipal corporation, with principal offices located at 105 E. Eggleston St., Manor, Texas 78653, hereinafter termed OWNER, or CITY and Smith Paving, Inc., a corporation with principal offices located at 10306 Brodie Lane, Austin TX 78748, hereinafter termed CONTRACTOR.

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

### **2019 CAP METRO PAVING IMPROVEMENTS FOR THE CITY OF MANOR, TEXAS**

#### **FOR ALL BASE BID WORK**

and all extra work in connection therewith, under the terms as stated in the Contract Documents and at CONTRACTOR's own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete 2019 PAVING IMPROVEMENTS (the "Project" or "Work"), in accordance with the Contractor's Proposal, Instructions to Bidders, Special Provisions, Supplementary Conditions, General Conditions, Performance bond, Payment bond, Drawings, Plans and Technical Specifications and other drawings and printed or written explanatory matter thereof, and the addenda therefore, as prepared by Jay Engineering Company, Inc. herein entitled the ENGINEER, and approved by the OWNER, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents").

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete all work within One-hundred twenty (120) calendar days after the date specified in the written Notice To Proceed.

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

The OWNER agrees to pay the CONTRACTOR, for satisfactory performance of this Agreement, in current funds the price or prices shown in the Contractor's Proposal, which forms a part of this contract, such payments to be subject to proper completion of the contract, in the total amount of \$249,255.00 (TWO HUNDRED FORTY-NINE THOUSAND TWO HUNDRED AND FIFTY-FIVE DOLLARS) subject to proper additions and deductions (the "Contract Amount"), all as provided in the General Conditions of this Agreement. The financial obligations of the City under this Agreement shall be paid from current funds and shall be subject to funds being appropriated and budgeted in sufficient amounts to satisfy such obligations.

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

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

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

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

EXECUTED on the latest date of the signatories indicated below

OWNER

CONTRACTOR

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

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

Title: Mayor, City of Manor

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary, City of Manor

\_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Development Agreement for the Design and Construction of Water and Wastewater Line Improvements.

**BACKGROUND/SUMMARY:**

This Development Agreement with IDEA Public Schools for consideration by the City Council provides for provisions regarding cost participation and reimbursement for the design and construction of offsite water and wastewater improvements; a transfer agreement for water service from Manville Water Supply Corporation to the City; concurrent plat review; and restrictions regarding access to the property during school hours.

**PRESENTATION:** ☐ YES ☒ NO

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

Development Agreement

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the Development Agreement for the Design and Construction of Water and Wastewater Line Improvements.

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

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**DEVELOPMENT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF  
WATER AND WASTEWATER LINE IMPROVEMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Development Agreement for the Design and Construction of Water and Wastewater Line Improvements (this "**Agreement**") is made by and between the **CITY OF MANOR, TEXAS** (the "**City**") and **IDEA Public Schools** (the "**Developer**").

**WHEREAS**, the Developer is the owner of that certain 13.189-acre tract located in Travis County, Texas being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "**Property**");

**WHEREAS**, the Developer plans to construct a public charter school facility on the Property (the "**Project**");

**WHEREAS**, offsite water and wastewater improvements are required to serve the Project;

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

**WHEREAS**, the Developer will pay for the cost of designing and constructing the improvements to a size needed to serve the Project, and the City will cost participate in the cost of any oversizing of the improvements as provided herein;

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

**Article I. Recitals Incorporated; Effective Date; Term; Termination**

**1.01. Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

**1.02. Effective Date and Term.** This Agreement shall become effective as of \_\_\_\_\_ (the "**Effective Date**"). Unless earlier terminated as provided herein, the term of this Agreement shall expire ten (10) years after the Effective Date.

**1.03. Termination.** The parties further mutually agree that this Agreement shall be in full force and effect upon the Effective Date, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances, after expiration of the cure period set forth in Section 11.01.

**Article II. Construction and Funding of the Utility Project**

## **2.01. Construction and Funding of the Utility Project.**

- (a) The Developer shall fund, finance, and pay for the cost of designing and constructing the water and wastewater improvements comprising the Utility Project (defined herein) as provided in this Agreement; provided that the City shall pay the cost of constructing any Oversized Component (as defined below) of the wastewater improvements as provided herein if the City elects to oversize the wastewater improvements and subject to reimbursement as provided in Section 4.07 and Impact Fee (defined herein) collection in Article V.
- (b) The City shall design construction plans for the water and wastewater improvements, and construct or cause the water and wastewater improvements to be constructed, as provided herein.

## **Article III. Utility Commitment (Water)**

**Section 3.01. Utility Commitment (Water).** In addition to the terms and conditions contained in Article IV, the City and the Developer hereby agree as follows:

- (a) The City shall submit to Manville Water Supply Corporation (“**Manville**”) a Water Service Transfer Agreement between the City and Manville (the “**Transfer Agreement**”) for the Property to transfer water service for the Property from Manville’s CCN to the City’s CCN ten (10) days after the deposit for consulting services is received by the City from the Developer in accordance to a deposit agreement being entered between the City and the Developer; and shall thereafter diligently pursue the execution of the Transfer Agreement by Manville. The Developer shall be responsible for any and all costs associated with obtaining the execution of the Transfer Agreement.
- (b) Upon Manville executing the Transfer Agreement, the City hereby agrees to execute the Transfer Agreement and within ten (10) days of receipt of the fully executed Transfer Agreement submit the Transfer Agreement to the Public Utility Commission of Texas (the “**PUC**”). After submittal to the PUC, the City shall thereafter diligently pursue obtaining the final approval from the PUC so that the City may provide water utility service to the Property. The Developer shall be responsible for any and all costs associated with the processing of the Transfer Agreement with the PUC in order for the City to provide water utility service to the Property.

## **Article IV. Developer’s Water and Wastewater Utility Projects**

### **4.01. Wastewater Improvements.**

- (a) The “**Wastewater Improvements**” are hereby defined as follows: (1) the design and construction of an 8-inch wastewater line, being approximately 2,500 linear feet and including associated wastewater manholes, from the north east corner of the Facility, southward to the point of connection with the existing public wastewater forced main line and (2) the design and construction of an 12-inch wastewater line, being approximately

705 linear feet and including associated wastewater manholes (replacing an existing 10" forced main line), from northeast corner of the intersection of F.M. 973 and Suncrest Road, southward to the point of connection with the existing 15-inch public wastewater gravity main line along a route approved by the City's civil engineer (the "**City Engineer**"), generally shown on **Exhibit "B"** (collectively, the "**Wastewater Line Project**").

- (b) The Utility Project consists of the Wastewater Improvements and the Oversized Component (if the City elects to oversize the wastewater improvements. The Wastewater Improvements shall include the appurtenances necessary for the Utility Project to function efficiently to provide service to the Project, and are generally shown on **Exhibit "B"**.
- (c) The Oversized Component consists of the oversizing of the wastewater line from an 8-inch line to a 12-inch line or from a 12-inch line to a 15-inch line (as applicable, the "**Oversized Component**").
- (d) After completion and acceptance of the Wastewater Line Project, the City will own and operate the Wastewater Line Project, at the sole cost and expense of the City.

#### **4.02. Water Improvements.**

- (a) The "**Water Improvements**" are hereby defined as follows: the design and construction of a 12-inch water line, being approximately 1,930 linear feet, from the southeast corner of the intersection of Tower Road and F.M. 973 to the southwest corner of the Facility, along a route approved by the City Engineer, generally shown on **Exhibit "C"** (the "**Water Line Project**").
- (b) The Utility Project also consists of the Water Improvements. The Water Improvements shall include the appurtenances necessary for the Utility Project to function efficiently to provide domestic, irrigation, and fire protection service to the Project, and is generally shown on **Exhibit "C"**.
- (c) Subject to Article III, after completion and acceptance of the Water Line Project, the City will own and operate the Water Line Project, at the sole cost and expense of the City.

**4.03. Standards for Utility Project.** The Wastewater Line Project or a phase thereof and the Water Line Project or a phase thereof shall be referred to collectively as the "**Utility Project**". Developer shall fund, and pay for the design, construction and installation of the Utility Project in accordance with this Agreement, the approved construction plans, applicable local, state, and federal regulations, and good design and engineering practices, subject to applicable reimbursement as set forth herein. The Utility Project may be constructed in one or more phases. Developer shall obtain City acceptance of the Utility Project in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance for each phase of the Utility Project when completed. The Developer shall be entitled to water and wastewater Impact Fee Rebates (defined herein) and if applicable City Cost Participation as provided in Section 4.10 and Article V, subject to the provisions and limitations set forth in this Agreement.

**4.04. Utility Project Engineer.** The City Engineer shall serve as the Utility Project engineer and shall prepare the design, construction plans and specifications, and supporting documentation for the Utility Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement (“**Utility Project Engineer**”). The Utility Project Engineer will work to obtain the timely review and approval by Developer and the Director of Development Services of the design, plans, specifications and construction of the Utility Project or a phase thereof. The City shall obtain City Council approval of the Reimbursable Costs (defined herein) of the Utility Project or a phase thereof (defined in Section 4.08) before work is commenced on the Utility Project. City shall be responsible for ensuring that the Utility Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to the Utility Project Engineer herein.

**Section 4.05. Design Phase.**

- (a) The design costs for the Utility Project shall be the reasonable and approved total cost of designing the Utility Project based on the sum of the following: (1) Engineering fees relating to the design and completion of construction plans for the Utility Project and producing bidding documents; (2) fees related to surveying, geotechnical, and environmental services required to produce plans and specifications for the Utility Project; and (3) any other necessary and reasonable out-of-pocket costs expended by the City and in connection with the design and completion of construction plans for the Utility Project; provided that all such sums and amounts shall be reasonable and necessary, documented, and charged at the same rates charged to the City (collectively, the “**Design Costs**”).
- (b) The Utility Project Engineer shall prepare an estimate of the costs of designing the Utility Project (excluding the Oversized Component), which estimate shall include the costs set forth in Section 3.05(a) (the “**Opinion of Design Cost**”). The Developer shall deposit the amount of funds set forth in the Opinion of Design Cost in an escrow account of the City within ten (10) business days of receipt of the Opinion of Probable Design Cost, which funds shall be used by the City solely for the costs of designing the Utility Project (the “**Design Deposit**”). Any design costs related to the Oversized Components shall be the financial responsibility of the City and are not to be included within the Opinion of Design Cost and the Design Deposit shall not be used towards such cost.
- (c) The City shall cause the Utility Project Engineer to prepare the construction plans for the Utility Project, and shall submit the plans to the Developer’s engineer for review and comment; provided that the Utility Project Engineer will not begin work until the Design Deposit is deposited with the City.
- (d) If the actual Design Costs exceed the Design Deposit, the Developer shall post the deficiency between the Design Deposit and the Design Costs in the escrow account within ten (10) business days of notice by the City, and shall otherwise be responsible for any deficiencies between the Design Deposit and the actual cost of designing the Utility Project. Any funds the Developer posts for Design Costs that exceed the actual cost of designing the Utility Project shall remain in escrow until the construction plans for the Utility Project are completed and accepted by the City, at which time the balance shall be promptly refunded to the Developer. Notwithstanding the foregoing, if at any point Design



Costs are expected to exceed the Design Deposit by more than ten percent (10%), the City must provide written notice to Developer that includes a detailed accounting of such cost overrun.

- (e) During the Design Phase, the City shall identify any easements on the Developer's property required to be conveyed to the City for the Utility Project. The Developer shall convey to the City at no cost to the City the easements reasonably required for the Utility Project and to the extent possible, free and clear of all liens and encumbrances, within thirty (30) days of written request by the City, using forms acceptable to the City.
- (f) During the Design Phase, the City shall identify any easements outside of the Developer's property required to be conveyed to the City for the Utility Project. The Developer shall convey to the City at no cost to the City the easements reasonably required for the Utility Project free and clear of all liens and encumbrances. If Developer is unable to obtain an easement necessary for the Utility Project, Developer shall notify the City within thirty (30) days that the easement was not obtained and the City will determine whether to use condemnation proceedings to obtain the easement needed. If the City proceeds with condemnation proceedings to obtain the easement needed for the Utility Project, Developer shall be responsible for all costs associated with the easement acquisition.

**4.06. Bidding of the Utility Project.** The City will advertise the Utility Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The Utility Project will be advertised for bids as follows: (a) with an alternate bid being required for an 8-inch and 12-inch Wastewater Line ("**Wastewater Line Base Bid**") together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line; (b) with an alternate bid being required for 12-inch and 15-inch Wastewater Line ("**Wastewater Line Alternate Bid #1**") together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line; (c) with an alternate bid being required for a 12-inch Water Line ("**Water Line Base Bid**") together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line; and (d) with an alternate bid being required for a 16-inch Water Line ("**Water Line Alternate Bid #1**") together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line. The Utility Project Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. City will provide the Developer with copies of the bids once they are opened. The contract for construction of the Utility Project shall be awarded to the lowest and best bidder based on any qualifications defined in the bid documents; provided that the City shall retain the discretion to reject any and all bids. The City shall consult with the Developer on its reasons for rejecting bids.

#### **4.07. Utility Project Costs.**

- (a) The Developer shall be responsible for paying the costs of constructing the Utility Project as and when they become due and for the acquisition of any easements required for the Utility Project. The City shall reimburse the Developer for (i) one-half (1/2) of the cost of

the Wastewater Line Project, and (ii) one-half (1/2) of the cost of the Water Line by payment of Water and Wastewater Impact Fees as provided in Article V; and (iii) one hundred percent (100%) of the cost of constructing the Oversized Component by payment of a lump sum upon completion and acceptance of the Utility Project to the Developer as provided in Section 4.10 and Article V (the “**Reimbursement Amount**”).

- (b) The cost of constructing the Oversized Components shall be established by the difference between Wastewater Line Alternate Bid #1 and Wastewater Line Base Bid, and the difference between Water Line Alternate Bid #1 and Water Line Base Bid. The sum of the Developer’s Utility Project costs and the City’s Utility Project costs shall be referred to as the “**Utility Project Construction Costs**”.
- (c) The Utility Project Construction Costs shall be the reasonable and approved total cost of the Utility Project based upon the sum of the following:
  - i. the hard construction costs;
  - ii. surveying costs;
  - iii. the cost of soils and materials testing;
  - iv. engineering and legal fees relating to the Utility Project;
  - v. all advertising and other costs associated with public bidding and award of construction contracts; and
  - vi. any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the Utility Project, including the cost of funds and the cost of any necessary land and rights-of-way located outside the boundaries of the Property;

provided (i) that all such sums and amounts shall be reasonable and necessary and documented to and approved by the City upon completion and (ii) final acceptance of the Utility Project by the City for the purposes of determining the final amount of the agreed payment to be made to the Developer as hereinafter provided.

**4.08. Reimbursable Costs.** The “**Reimbursable Costs**” for the Utility Project, shall be:

- (a) The Reimbursable Costs for the Wastewater Line Project, which shall be the difference between the dollar amount of the approved bid for Wastewater Line Base Bid and the dollar amount of the approved bid for the Wastewater Line Alternate Bid #1; and
- (b) The Reimbursable Costs for the Water Line Project, which shall be the difference between the dollar amount of the approved bid for Water Line Base Bid and the dollar amount of the approved bid for the Water Line Alternate Bid #1; and

provided that all such sums and amounts shall have been (i) approved by the City Council prior to the City commencing work on the bid Utility Project and (ii) paid by Developer and (iii) are reasonable, necessary and documented to and approved by the Utility Project Engineer and

Director of Development Services, or the City Council, as applicable. Developer shall not receive or be entitled to receive any rebates or reimbursements for any of the costs attributable to any portion of the Utility Project that is not attributable to the Oversized Components and installed and constructed by City, except as set forth in Article V.

**4.09. Construction Plan Review and Inspection Fees.** The City's construction plan review and inspection fees will not be applied to the portion of construction costs for the Utility Project that constitutes the Reimbursable Costs for the Utility Project.

**4.10. City Cost Participation.** If the City elects to proceed with the construction of the Wastewater Line Alternate Bid #1 and or Water Line Alternate Bid #1 pursuant to Section 4.06, then the City will pay the Reimbursable Costs for the Wastewater Line Project and or Water Line Project oversizing as follows: Reimbursable Costs for the Wastewater Line and or Water Line oversizing as provided in subsection 4.08(a) and/or (b), respectively shall be paid by the City in lump sum payment within thirty (30) days after the completion and acceptance of the Utility Project. The City's cost participation described in this Section 4.10 is herein referred to as the "**City Cost Participation Amount**".

## **Article V. Collection and Payment of Impact Fees**

**5.01 Developer's Payment of Impact Fees.** Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service or wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**") and wastewater impact fee (the "**Wastewater Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and Wastewater Impact Fee are referred to collectively as the "**Impact Fees**." The Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

### **5.02. Impact Fee Rebates.**

- (a) Subject to Article I and the terms and provisions of this Agreement, the Developer shall receive a rebate of that portion of each Impact Fee received by City for the provision of water and wastewater service to each lot or building site served by the Utility Project equal to fifty percent (50%) of each Impact Fee, until the earlier to occur of (1) the Developer receiving rebates of Impact Fees equal to the Reimbursement Amount; or (2) termination of this Agreement (each being an "**Impact Fee Rebate**" and collectively the "**Impact Fee Rebates**"). For Impact Fee Rebate purposes, "**served by**" shall be defined as anyone connected directly along the section of the Wastewater Line installed as part of the Utility Project; and anyone connected directly along the section of the Water Line installed as part of the Utility Project. The payments shall be made on or before the 15<sup>th</sup> day of each April,

July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Utility Project, whichever is greater, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees of \$4,647 for the connection of each of four LUEs to the Water Line and Wastewater Line in November and December 2020, then, in that event, on or before the 15<sup>th</sup> day of January 2021, the City will rebate to the Developer (or its assignee) an amount equal to fifty percent (50%) of those Impact Fees.

- (b) If, for any reason, the City fails to or is prevented from collecting Impact Fees for each lot or building site served by the Wastewater Line of at least \$2,380.00, then the City shall take all reasonable steps to collect a fee equal to the difference between \$2,380.00 and the amount of the Impact Fees actually collected for each lot or building site served by the Utility Project on the earlier of the application for a building permit or a request for water service for the lot or site as a contribution to the costs of the extension of City wastewater service to the property served by the Utility Project (the “**Service Fee**”); provided that doing so is legally authorized. The Developer shall be entitled to a rebate of the Service Fee on the same terms and conditions that it would have otherwise been entitled to a rebate of the Impact Fee under Section 5.02 (a) and (b) hereof.
- (c) Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating any portion of the Impact Fees collected for lots or building sites served by the Utility Project on the earlier of: (i) the date that the Developer, its grantees, successors and assigns, has been paid Impact Fees in an amount equal to the Reimbursement Amount; or (ii) termination of this Agreement. The City at any time at its sole discretion may pay the Developer the balance of the Reimbursement Amount from other funds available to the City. The Developer shall not receive any Impact Fee Rebates until the Utility Project is completed and accepted by the City.

**5.03. Escrow Account.** Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Impact Fees (the “**Impact Fee Escrow Account**”). The City will deposit into the Impact Fee Escrow Account fifty percent (50%) of the Impact Fees paid to and received by the City for connections listed in this Article. The Impact Fee Escrow Account will be held by the City and the Impact Fee Rebates will be disbursed to Developer from the Impact Fee Escrow Agreement as provided in this Agreement. Payments of Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Utility Project.

**5.04. Payment of Rebates.** Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15<sup>th</sup> day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have been paid Impact Fees, or a combination of

Impact Fee Rebates and one or more payments from the City, in an amount equal to the Reimbursable Costs of the Utility Project.

## **Article VI. Payment of Utility Project Costs**

### **6.01. Payment of Utility Project Construction Costs.**

- (a) Within seven (7) days of the opening of the bids, the Developer shall deliver an amount equal to the Utility Project Construction Costs (the “**Developer’s Deposit**”) to the City. The City shall hold the Developer’s Deposit in a separate account, in trust for the Developer and will be used solely to pay sums coming due for the Developer’s Utility Project Costs under this Agreement.
- (b) The City will enter into the construction contract for the Utility Project after the City receives the Developer’s Deposit. After entering into the construction contract, the City shall cause the Utility Project to be constructed within the timeframes set forth in the construction contract for the Utility Project, subject to extensions and force majeure as provided therein.
- (c) The Utility Project Engineer will monitor and confirm the percentage of completion of the Utility Project existing from time to time. The Utility Project Engineer will provide the City and the Developer with monthly construction status reports.
- (d) If the actual Utility Project Construction Costs exceed the Developer’s Deposit, the Developer shall post the deficiency between the Design Deposit and the Design Costs in the escrow account within ten (10) business days of notice by the City, and shall otherwise be responsible for any deficiencies between the Developer’s Deposit and the actual cost of constructing the Utility Project. Any funds the Developer posts for Utility Project Construction Costs that exceed the actual cost of constructing the Utility Project shall remain in escrow until the construction plans for the Utility Project are completed and accepted by the City, at which time the balance shall be promptly refunded to the Developer.
- (e) Concurrently with the City’s receipt of a payment request from the contractor for the Utility Project, the City will either deliver or cause the contractor to deliver to the Developer a copy of the payment request as submitted (each, a “**Payment Request**”). In order to make any progress payment from the Developer’s Deposit, the City must deliver or cause to be delivered to the Developer: (i) a copy of the Payment Request that includes a statement of the percentage of construction of the Utility Project completed to the date of the Contractor’s Payment Request (the “**Completion Percentage**”) and has been approved by the City and the Utility Project Engineer (each, an “**Approved Draw Request**”); and (ii) an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Utility Project (each, a “**Waiver and Release**”). The Approved Draw Request, the Certification, and the Waiver and Release shall be delivered to the Developer no later than ten (10) days after delivery of the Payment Request. Payment Requests may not be submitted more frequently than monthly. Within thirty (30) days of the delivery of each Payment Request, and contingent upon the City’s

delivery of the Approved Draw Request and Waiver and Release within that thirty (30) day period, the City shall pay the Approved Draw Request using the Developer's Deposit, less retainage and any other amounts allowed to be withheld under the construction contract. The Developer may dispute a Payment Request by giving written notice to the City and the Utility Project Engineer of the amount of the Payment Request disputed and the specific basis for the dispute within fifteen (15) days of receipt of the Payment Request; provided that a dispute will only be permitted if the Developer in good faith, alleges that the work covered by the Draw Request has not been completed in accordance with the applicable construction contract or there is a default by the contractor under the construction contract in question, and the City shall pay any amount that is not in dispute. The parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

- (f) Any change orders will be subject to approval by the City and the Developer before work contemplated by the change order begins, unless the change order is required by an emergency. The Developer will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the Utility Project Engineer will promptly update the budget and provide a copy of the update to the City and the Developer. The Developer shall deposit the amount of the change order with the City within ten (10) days of written request by the City.
- (g) Notwithstanding anything in the foregoing to the contrary, if Utility Project Construction Costs are increased due to cost overruns, change orders or unknown circumstances, the Reimbursement Amount shall be adjusted accordingly.

## **Article VII. Additional Agreements and Performance**

### **7.01. The City hereby agrees:**

- (a) to coordinate with the Utility Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Utility Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Utility Project as obtained for and on behalf of the City by the Utility Project and Developer, as appropriate;
- (c) during the course of the Utility Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Utility Project in a timely manner; and to approve the Utility Project in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Utility Project as constructed, to accept the Utility Project as part of the City's water and wastewater utility systems, as appropriate;
- (e) after City completes construction and accepts the Utility Project, the City will approve connections to the water system and the wastewater system, as appropriate, and provide

such services within the completed subdivision on the same terms and conditions as then provided within other areas of the City; and

- (f) to timely take such actions as necessary to comply with Chapter 395, Texas Local Government Code to make the Impact Fee Rebate payments.

**7.02. Developer hereby agrees:**

- (a) to review the plans and specifications for the Utility Project (including the estimated cost of the Utility Project), and to provide comments to the Utility Project Engineer as to any perceived error, defect or insufficiency prior to release of any such plans and specifications for bidding;
- (b) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees (subject to the other terms of this Agreement), except as otherwise provided by this Agreement; and
- (c) to pay to the City all legal fees incurred by the City in negotiating and drafting of this Agreement.

**Article VIII. Timeline of Events**

**8.01. Timeline of Events.** The design and construction of the Utility Project shall generally proceed in accordance with the schedule set forth in **Exhibit “D”**.

**Article IX. Development of the Project, Utility Project and Property**

**9.01. Development.** Except as modified by this Agreement, the Project, the Utility Project and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances. The Property, the Project and the Utility Project shall be developed in accordance with this Agreement, the approved development applications submitted hereunder, all applicable local regulations as modified by this Agreement, all applicable state and federal regulations, as amended from time to time, and good engineering practices. In the event of a conflict between the timing of events required by City ordinances and this Agreement, this Agreement shall control.

**9.02. Development Approvals.**

- (a) In addition to any other remedies set forth herein, if the Developer fails to make any payments required in this Agreement, the City may withhold development approvals for the Project until such payment has been made.

- (b) To support the overall schedule for the Utility Project, the Water Line and Wastewater Line Projects shall be considered a public/private joint project and shall not be considered as offsite improvements constructed by the Developer for the purposes of city code platting and permitting definition.
- (c) The Developer will be allowed to make submittals for and the City shall perform reviews of site plan and building permit documents prior to plat recordation, but the site plan and building permit shall not be approved until the plat has been recorded for the Project.
- (d) An application for a permit to include grading, utilities, and foundation may be submitted and considered by the City, and will be subject to the conditions described in the City's Code of Ordinances pertaining to Issuance of permit for part of work.

**Section 9.03. Traffic Impact Analysis.** Prior to the issuance of a site permit approval for the Project, Developer shall provide the City an approved Traffic Impact Analysis (a "TIA"), phasing agreements and approved driveway permits by the City of Manor, Texas Department of Transportation and Travis County, as may be applicable. The City shall have the right to withhold issuance of site permit approval until an approved TIA, executed phasing agreements and approved driveway permits are provided to the City by the Developer.

**Section 9.04. Property Gates and Parking.** For safety purposes and to prevent illegal parking in the surrounding areas, the Developer agrees that all outer gates on the Property used for ingress and egress to the Property shall be located and operated as follows and as more particularly described and depicted in **Exhibit "E"**: (i) outer and inner gates shall be opened beginning one (1) hour prior to the school starting time on days when the building facilities are used for school purposes; (ii) outer gates shall be opened beginning two (2) hours prior to the school ending time on days when the building facilities are used for school purposes; (iii) inner gates shall be opened to allow access to the full queue area one (1) hour prior to the school ending time on days when the building facilities are used for school purposes; and (iv) inner gates shall be located so that an early queuing area is provided for at least fifty percent (50%) of the total required queue length during pickup periods. Developer further agrees through a restrictive covenant instrument in a form agreed to by the City and attached as **Exhibit "F"** that a violation shall occur and penalties shall be assessed for each incident where gates do not remain unlocked during the time periods provided in this section. The restrictive covenant instrument shall be recorded in the county public records at the time the final plat is recorded.

**Section 9.05. Timing of Platting.**

- (a) The Developer agrees to waive the submission requirements of the City's Subdivision Ordinance and the City agrees to allow concurrent review of the concept plan, preliminary and final plat. City agrees to waive date submittal restrictions for the Project.
- (b) Upon each initial submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. Upon each resubmittal in response to comments, the City shall have thirty (30) days to provide additional comments. The City and/or City Engineer agree to respond to questions or



requests for comment clarifications in a timely manner so that accurate responses may be developed and the number of review cycles minimized.

- (c) After the City has determined the plats meet the minimum requirements of the City's Subdivision Ordinance, and any other applicable code or regulation, the plats will be heard before the applicable governing body for approval. Reviews of the plats may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's Subdivision Ordinance.
- (d) The plat will not be released for recordation until either the Developer's Deposit for the Utility Project is received or a letter of credit for the total amount of the Utility Project prior to any construction permit being issued, as determined by bid results or by the Utility Project Engineer's opinion of probable cost, is provided by the Developer.

#### **Article X. Assignment of Commitments and Obligations; Binding Agreement**

**10.01. Assignment.** The Developer's rights and obligations under this Agreement may be assigned in whole or part, to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer(s) assign all of their respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of developer status must be filed of record in the Official Public Records of Travis County, Texas in order to be effective. Any assignment of Developer's rights and obligations hereunder will not release Developer(s) of their respective obligations under this Agreement for the assigned portion of the Property until the City Council has approved the written assignment; provided, however, the City Council shall not unreasonably deny, delay, or condition its approval of the assignment. Notwithstanding the foregoing, the Developer may assign to a third party or otherwise encumber its rights to receive the City Cost Participation Amount, and Impact Fee Rebates without the approval of the City; provided Developer must notify the City of the assignment and any change in the name and address of the payee.

**10.02. Binding Obligations.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. A fully executed copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas within ninety (90) days after the Effective Date.

#### **Article XI. Default and Related Provisions**

**11.01. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of

one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

**11.02. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

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

**11.04. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**11.05. Force Majeure.**

- (a) The term "**force majeure**" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Article XII. Notices**

**12.01. Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor  
Attn: City Manager  
105 E. Eggleston  
Manor, Texas 78653  
Phone: (512) 272-5555  
Email: [tbolt@cityofmanor.org](mailto:tbolt@cityofmanor.org)

with copy to:

Paige H. Saenz  
The Knight Law Firm, LLP  
223 West Anderson Lane, Suite A105  
Austin, Texas 77852  
Phone: (512) 323-5778  
Email: [paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

Any notice mailed to the Developer shall be addressed:

IDEA Public Schools  
2115 W. Pike  
Weslaco, Texas 78596  
Attn: Wyatt J. Truscheit  
Phone: (956) 377-8046  
Email: [wyatt.truscheit@ideapublicschools.org](mailto:wyatt.truscheit@ideapublicschools.org)

with copy to:

Project Management Services, Inc.  
1822 W. Braker Lane, #81734  
Austin, Texas 78708  
Attn: Andrew Stanton  
Phone: (956) 212-3169  
Email: [astanton@pmsitx.com](mailto:astanton@pmsitx.com)

with copy to:

Hunton Andrews Kurth LLP  
600 Travis Street, Suite 4200  
Houston, TX 77002

Attn: Christopher D. Richardson  
Phone: (713) 220-4541  
Email: ChrisRichardson@huntonak.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

### **Article XIII. General Provisions**

#### **13.01. General Provisions.**

- (a) *Mutual Promises and Obligations.* The parties acknowledge the mutual promises and obligations of the parties expressed herein are good, valuable and sufficient consideration for this Agreement. The parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.
- (b) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas.
- (c) *Entire Agreement.* This Agreement represents the entire and integrated agreement between the City and Developer with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations or agreements, either written or oral.
- (d) *No Partnership or Joint Venture.* The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare. With respect to the construction of the Utility Project or any phase thereof and the payment of the Impact Fee Rebates and the City Cost Participation Amount, this Agreement is subject to Subchapter I, Chapter 271, Texas Local Government Code.
- (e) *No Third-Party Beneficiary Rights.* This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under

this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

- (f) *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) *Severability.* If any provision of this Agreement shall be held as a matter of law to be unenforceable, such unenforceability shall not affect the enforceability of the remainder of this Agreement.
- (h) *Interpretation; Terms and Dates.* References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.
- (i) *Signatory Warranty.* The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.
- (j) *Counterparts.* This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.
- (k) *Exhibits.* The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A – Property Description
- Exhibit B – Wastewater Line Project
- Exhibit C – Water Line Project
- Exhibit D – Schedule
- Exhibit E – Gate Location and Operation
- Exhibit F – Declaration Instrument

[Signature Pages Follow]

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

**CITY:**

**THE CITY OF MANOR**

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

Printed Name:\_\_\_\_\_

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

Date Executed:\_\_\_\_\_

**DEVELOPER:**

**IDEA PUBLIC SCHOOLS**, a Texas non-profit  
corporation

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

Printed Name: Wyatt Truscheit

Title: Chief Financial Officer

Date Executed: \_\_\_\_\_

**EXHIBIT “A”**  
**Property Description**

**[attached]**





## FIELD NOTES

### FOR

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 55.312 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN RECORDED IN DOCUMENT NO. 2000046321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 13.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

**BEGINNING** at a ½" iron rod found on a point in the east right-of-way line of F.M. 973, said point being the southwest corner of said Remnant Portion, same being the southeast corner of a called 9.173 acre tract conveyed to the State of Texas as F.M. 973, a variable width right-of-way recorded in Document No. 2002222872 of the Official Public Records of Travis County, Texas, also being a point in the north line of a Remnant Portion of a called 70.312 acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000058108 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE N 01°20'42" E**, with the west line of said Remnant Portion of a 55.312 acre tract, same being the east right-of-way line of said F.M. 973, a distance of **958.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner hereof;

**THENCE S 68°14'23" E**, departing the east right-of-way line of said F.M. 973, through the interior of said Remnant Portion of a 55.312 acre tract, at a distance of 121.53 feet passing an iron rod with cap marked "Property Corner" found at the southwest corner of a called 7.716 acre tract conveyed to John W. and Dee L. Brown in Volume 11955, Page 793 of the Real Property Records of Travis County, Texas, same being the northeast ell corner of said 55.312 acre tract, continuing with a north line of said 55.312 acre tract, same being the south line of said 7.716 acre tract, a total distance of **781.22 feet** to an iron rod with cap marked "Property Corner" found at the southeast corner of said 7.716 acre tract, same being an east corner of said 55.312 acre tract, also being a point in the west margin of Suncrest Road for the northeast corner hereof;

**THENCE S 20°10'09" W**, with the east line of said 55.312 acre tract, same being the west margin of said Suncrest Road, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found at the southeast corner of said 55.312 acre tract, same being the northeast corner of said Remnant Portion of a 70.312 acre tract for the southeast corner hereof;

**THENCE N 62°19'27" W**, departing the west margin of said Suncrest Road, with the south line of said 55.312 acre tract, same being the north line of said Remnant Portion of said 70.312 acre tract, a distance of **475.60 feet** to the **POINT OF BEGINNING** and containing 13.189 acres in Travis County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job Number 59033-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: November 4, 2016

JOB No.: 59033-16

DOC.ID.: H:\survey\SURVEY16\16-59033\Word\59033-16\_13.189Ac.docx

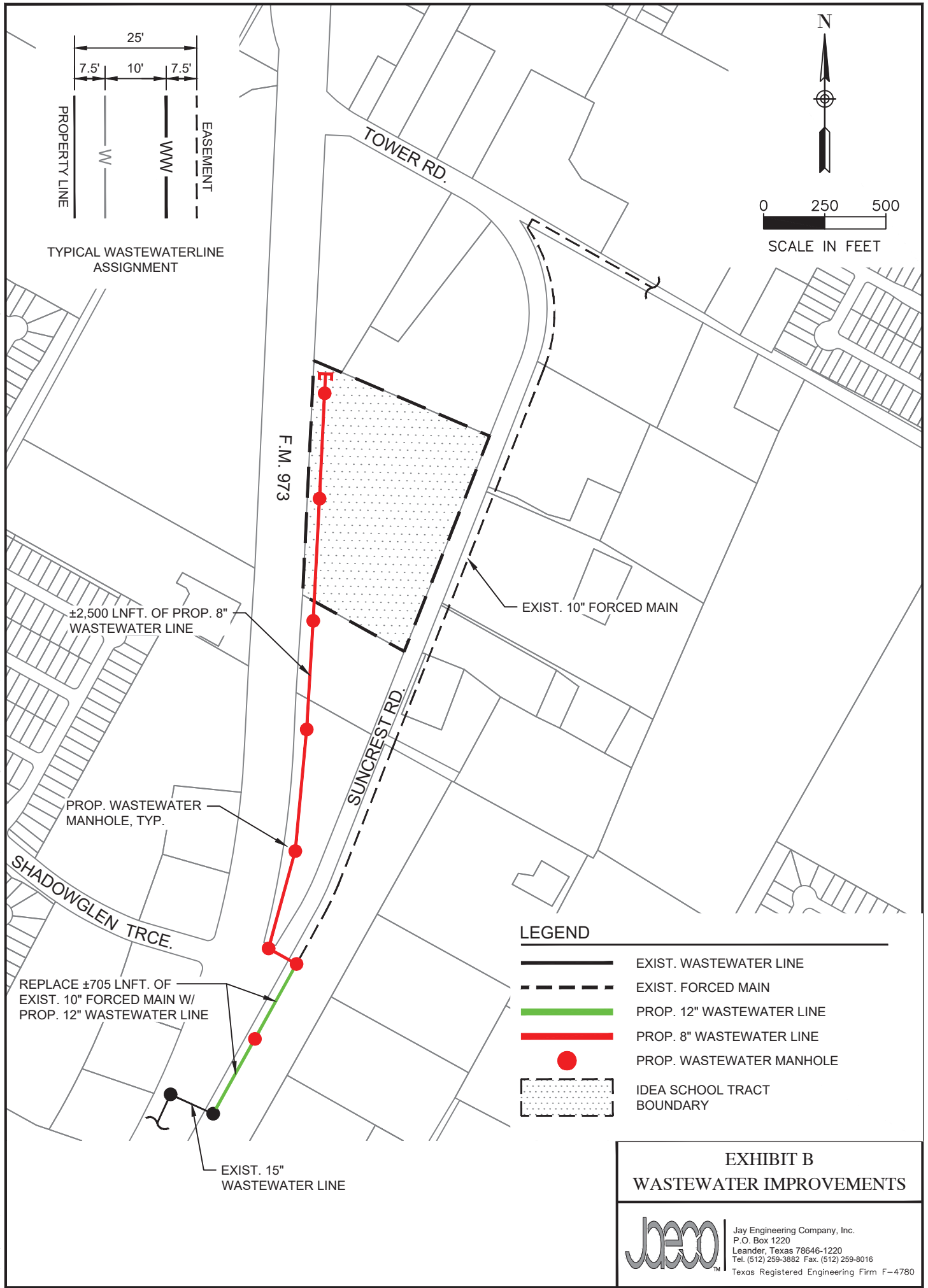
TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



**EXHIBIT “B”**  
**Wastewater Line Project**

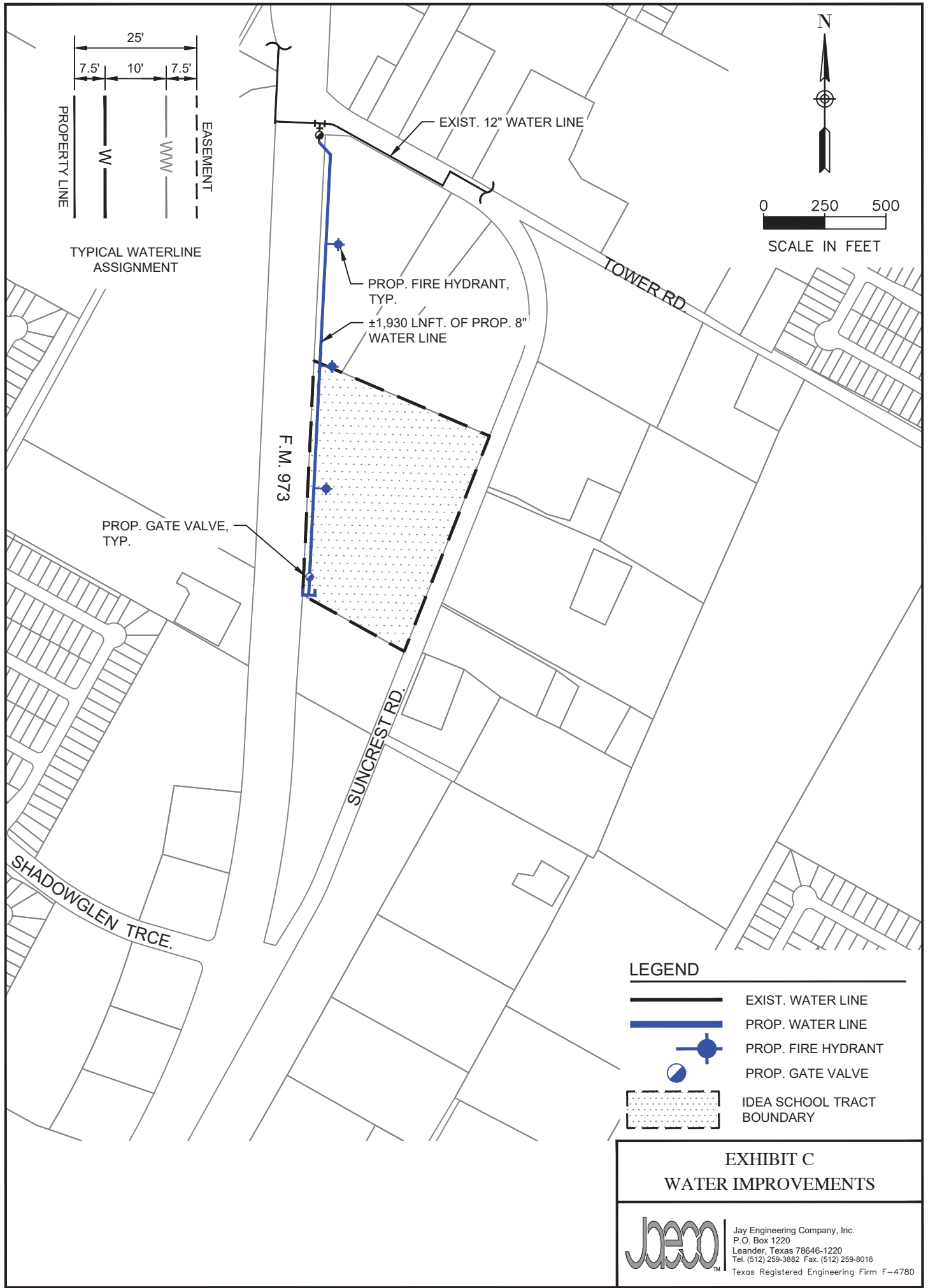
**[attached]**



**EXHIBIT “C”  
Water Line Project**

**[attached]**

P:\Projects\100 - Manor\100-745-10 IDEA School TIA 2016- P1021-SP\JAECO Drawings\CAD\Sketch\J-100-745-20\_IDEA-SCHOOL-W&WW-EXH-REV-02-05-20.dwg



## **Exhibit “D” Schedule**

### **All days are calendar days**

#### **Plat and Permit Reviews**

Submittal dates: Submittals may be made and accepted by the city on any date

Initial reviews: City to provide comments within thirty (30) days of initial submittal

Resubmittal reviews: City to provide comments within thirty (30) days of resubmittal

#### **Utility Project\***

Begin timeline on date of this agreement approval by governing body and executed by the parties

City provides estimate of Developer Costs for Design and Bid Phase: ten (10) days after Effective Date

Developer provision of funds: twenty (20) days after provision of costs

Preparation of Bid Plans and Specifications: Plans complete within ninety (90) days of receipt of developer funds

Permitting: sixty (60) days after preparation of bid plans and specifications are complete

Bidding: thirty (30) days after permitting

Delivery of Funds/Sureties by Developer: thirty (30) days after bid opening

Award/Contracting: City award of a construction contract thirty (30) days after bid opening

Contractor Mobilization: fourteen (14) days after delivery of Developer funds

Construction: one hundred and twenty (120) days after contractor mobilization

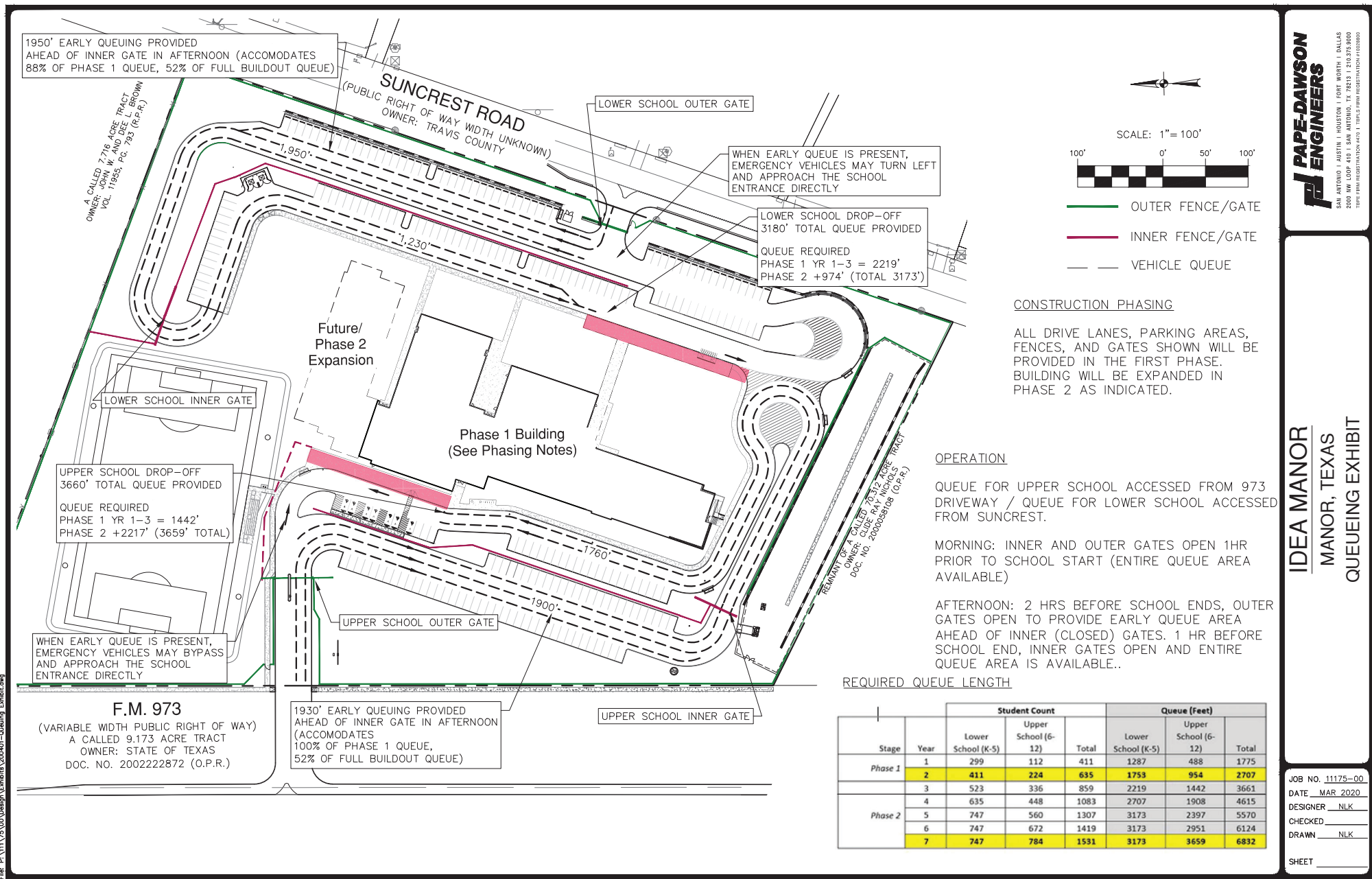
Water Main Delivery on or Before: thirteen (13) months after Effective Date

Sewer Main Delivery on or Before: thirteen (13) months after Effective Date

\*Utility Project Schedule is contingent upon all easements being executed and recorded prior to start of construction

**EXHIBIT “E”**  
**Gate Location and Operation**  
**[attached]**





**EXHIBIT “F”**  
**Restrictive Covenant Instrument**

**[attached]**

## **RESTRICTIVE COVENANT AGREEMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This Restrictive Covenant Agreement (this “Agreement”), is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Manor, Texas (the “City”), and IDEA Public Schools (the “Owner”).

### **Recitals**

**WHEREAS**, the Owner shall construct or cause to be constructed a public charter school facility and related appurtenances (the “Project”) on the property more particularly described in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “Property”);

**WHEREAS**, the Owner and the City entered into that certain Development Agreement for the Design and Construction of Water and Wastewater Line Improvements dated effective \_\_\_\_\_, 2020, as may be amended (the “Development Agreement”) which provides for, among other things, the development of the Project and reimbursement of impact fees;

**WHEREAS**, the Property is currently owned by the Owner; and

**WHEREAS**, the City and the Owner desire to ensure the continued use of the Property and the Project while providing for the health and safety of the citizens of the City.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and mutual promises contained herein, Owner and the City agree as follows:

### **Agreement**

1.       Restrictions and Covenants. The Owner covenants to the City to use the Property with the gate access schedule and location described in **Exhibit “B”** attached hereto and incorporated herein (“Gate Schedule and Location”). Owner shall provide written notification to the City if less restrictive changes are made to the Gate Schedule and Location for access to the Property. Owner shall not make any changes to the Gate Schedule and Location that makes access to the Property more restrictive without the written consent of the City of Manor City Council (the “City Council”).

2.       Amendment. The Owner agrees that the City shall request changes to the Gate Schedule and Location for public health and safety reasons. The City and Owner shall amend this Agreement in whole or in part from time to time, and at any time, by written instrument signed by the Owner and the City.

3. Enforcement.

(a) Failure to comply with any of the restrictions set forth in this Agreement shall constitute a violation of this Agreement and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the City. A violation of this Agreement by the Owner shall also be subject to a fine levied by the City as more fully set forth in subsection (b).

(b) Except as provided in this subsection (b), a fine shall be levied on the Owner for violating this Agreement in the amount of Five Hundred Dollars (\$500.00) per violation and will double from the previous violation amount each time such violation continues after the date on which written notice of such violation is given by the City to the Owner. The City shall not levy a fine and shall provide the Owner ten (10) days to cure any defects with the Property gates after providing the Owner with a written warning when the first violation occurs. If more than three (3) violations occur after the written warning in a one (1) year period, the City and the Owner agree to amend this Agreement to provide an increase in the amount of time to access the Property. The Owner shall be liable for the fine levied. All fines collected by the City shall be deposited into the City's general fund.

(c) The City and its legal representatives and assigns shall have the right to enforce this Agreement and the covenants, restrictions, and conditions herein by a proceeding at law or in equity. The remedies available to the City under this Agreement are in addition to any other remedies that may be available to the City under its ordinances or state law. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(d) In the event that the Owner violates any of the terms and provisions set forth in this Agreement, in addition to any other remedies available at law or in equity, the City shall have the right, but shall not be obligated, to sue the Owner for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the terms of this Agreement. The foregoing remedies shall be cumulative with, in addition to, and non-exclusive of one another, and the exercise of any one remedy shall not bar the exercise of any other remedy. In the event of any legal action commenced by the City to enforce the obligations of the Owner, the City shall be entitled to recover its reasonable attorney's fees and costs from the Owner.

4. Covenants Running with the Land. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

5. Notice. Any notice to be given or made hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below or at such other address as may be specified in writing by any party hereto to the other party hereto. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor  
Attn: City Manager  
105 E. Eggleston  
Manor, Texas 78653

with copy to:

Paige H. Saenz  
The Knight Law Firm, LLP  
223 West Anderson Lane, Suite A105  
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

IDEA Public Schools  
Attn: Wyatt J. Truscheit  
2115 W. Pike  
Weslaco, Texas 78596

with copy to:

Project Management Services, Inc.  
Attn: Andrew Stanton  
1822 W. Braker Lane, #81734  
Austin, Texas 78708

with copy to:

Hunton Andrews Kurth LLP  
Attn: Christopher D. Richardson  
600 Travis Street, Suite 4200  
Houston, TX 77002

6. Termination. This Agreement may be terminated by written consent of the City Council and be of no further force and effect if the Property is no longer used for a school facility; or as otherwise deemed by City Council.

7. Choice of Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of law) and shall be performable in Travis County, Texas.

8. Binding Effect. This Agreement binds, benefits, and may be enforced by the successors in interest to the parties.

9. Severability. If a provision in this Agreement is unenforceable for any reason, the unenforceability does not affect any other provision of this Agreement, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

10. Captions. Captions used in this Agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of this Agreement.

11. Construction of Agreement. The terms and provisions of this Agreement are the result of negotiation between the parties. Consequently, the terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this Agreement otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions in this Agreement must be interpreted or construed against the party whose attorney prepared this Agreement or any draft thereof.

12. Other Instruments. The parties to this Agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this Agreement, including, without limitation, amendments of this Agreement requested by the City in connection with enforcement of this Agreement.

13. Entire Agreement. This Agreement and exhibits are the entire agreement of the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

14. No Third-Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

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

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

17. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description

Exhibit B – Gate Schedule and Location

*[Signature Pages Follow]*

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT in Travis County, Texas as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY:**  
CITY OF MANOR, TEXAS,  
a municipal corporation

By: \_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Dr. Larry Wallace Jr., Mayor, City of Manor, a Texas municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS

\_\_\_\_\_  
PRINT OR TYPE NAME

MY COMMISSION EXPIRES: \_\_\_\_\_

**OWNER:**

**IDEA PUBLIC SCHOOLS**, a Texas non-profit corporation

By: \_\_\_\_\_  
Printed Name: Wyatt Truscheit  
Title: Chief Financial Officer  
Date Executed: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Wyatt Truscheit, Chief Financial Officer, IDEA Public Schools, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS

\_\_\_\_\_  
PRINT OR TYPE NAME

MY COMMISSION EXPIRES: \_\_\_\_\_

**After Recording Return to:**  
City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653



**Exhibit “A”**  
**Property Description**

**[attached]**



## FIELD NOTES

### FOR

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING OUT OF A REMNANT PORTION OF A CALLED 55.312 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMAN RECORDED IN DOCUMENT NO. 2000046321 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 13.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

**BEGINNING** at a ½" iron rod found on a point in the east right-of-way line of F.M. 973, said point being the southwest corner of said Remnant Portion, same being the southeast corner of a called 9.173 acre tract conveyed to the State of Texas as F.M. 973, a variable width right-of-way recorded in Document No. 2002222872 of the Official Public Records of Travis County, Texas, also being a point in the north line of a Remnant Portion of a called 70.312 acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000058108 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE N 01°20'42" E**, with the west line of said Remnant Portion of a 55.312 acre tract, same being the east right-of-way line of said F.M. 973, a distance of **958.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the northwest corner hereof;

**THENCE S 68°14'23" E**, departing the east right-of-way line of said F.M. 973, through the interior of said Remnant Portion of a 55.312 acre tract, at a distance of 121.53 feet passing an iron rod with cap marked "Property Corner" found at the southwest corner of a called 7.716 acre tract conveyed to John W. and Dee L. Brown in Volume 11955, Page 793 of the Real Property Records of Travis County, Texas, same being the northeast ell corner of said 55.312 acre tract, continuing with a north line of said 55.312 acre tract, same being the south line of said 7.716 acre tract, a total distance of **781.22 feet** to an iron rod with cap marked "Property Corner" found at the southeast corner of said 7.716 acre tract, same being an east corner of said 55.312 acre tract, also being a point in the west margin of Suncrest Road for the northeast corner hereof;

**THENCE S 20°10'09" W**, with the east line of said 55.312 acre tract, same being the west margin of said Suncrest Road, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found at the southeast corner of said 55.312 acre tract, same being the northeast corner of said Remnant Portion of a 70.312 acre tract for the southeast corner hereof;

**THENCE N 62°19'27" W**, departing the west margin of said Suncrest Road, with the south line of said 55.312 acre tract, same being the north line of said Remnant Portion of said 70.312 acre tract, a distance of **475.60 feet** to the **POINT OF BEGINNING** and containing 13.189 acres in Travis County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job Number 59033-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: November 4, 2016

JOB No.: 59033-16

DOC.ID.: H:\survey\SURVEY16\16-59033\Word\59033-16\_13.189Ac.docx

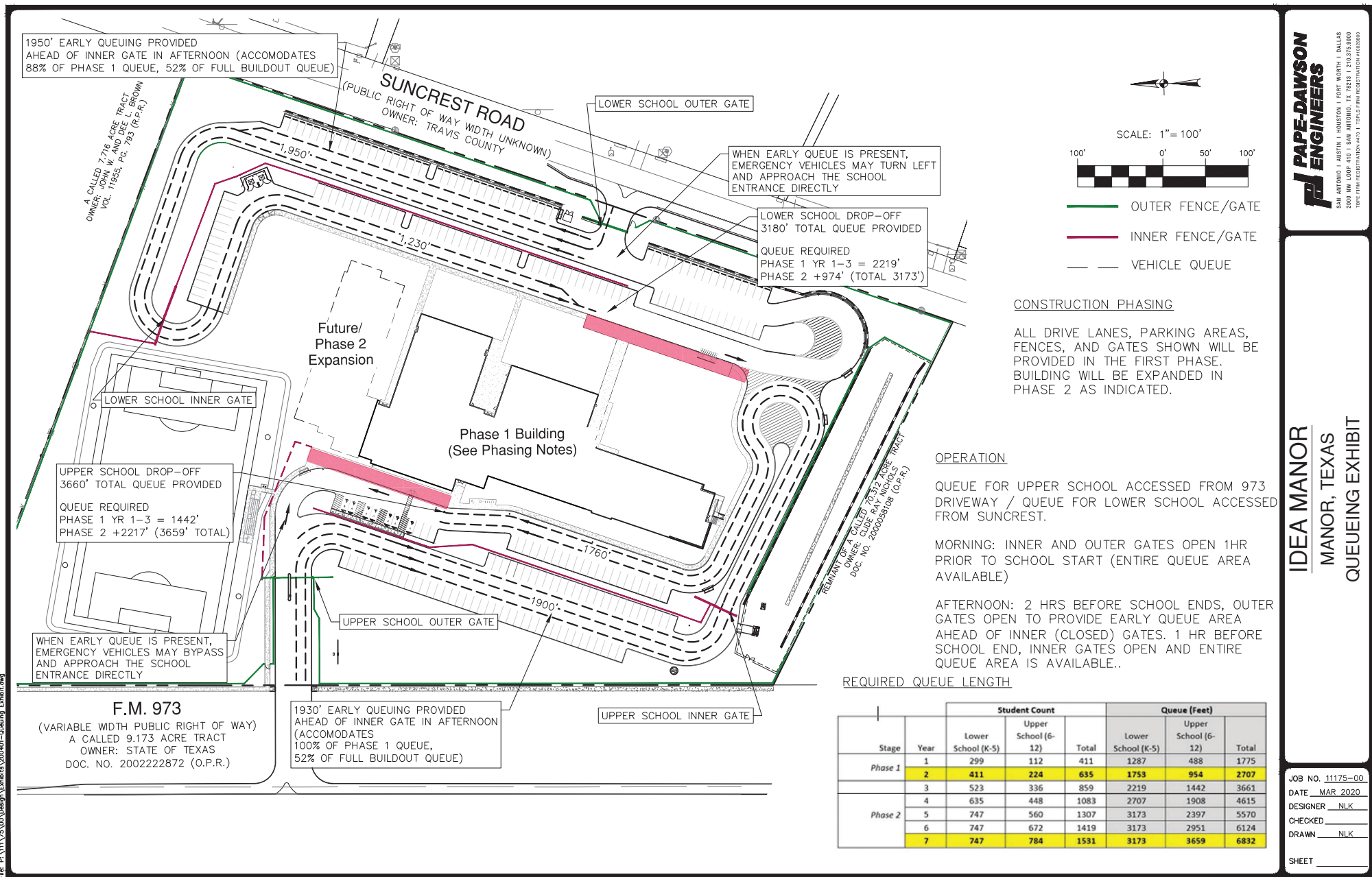
TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



**Exhibit “B”**  
**Gate Schedule and Location**

All outer gates on the Property used for ingress and egress to the Property shall be located and operated as follows: (i) outer and inner gates shall be opened beginning one (1) hour prior to the school starting time on days when the building facilities are used for school purposes; (ii) outer gates shall be opened beginning two (2) hours prior to the school ending time on days when the building facilities are used for school purposes; (iii) inner gates shall be opened to allow access to the full queue area one (1) hour prior to the school ending time on days when the building facilities are used for school purposes; and (iv) inner gates shall be located so that an early queuing area is provided for at least fifty percent (50%) of the total required queue length during pickup periods.





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Deposit Agreement for the Proposed Water Service Transfer for the IDEA Public Schools Project.

**BACKGROUND/SUMMARY:**

The City Council is considering entering into a Development Agreement with IDEA Public Schools. The Development Agreement includes a provision regarding the City and IDEA Public Schools entering into a deposit agreement. The Deposit Agreement for City Council consideration provides for the developer to advance funds to the City for costs and expenses associated with entering into a transfer agreement for water service between Manville Water Supply Corporation and the City; and processing the agreement with the Public Utility Commission to obtain approval of the transfer so that the City can provide water service to the IDEA Public School project.

**PRESENTATION:** ☐ YES ☒ NO

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

Deposit Agreement for the Proposed Water Service Transfer for the IDEA Public Schools Project.

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the Deposit Agreement for the Proposed Water Service Transfer for the IDEA Public Schools Project and authorize the City Manager to execute the agreement.

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

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**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE  
PROPOSED WATER SERVICE TRANSFER FOR THE  
IDEA PUBLIC SCHOOLS PROJECT**

THIS DEPOSIT AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2020 by and between the **CITY OF MANOR, TEXAS** (the "City") and **IDEA Public Schools**, a Texas \_\_\_\_\_ (including its Designated Successors and Assigns, the "Owner").

WHEREAS, Manville Water Supply Corporation ("Manville") is the holder of a water certificate of convenience and necessity ("CCN") No. 11144 which includes Owner's approximately 13.189-acre tract ("Property") within its boundaries; and

WHEREAS, the City is the holder of a CCN No. 10947; and

WHEREAS, the Owner is developing its Property within the corporate limits of the City and desires to receive water service from the City; and

WHEREAS, Manville has informed Owner that Manville is not opposed to the City providing water service to Owner's Property; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the "City Manager") to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Water Service Area Transfer Agreement with Manville (the "Transfer Agreement") and approval by the Public Utility Commission of said Transfer Agreement; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Owner shall deposit with the City the amount of \$10,000.00 (the "Moneys") to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$10,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the "Consultants Deposit"). Whenever the account for the Consultants Deposit reaches a balance below \$2,000.00, the Owner shall deposit an additional \$5,000.00 within five (5) business days of notification by the City Manager (the "Additional Moneys"). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City

Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, "Consultants"). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, "Project Costs"). The City does not intend to duplicate the County's work regarding PID Feasibility. The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager's office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Manager's office upon request by Owner. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. UNEXPENDED MONEYS. If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

*[signature pages follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS, a municipal corporation

By: \_\_\_\_\_  
Thomas Bolt, City Manager

IDEA PUBLIC SCHOOLS,  
a Texas non-profit corporation

By: \_\_\_\_\_  
Printed Name: Wyatt Truscheit  
Title: Chief Financial Officer



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Parks Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the installation of Little Free Libraries on certain park locations.

**BACKGROUND/SUMMARY:**

Scout Colton Dwyer presented the Little Free Libraries Project at the February 5th Council Meeting. City Council recommended for him to make the presentation to the Park Committee for review and approval. At the March 4th Park Committee Meeting, the Committee approved to recommend Colton's project to Council. Colton is requesting approval of his project before his due date of July 1, 2020.

**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 the installation of Little Free Libraries on certain park locations.

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

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Tracey Vasquez, HR Coordinator

**DEPARTMENT:** Human Resources

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on Personnel Policy addressing COVID-19 related issues including sick leave, employee pay, use of accruals, and expanded FMLA coverage under recently passed Federal Acts.

**BACKGROUND/SUMMARY:**

In response to the global COVID-19 pandemic, the President has signed into law the Families First Coronavirus Response Act (FFCRA) addressing sick leave, pay, and extended FMLA all related to COVID-19. This Act is in effect April 1, 2020 through December 31, 2020.

This policy addresses the changes in the laws and impacts of the FFCRA on the employees of the City of Manor.

**PRESENTATION:** ☐ YES ☒ NO

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

Families First Coronavirus Response Act (FFCRA) Policy  
Key Definitions regarding Emergency Responders

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the Personnel Policy addressing COVID-19 related issues including sick leave, employee pay, use of accruals, and expanded FMLA coverage under recently passed Federal Acts.

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

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<b>Personnel Policies and Procedures</b>	<b>Title: Families First Coronavirus Response Act</b>
Department: Administration Office: City Manager	Emergency Paid Sick Leave Emergency Family and Medical Leave Expansion Act
Department: Human Resources	Author: Tracey Vasquez
Effective Date: 04/01/2020- 12/31/2020	Approval:
Revision Date:	

### **Purpose**

The purpose of this policy is to establish guidelines related to the Families First Coronavirus Response Act (FFCRA), which includes the Emergency Family and Medical Leave Expansion Act and the Emergency Paid Sick Leave Act. These programs have been enacted in order to assist employees manage the impacts of the COVID-19 pandemic.

### **Scope**

Intended for all City of Manor employees.

### **Policy**

#### **Emergency Paid Sick Leave**

All full-time employees may request COVID-19 Emergency Paid Sick Leave (EPSL), under the FFCRA for the following reasons:

1. When the employee is required by a Federal, State, or Local order to quarantine or isolate related to COVID-19 by order.
2. When the employee has been advised by a health care provider to self- quarantine due to concerns related to COVID-19.
3. When the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.



4. When an employee is caring for an individual who is subject to an order by a Federal, State, or Local order to quarantine or isolate related to COVID-19.
5. When an employee is caring for an individual who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
6. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed or the childcare provider is unavailable due to COVID-19.

Any paid sick time under this section for reasons (4), (5), and (6) will be paid at 2/3 the employee's required compensation under the FFCRA.

Employees must follow the Personnel Policies and Procedures protocol on requesting paid leave when using COVID-19. Back-up and documentation will be requested by the Human Resources Department to ensure proper requirements are being met.

Please be on notice that there are limitations on the EPSL available to you under the FFCRA in terms of hours and aggregate amounts paid daily and overall.

#### **Emergency Family and Medical Leave Expansion Act**

An employee may be eligible for emergency FMLA under the Emergency Family and Medical Leave Expansion Act only if:

1. The employee has been employed for at least 30 days; and
2. The employee is unable to work (or telework) due to a need for leave to care for their son or daughter under 18 years of age if, because of COVID-19, the school or place of care has been closed or the childcare provider is unavailable.

Emergency FMLA eligible employees may request time off for emergency childcare by completing a current, amended, FMLA form through the Human Resources Department. Under the Emergency FMLA Expansion Act and pursuant to the current City of Manor Personnel Policies and Procedures, employees are required to use sick leave, personal, leave, vacation, or comp. time for the first 80 hours (Including COVID-19 EPSL). The remaining ten (10) weeks will be paid at 2/3 (two-thirds) of the employee's regular rate of pay, with the option to compensate the difference



with any sick leave, personal leave, vacation or comp. time. Paid leave under the Emergency FMLA Expansion shall in no event exceed \$220 per day and \$10,000 total.

### **Definitions:**

**Emergency Family Medical Leave Act-** This is an extension of the Family Medical Leave Act already in place. This provision applies only to the need to care for a minor son or daughter; employees cannot utilize leave under the Emergency FMLA Expansion Act for other family members who may be affected by COVID-19, such as a spouse or parent. (Note, however, that regular FMLA leave may be available if the employee or a family member has COVID-19 symptoms that rise to the level of a serious health condition).

**Emergency Childcare-** Leave time for an employee who is unable to work due to the need for leave to care for a child under eighteen (18) years of age because a school or place of childcare has been closed or the care provider who receives compensation for providing childcare services on a regular basis is unavailable due to the COVID-19 public health emergency.

**The Emergency Paid Sick Leave-** Paid Sick time under the Emergency Paid Sick Leave Act is granted in addition to any pre-existing paid leave benefits the employer provides and is made available for immediate use by employees, regardless of the length of the employee's employment. Benefits under the Emergency Paid Sick Leave Act are not retroactive, and employees may not carry over paid sick time under the Act from one (1) year to the next.

## Key Definitions (cont.)

- **Emergency Responders** – can be excluded from ESL and/or EFL §826.30(c)(2)
  - Anyone necessary for provision of transport, care, healthcare, comfort and nutrition of patients, or others needed for response to COVID-19.
  - Includes military or national guard, **law enforcement officers**, correctional institution personnel, **fire fighters**, **emergency medical services personnel**, **physicians**, **nurses**, **public health personnel**, **emergency medical technicians**, **paramedics**, **emergency management personnel**, **911 operators**, child welfare workers and service providers, **public works personnel**
  - Also includes persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, and **workers who work for such facilities needed to maintain operation of the facility.**

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## Key Definitions (cont.)

- **Quarantine or Isolation Order §826.10** – includes broad range of governmental orders, including quarantine, isolation, containment, **shelter-in-place**, and to **stay-at-home**, that means an employee can't work even though employer has work for them to do. Also includes government advisory for categories of citizens, e.g., certain age ranges or with certain medical conditions, to shelter in place, stay at home, isolate, or quarantine
- **Son or Daughter §826.10** – means the employee's biological, adopted, or foster child, stepchild, legal ward, or child of person standing in *loco parentis*, who is under 18; or, a child 18 or older if incapable of self-care because of a mental or physical disability.
- **FT Employee (for ESL) §826.21(a)** - normally scheduled to work at least 40 hours each workweek; for employees who do not have a normal weekly schedule, they are full-time if their average hours per workweek, over the lesser of 6 months or the entire time they worked for employer, is at least 40 hours per workweek.
- **Telework §826.10**

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on canceling the May 6, 2020, Regular Council Meeting.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council cancel the May 6, 2020, Regular Council Meeting.

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

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 15, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on abandonment of all or part of a city alley located at 401 Lexington Street, next to Lots 3, 4 and 5, Blk 62.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

401 Lexington Documents

**STAFF RECOMMENDATION:**

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

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