



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

**CITY COUNCIL
JOINT MEETING WITH
MANOR CHARTER REVIEW COMMISSION
AGENDA**

Wednesday, July 15, 2020

7:00 p.m.

Manor City Hall – Council Chambers
105 E. Eggleston Street

The meeting will be live streamed on Manor Facebook Live following the Manor Charter Review Commission Joint Meeting scheduled at 6:00 p.m.

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Due to State and County Orders limiting gatherings 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. 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 5:00 p.m. the day of the meeting. **No Action May be Taken by the City Council or Charter Review Commission During Public Comments**

CONSENT AGENDA

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

1. Consideration, discussion, and possible action to approve the City Council Minutes of the July 2, 2020, Called Special Session. Lluvia T. Almaraz, City Secretary
2. Consideration, discussion, and possible action on the acceptance of the June 2020 Departmental Reports: Thomas Bolt, City Manager
 - Police – Ryan Phipps, Chief of Police
 - Development Services – Scott Dunlop, Asst. Dev. Services Director
 - Community Development – Debbie Charbonneau, Community Development Manager
 - Municipal Court – Sarah Friberg, Court Clerk
 - Public Works – Michael Tuley, Director of Public Works
 - Finance – Lydia Collins, Director of Finance

PUBLIC HEARING

3. Public Hearing: Conduct a public hearing on an Ordinance rezoning 24.78 acres of land more or less out of the Sumner Bacon Survey No. 62, and being located along Hill Lane, from Light Commercial (C-1) to Institutional Small (I-1). Scott Dunlop, Asst. Dev. Services Director

REGULAR AGENDA

4. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning 24.78 acres of land more or less out of the Sumner Bacon Survey No. 62, and being located along Hill Lane, from Light Commercial (C-1) to Institutional Small (I-1). **Applicant:** Catholic Diocese of Austin. **Owner:** Catholic Diocese of Austin. Scott Dunlop, Asst. Dev. Services Director
5. Consideration, discussion, and possible action on selecting an appraiser for the EntradaGlen Public Improvement District (PID). Thomas Bolt, City Manager
6. Consideration, discussion, and possible action on a license agreement with Bell Farms Master Community, Inc. to install a fountain on Lot 1 Block C Bell Farms Phase 1A. **Applicant:** Bell Farms Master Community, Inc. **Owner:** City of Manor. Scott Dunlop, Asst. Dev. Services Director
7. Acknowledge the resignation of Planning and Zoning Commissioner Lian Stutsman, Place No. 5 and declare a vacancy. Scott Dunlop, Asst. Dev. Services Director

- | | |
|---|-------------------------------|
| 8. Consideration, discussion, and possible action on Economic and Community Development Organizations for the City of Manor. | Larry Wallace Jr., Mayor |
| 9. Consideration, discussion, and possible action on planning for the purchase of land and construction of a library and a recreation center. | Dr. Harvey, Council Member |
| 10. Consideration, discussion, and possible action on proposed City Charter Amendments. | Thomas Bolt, 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).

CONFLICT OF INTEREST

In accordance with Section 12.04 (Conflict of Interest) of the City Charter, "No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest."

Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, July 10, 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 amaraz@cityofmanor.org



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Lluvia T. Almaraz, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the July 2, 2020, Called Special Session.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

July 2, 2020, Called Special Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the July 2, 2020, Called Special Session.

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



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
JULY 2, 2020
Via Telephone/Video Conference**

The meeting was live streamed on Facebook Live beginning at 7:30 p.m.
<https://www.facebook.com/cityofmanor/>

Due to the closing of all city facilities, the City Council Called Special Session was only open to the public via remote access. This is pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings that assemble large groups of people.

The following instructions were provided to the general public.

Instructions for Public Speaking:

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

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

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

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

PRESENT VIA ZOOM:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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
Vacant, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Assistant Development Services Director
Ryan Phipps, Chief of Police
Veronica Rivera, Legislative and General Counsel

SPECIAL SESSION – 7:30 P.M.

With a quorum of the Council Members present via video/telephone conference, the special session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:30 p.m. on Thursday, July 2, 2020.

PLEDGE OF ALLEGIANCE

Mayor Wallace Jr. led the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments received prior to the meeting.

CONSENT AGENDA

1. Consideration, discussion, and possible action to approve the City Council Minutes of the June 17, 2020, Regular Meeting.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, 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 further discussion.

Motion to approve carried 5-0

REGULAR AGENDA

2. Consideration, discussion, and possible action on the Second Amendment to Development Agreement for the Shadowglen Subdivision.

The City staff recommended that the City Council approve the Second Amendment to Development Agreement for the Shadowglen Subdivision with revisions.

Brett Bruke with Kimley-Horn was available via zoom to address any questions posed by the City Council.

Mary Stratmann with Elliott Stratmann, PLLC, was available via zoom to address any questions posed by the City Council.

Talley J. Williams with Metcalfe Wolff Stuart & Williams LLP was available via zoom to address any questions posed by the City Council.

At the direction of City Manager Bolt, Assistant Development Services Director Dunlop discussed the Second Amendment to Development Agreement for the Shadowglen Subdivision.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve the Second Amendment to Development Agreement for the Shadowglen Subdivision with revisions.

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

The discussion was held regarding the Extension of Term for the development.

The discussion was held regarding the Bridge Construction.

The discussion was held regarding the Trails Construction.

There was no further discussion.

Motion to approve carried 5-0

3. Consideration, discussion, and possible action on a Partial Assignment and Assumption of Development Agreement with Shadowglen.

The City staff recommended that the City Council approve a Partial Assignment and Assumption of Development Agreement with Shadowglen; and authorize the City Manager to execute the consent form.

Brett Bruke with Kimley-Horn was available via zoom to address any questions posed by the City Council.

Mary Stratmann with Elliott Stratmann, PLLC, was available via zoom to address any questions posed by the City Council.

Talley J. Williams with Metcalfe Wolff Stuart & Williams LLP was available via zoom to address any questions posed by the City Council.

At the direction of City Manager Bolt, Assistant Development Services Director Dunlop discussed the Partial Assignment and Assumption of Development Agreement with Shadowglen.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve a Partial Assignment and Assumption of Development Agreement with Shadowglen; and authorize the City Manager to execute the consent form.

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

The discussion was held regarding the clarification of the partial agreement between both parties.

There was no further discussion.

Motion to approve carried 5-0

4. Consideration, discussion and possible action on the designation of City of Manor's Local Rabies Control Authority, as required by the Texas Department of State Health Services.

The City staff recommended that the City Council approve and designate ACO Jackie Padhaisky as the Local Rabies Control Authority as required by the Rabies Control Act of 1981 for the City of Manor.

At the direction of City Manager Bolt, Chief of Police Phipps discussed the requirement of designating the Local Rabies Control Authority, as required by the Texas Department of State Health Services.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve and designate ACO Jackie Padhaisky as the Local Rabies Control Authority as required by the Rabies Control Act of 1981 for the City of Manor.

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

Motion to approve carried 5-0

5. Consideration, discussion, and possible action to make Juneteenth an official City of Manor Holiday.

The City staff recommended that the City Council approve Juneteenth as an official City of Manor Holiday.

City Manager Bolt discussed the proposed Juneteenth Holiday for the City of Manor.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve Juneteenth as an official City of Manor Holiday.

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

The discussion was held regarding the closure of City offices on this day.

There was no further discussion.

Motion to approve carried 5-0

Mayor Wallace Jr. adjourned the special session of the Manor City Council into Executive Session at 7:58 p.m. Thursday, July 2, 2020, in accordance with the requirements of the Open Meetings Law.

Mayor Wallace Jr., abstained from discussion and consideration of the following item, as he lives and is an HOA member within the Rose Hill Public Improvement District. The appropriate Conflict of Interest Affidavit had been filled out and filed with the City Secretary.

Mayor Wallace Jr. turned over the meeting to Mayor Pro Tem Deja Hill and removed himself from the Zoom Meeting.

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 551.087 Deliberations regarding Economic Development Negotiations – Rose Hill Public Improvement District* at 7: 58 p.m. on Thursday, July 2, 2020.

City Council Members were removed from the livestream meeting and moved into a breakout room for discussion via zoom.

The Executive Session was adjourned at 8:53 p.m. on Thursday, July 2, 2020.

City Council Members were moved back to the livestream meeting via zoom.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:53 p.m. on Thursday, July 2, 2020.

Mayor Pro Tem Deja Hill 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 9:07 p.m. on Thursday, July 2, 2020.

These minutes approved by the Manor City Council on the 15th day of July 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Development Services Director
- Community Development - Debbie Charbonneau, Community Development Manager
- 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

June 2020 Departmental Reports

STAFF RECOMMENDATION:

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

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



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

7/15/2020

June 2020

| Activity | Reported Month | Same month Prior year | Percentage difference | | |
|------------------------|----------------|-----------------------|-----------------------|-------------------|----------|
| Calls for Service | 2105 | 1470 | 43↑ | Patrol Car Rental | |
| Average CFS per day | 70 | 49 | 42.8↑ | Last Month | \$6,844 |
| Open Cases | 23 | 21 | 9.5↑ | YTD | \$17,305 |
| Charges Filed | 27 | 61 | 55.7↓ | | |
| Alarm Responses | 39 | 45 | 13.3↓ | | |
| Drug Cases | 6 | 12 | 50↓ | | |
| Family Violence | 12 | 6 | 100↑ | | |
| Arrests Fel/Misd | 6Fel/21 Misd | 30Fel/31Misd | 80Fel↓/32.2 Misd↓ | | |
| Animal Control | 38 | 35 | 8.5↑ | | |
| Traffic Accidents | 18 | 45 | 60↓ | | |
| DWI Arrests | 9 | 14 | 35.7↓ | | |
| Traffic Violations | 235 | 595 | 60↓ | | |
| Impounds | 24 | 69 | 65.2↓ | | |
| Ordinance Violations | 62 | 27 | 129.6↑ | | |
| Victim Services Cases | 42 | 43 | 2.3↓ | | |
| Total Victims Served | 42 | 67 | 37.3↓ | | |
| Laboratory Submissions | 7 | 15 | 53.3↓ | | |

Notes:

*DNA- DATA NOT AVAILABLE

DEVELOPMENT SERVICES DEPARTMENT REPORT

PROJECT VALUATION AND FEE REPORT

June 1-30, 2020

| Description | Projects | Valuation | Fees | Detail |
|-------------------------------|----------|-----------------|----------------|----------------------|
| Commercial Sign | 2 | \$6,390.00 | \$259.00 | |
| Moving A Structure | 1 | \$0.00 | \$95.00 | |
| Multifamily New | 11 | \$37,867,744.26 | \$783,074.70 | Grassdale Apartments |
| Residential Accessory | 12 | \$1,013,180.00 | \$3,995.00 | |
| Residential Deck/Patio | 4 | \$16,500.00 | \$848.00 | |
| Residential Driveway | 1 | \$500.00 | \$97.00 | |
| Residential Electric | 22 | \$295,324.49 | \$2,699.00 | |
| Residential Fence | 1 | \$1,500.00 | \$107.00 | |
| Residential Foundation | 1 | \$10,000.00 | \$97.00 | |
| Residential Irrigation | 36 | \$68,386.20 | \$3,840.00 | |
| Residential Mechanical/HVAC | 1 | \$8,305.00 | \$107.00 | |
| Residential New | 135 | \$41,647,580.20 | \$717,087.40 | |
| Residential Plumbing | 5 | \$6,547.00 | \$535.00 | |
| Residential Swimming Pool/Spa | 1 | \$35,000.00 | \$307.00 | |
| Temporary Sign | 1 | | \$37.00 | |
| Totals | 234 | \$80,976,957.15 | \$1,513,185.10 | |

Total Certificate of Occupancies Issued: 80

Total Inspections(Comm & Res): 1,475

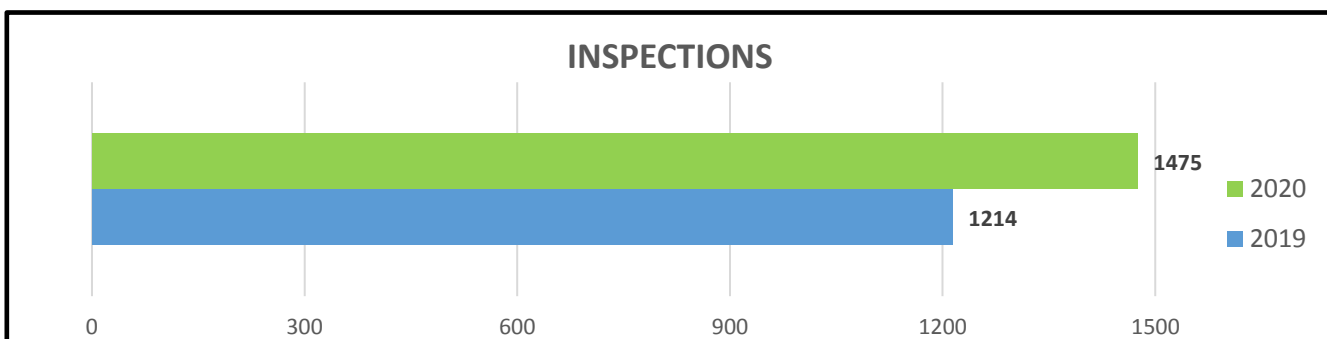
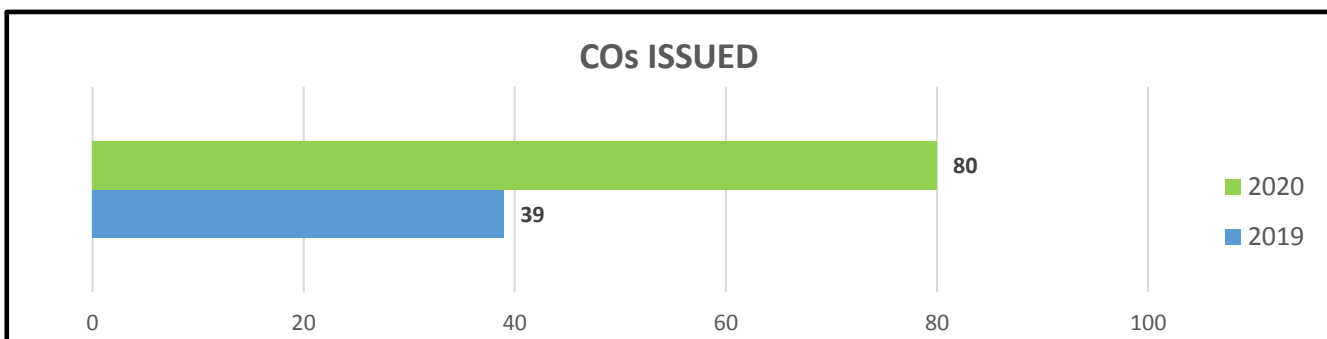
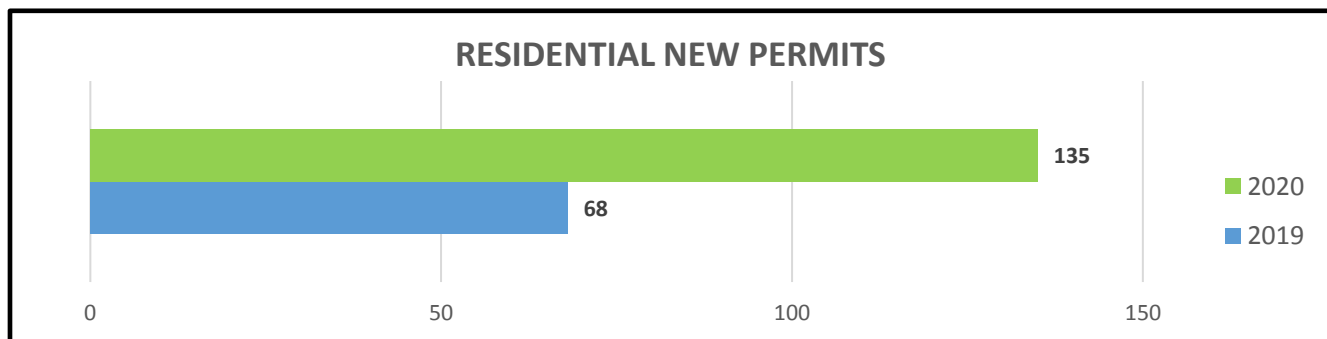
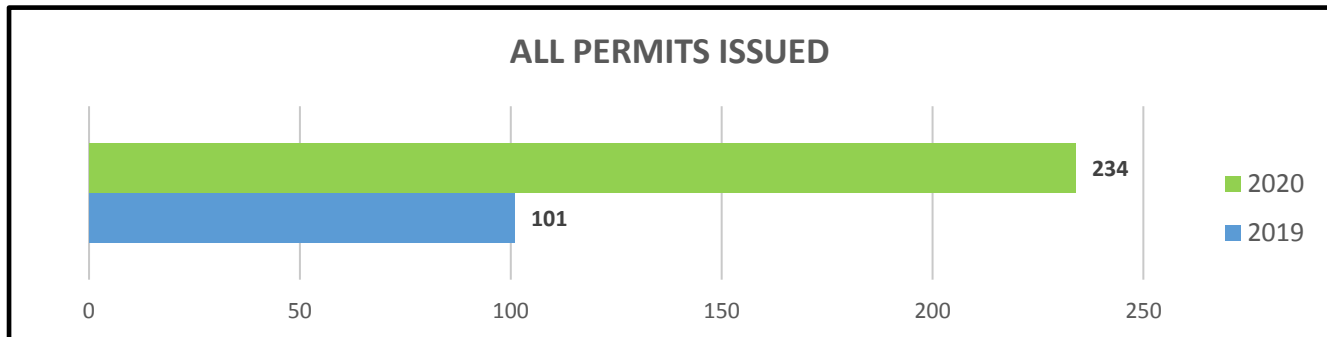
Tom Bolt, City Manager





June 2020

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



*Charts displayed at different scales



MEMO

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

COMMUNITY MEETINGS

BUSINESS CONTACTS

Libation Station
Shipley's Donuts
Maxine's Gumbo House
Chokdee
Bud-ee's Smoke & Vape Shop
Starbucks
Ramos

EVENTS

BCL Webinar – Travis County Small Business Grant Program – Texas Thrive.
Governor's Small Business Webinar Series – PPP and the next steps.

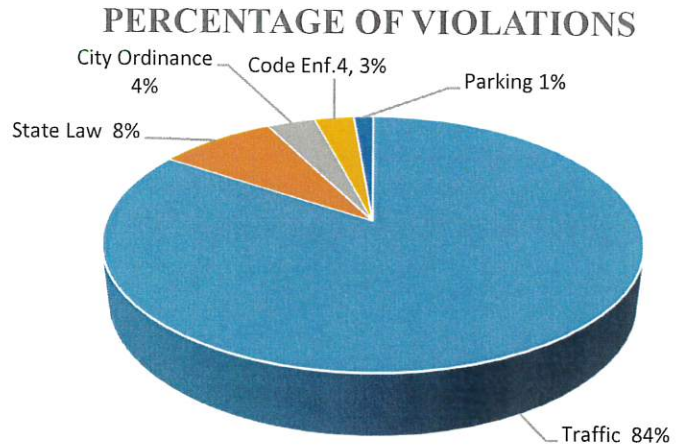
OTHER DUTIES

Texas Downtown Association Education & Outreach Committee Call.
Texas Downtown Association Sponsorship Sub Committee Meeting.

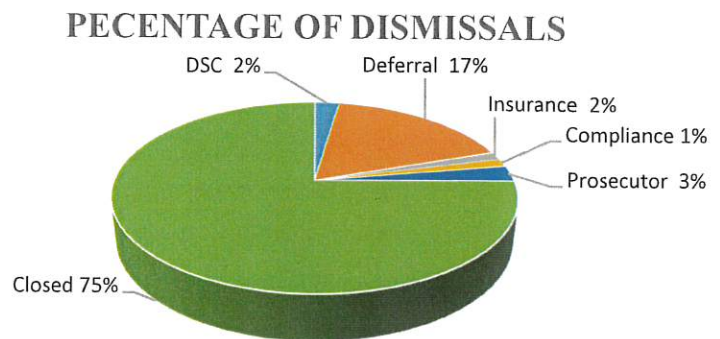
City of Manor Municipal Court

JUNE 2020

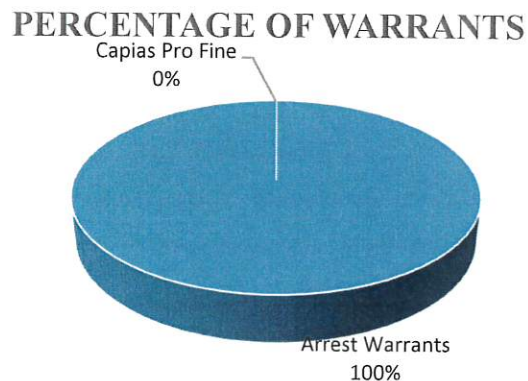
| Violations Filed | Jun-20 | Jun-19 |
|------------------|------------|------------|
| Traffic | 121 | 329 |
| State Law | 12 | 22 |
| City Ordinance | 5 | 16 |
| Code Enforcement | 4 | 0 |
| Parking | 2 | 14 |
| Total | 144 | 381 |



| Dismissals | Jun-20 | Jun-19 |
|--------------|------------|-------------|
| DSC | 7 | 20 |
| Deferral | 52 | 77 |
| Insurance | 4 | 1 |
| Compliance | 4 | 4 |
| Prosecutor | 8 | 371 |
| Closed | 226 | 672 |
| Total | 301 | 1145 |



| Warrants | Jun-20 | Jun-19 |
|-----------------|----------|-----------|
| Arrest Warrants | 1 | 23 |
| Capias Pro Fine | 0 | 29 |
| Total | 1 | 52 |



Money Collected in June 2020

| | |
|---------------|--------------------|
| Kept By City | \$37,509.74 |
| Kept By State | \$14,908.00 |
| Total | \$52,417.74 |

Money Collected in June 2019

| | |
|---------------|--------------------|
| Kept By City | \$39,182.41 |
| Kept By State | \$18,071.97 |
| Total | \$57,254.38 |



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: July 8, 2020
RE: June Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In the month of June, 30% of the water we supplied to our residents was from our wells, and we purchased 70% from EPCOR and Manville WSC. In June, the estimated population of residents in the City of Manor is 14,432. Estimated population for ShadowGlen is 4,205 residents.

Subdivision Inspections

- Street Inspections- 12
- Water Inspections- 3
- Wastewater Inspections- 2

Streets and Parks Monthly Report June 2020

Daily Duties and Projects 6-1-2020 / 6-30-2020

- Continued trimming trees in Old town and in Alleys.
- Flower change out in flower beds at City Hall.
- Flower change out in flower beds at Timmermann Park
- Completed asphalt repair on E. Towns St @ N. LaGrange St.
- Completed asphalt repair on Burnet St @ Wheeler St.
- Completed asphalt repair on West Lane St. @ Caldwell St.
- Street pavement pepping for asphalt repair on Greenbury Dr.
- Repaired potholes in Old Town.
- Continued street pavement repairs on Wheeler St. between N. Caldwell St. and N. Bastrop St.
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Thursday/Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

Presidential Heights Phase 5 Contractor in development process. The city will continue their regular site inspections to ensure all contractors are following the rules that are in place.

Presidential Heights Phase 3&4 – homes are being built.

Stonewater North Phase 1 is completed.

Stonewater North Phase 3- Homes are being built.

Stonewater North Phase 2- Contractor is in development process.

Presidential Phase 7 – is close to all homes are built.

Lagos Phase 1- Homes are continuing to go up and regular inspections are done on a weekly basis.

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

Manor Commons Apartments – still in building process.

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

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

Grass Dale Manor Apartment is in development process.

Water Monthly Report June 2020

For the month of June, the Water Department had 25 service calls, 5 repair jobs, 9 maintenance jobs and 3 inspections.

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

Repairs:

18208 Gallant - repaired a 1" service line break- covered and cleaned up work area by JT,FZ,AM,CD 6-10-20.

Lexington and Lane NW corner- repaired 1" service line break cleaned and covered work area by FZ,AM 6-11-20.

LaGrange between East Lane and East Townes - repaired a 2" main break by FZ,AM,DD 6-12-20.

107 West Parsons - repaired a 1" service line break by FZ,AM 6-29-20.

Gilbert Rd and Decker lake Rd - repaired a 12" transmission main break- main that runs from clear well

to intermediate storage tank, covered and cleaned up work area by FZ,AM,CD 6-30-20.

Maintenance

Presidential Heights subdivision - paint water valves blue on Samuel Welch Way and Robert Wagner Bend by DD,AB 6-4-20.

East Elevated Tower - changed out traffic signal bulb on top of water tower by DD 5-8-20.

Elevated storage tank by Sonic drive in -changed out traffic signal bulb on top of water tower by DD 5-8-20.

East Elevated storage tank - yearly inspection by Under Water services by JT,DD 6-8-20.

City yard Ground storage tank -yearly inspection by Under Water services by JT,DD 6-8-20.

West elevated storage tank-yearly inspection by Under Water services by JT,DD 6-9-20.

Clearwell on Gilbert Ln-yearly inspection by Under Water services by JT,DD 6-9-20.

Bac T samples-took first set of 5 Bac T samples and dropped off at Aqua Tech Lab by JT,DD 6-3-20.

Brenntag - ordered (3) 150 lb. cl2 bottles for clear well on Gilbert Ln by JT 6-26-20.

Bact T Samples- Second set of 5 Bac T samples and dropped off at Aqua Tech Lab by JT,DD 6-15-20.

Inspections

Manor Heights -water main and services by JL Gray construction by JT 6-8-20 to 6-12-20.

Manor Heights -water main and services by JL Gray construction by JT 6-15-20 to 6-19-20.

Manor Heights -met with Ricardo with JL Gray construction to discuss water tie in of 8" water main by JT 6-26-20.

Wastewater Monthly Report June 2020

For the month of June, the Wastewater Department had 6 service calls, 7 repair jobs, 10 maintenance jobs and 2 inspections.

Service Calls:

12015 Waterford- missing cap and lid- clean out was on customer side notified customer by DD 6-1-20.

12633 Bella PKWY- sewer clog - jetted city side and cleared by CD,JT 6-5-20.

305 East Boyce- sewer clog- city side was clear notified customer by CD 6-6-20.

305 East Burton - sewer odor - no backups and no sewer odor detected notified customer by FZ 6-8-20.

11200 Burton - flushed until main cleared by AM 6-12-20.

19317 WT Gallaway- customer had questions about wastewater service line and she wanted to email her plumber- informed customer service line is also known as lateral service line by JT 6-22-20.

Repairs:

13304 Nelson Houser- replaced a 6" clean out cap and lid by FZ,CD 6-11-20.

18104 Canopy Ln - repaired 6" service line where customer side meets the city side and replaced clean out cap and lid by FZ,AM,AB 6-18-20.

Wilbarger Wastewater Treatment Plant- replaced limit switch on sand filter bridge by Pump Solutions 6-23-20.

Stonewater Lift Station- pump number 1 seal failure -pulled pump number 1 and sent off for repairs by JT,FZ 6-23-20.

Manor Commons - replaced 5 clean out caps and lids on Woodcock Way by FZ,AM 6-24-20.

Manor Commons- replaced 2 clean out caps and lids on Ostrich Trail by FZ,AM 6-24-20.

Carriage Hills Lift Station-seal failure on pump 1-repalced pump safe relay on pump number 1 pump 1 is back in operation by JT 6-29-20.

Maintenance

Greenbury Subdivision -Hydro jet wastewater main on Constellation to Canopy for maintenance by FZ,AM 6-1-20.

200 Blk S. Lampasas to John Nagle St. -Hydro jet wastewater main for maintenance by FZ,AM 6-1-20.

Hamilton Point Circle to Jaron Dr -Hydro jet wastewater main for maintenance by FZ,AM 6-1-20.

Wilbarger Plant - cleaned sand filter and replace old sand with new sand by FZ,CD,DD,AM 6-5-2020.

Bell Farms, Wild Horse Creek, Las Entradas and Presidential Glen lift station - fill hydrogen peroxide tanks by BF,JT 6-10-20.

Carriage Hills Lift Station-high wet well alarm-found floats needed to be cleaned-pulled rags from floats and cleaned the grease off floats the lift station is back in operation by JT,FZ,AM 6-11-20.

Stonewater Lift Station- pull floats and cleaned rags by DD,AM 6-16-20.

Brenntag - ordered (6) 150 lb. cl2 bottles for Wilbarger plant by JT 6-26-20.

Wilbarger Plant - cleaned grit out of sand filter by wastewater transport, FZ,AM,CD 6-29-20.

Wilbarger Plant- changed 150 lb. cl2 bottle number 2 by JT,AB 6-30-20.

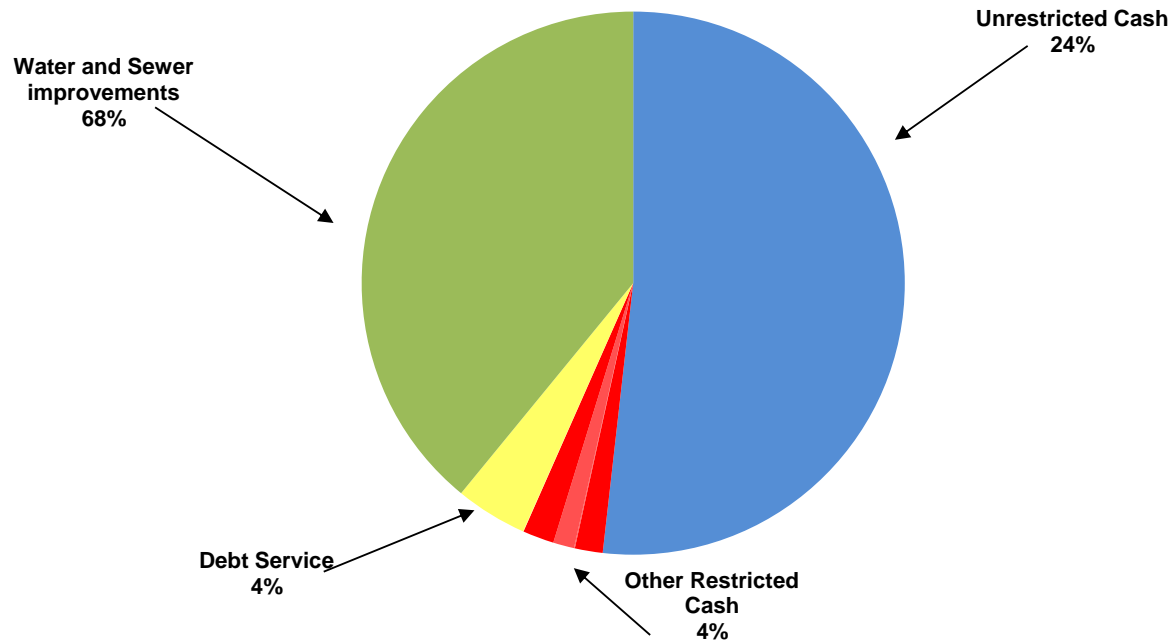
Inspections

Manor Heights - wastewater main and services by JL Gray Construction by JT 6-1-20 to 6-5-20.

Manor Heights - wastewater main and services by JL Gray Construction by JT 6-8-20 to 6-10-20.

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

| | GENERAL FUND | UTILITY FUND | DEBT SERVICE FUND | SPECIAL REVENUE FUNDS | CAPITAL PROJECTS FUND | TOTAL |
|--------------------------------------|----------------------|----------------------|-------------------------|-----------------------------|-----------------------------|----------------------|
| CASH AND INVESTMENTS | | | | | | |
| Unrestricted: | | | | | | |
| Cash for operations | \$ 10,417,497 | \$ 8,114,758 | | | \$ - | \$ 18,532,255 |
| Restricted: | | | | | | |
| Tourism | | | | 592,320 | | 592,320 |
| Court security and technology | 17,098 | | | | | 17,098 |
| Rose Hill PID | | | | 449,792 | | 449,792 |
| Customer Deposits | | 668,468 | | | | 668,468 |
| Park | 8,926 | | | | | 8,926 |
| Debt service | | | 1,529,823 | | | 1,529,823 |
| Capital Projects | | | | | | |
| Water and sewer improvements | | 4,696,897 | | 9,283,647 | | 13,980,544 |
| TOTAL CASH AND INVESTMENTS | \$ 10,443,521 | \$ 13,480,122 | \$ 1,529,823 | \$ 10,325,759 | \$ - | \$ 35,779,225 |



Overview of funds:

\$114,010.89 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 NO. 3

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing on an Ordinance rezoning 24.78 acres of land more or less out of the Sumner Bacon Survey No. 62, and being located along Hill Lane, from Light Commercial (C-1) to Institutional Small (I-1).

BACKGROUND/SUMMARY:

St. Joseph's Church has owned this property for many years and in the platting & development process to construct a new church there. Religious assembly use is allowed in any zoning district but they would like the zoning of their property to reflect their use and to have development standards that are suited to their project, such as landscaping requirements.

PRESENTATION: ☐ YES ☒ NO

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

Rezoning Map

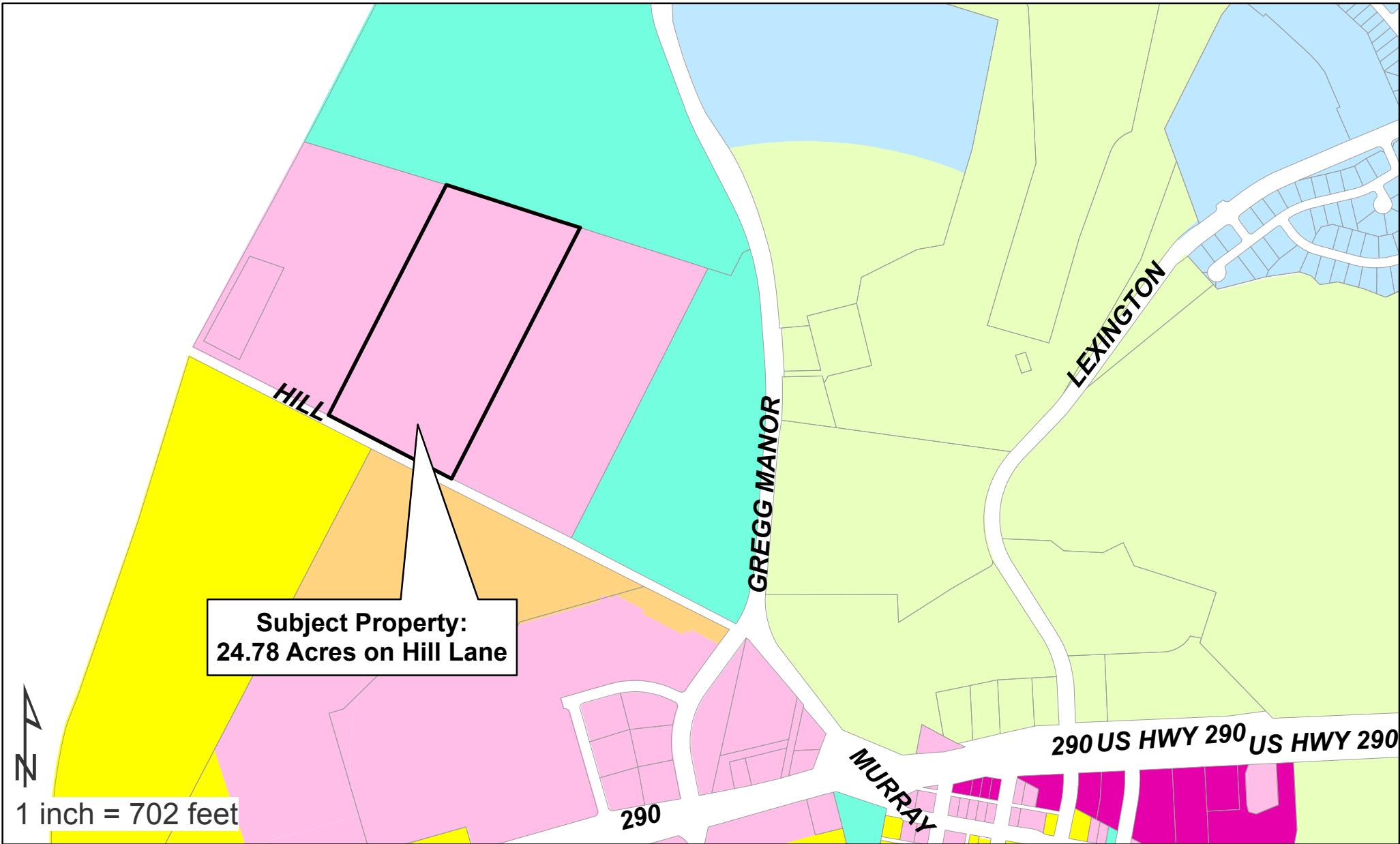
Notice Letter

Mailing Labels

STAFF RECOMMENDATION:

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

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



Proposed Rezoning: Institutional Small (I-1)

*Current Zoning District:
Light Commercial (C-1)*

Zone

Yellow SF-1 - Single Family

Orange SF-2 - Single Family

Light Blue MH-1 - Manufactured Housing

Dark Blue MH-2 - Manufactured Housing Park

Pink C-1 - Light Commercial

Magenta C-2 - Medium Commercial

Red DB - Downtown Business District

Light Red NB - Neighborhood Business

Purple IN-1 - Light Industrial

Dark Purple IN-2 - Heavy Industrial

Cyan I - Institutional

Light Green PUD - Planned Unit Development

Green A - Agricultural

Light Blue Manor ETJ



June 19, 2020

RE: 24.78 Acre Hill Lane Rezoning

Dear Property Owner:

The City of Manor City Council will be conducting public hearings to consider a rezoning request for 24.78 acres on Hill Lane. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a rezoning request for 24.78 acres of land more or less out of the Sumner Bacon Survey No. 62, and being located along Hill Lane, from Light Commercial (C-1) to Institutional Small (I-1).

The Planning and Zoning Commission will convene at 6:30PM on July 8, 2020 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on July 15, 2020 at 105 E. Eggleston St. in the City Council Chambers.

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

Sincerely,

Scott Dunlop
Assistant Development Director

sdunlop@cityofmanor.org
512-272-5555 ext. 5

9 Sunny Partners
2207 Lake Austin Blvd
Austin, TX 78703

Manor ISD
PO Box 359
Manor, TX 78653

Las Entradas Development Corp.
9900 US Highway 290 East
Manor, TX 78653

Butler Family Partnership
PO Box 9190
Austin, TX 78766



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning 24.78 acres of land more or less out of the Sumner Bacon Survey No. 62, and being located along Hill Lane, from Light Commercial (C-1) to Institutional Small (I-1). Applicant: Catholic Diocese of Austin. Owner: Catholic Diocese of Austin.

BACKGROUND/SUMMARY:

St. Joseph's Church has owned this property for many years and in the platting & development process to construct a new church there. Religious assembly use is allowed in any zoning district but they would like the zoning of their property to reflect their use and to have development standards that are suited to their project, such as landscaping requirements.

The Planning Commission voted 5-0 to recommend approval at their July 8th meeting.

PRESENTATION: ☐ YES ☒ NO

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

Letter of Intent
Rezoning Map
Aerial Map
Ordinance

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an Ordinance rezoning 24.78 acres of land more or less out of the Sumner Bacon Survey No. 62, and being located along Hill Lane, from Light Commercial (C-1) to Institutional Small (I-1).

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



Diocese of Austin

Facilities Planning Office

6225 Hwy. 290 East · Austin, TX 78723
(512) 949-2400 · Fax (512) 949-2520
www.austindiocese.org

6/11/20

City of Manor Planning and Zoning Board
105 E Eggleston
Manor, TX 78653

Re: Rezoning of Church Tract on Hill Ln.

The Catholic Diocese of Austin and St. Joseph Catholic Parish in Manor are relocating the parish from the current site on Old Hwy 20 to the new site on Hill Ln. As part of the development of the new site, the Diocese is requesting that the City of Manor rezone the site from "C-1-Light Commercial" to "I-Institutional". Although our proposed development of religious assembly and associated uses are permitted in both zoning districts, I-Institutional is more appropriate.

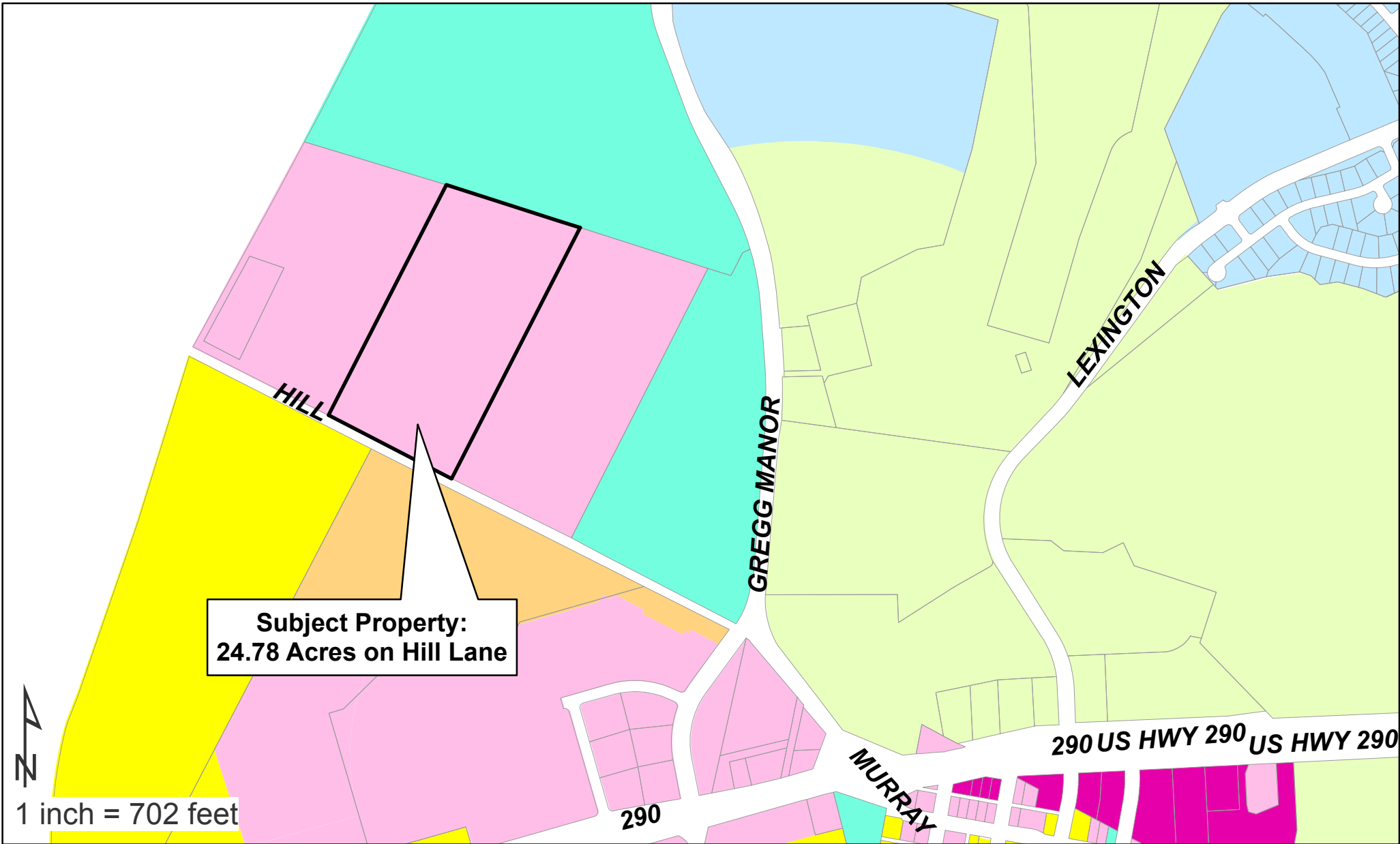
The "C-1" zoning is for retail, offices, shops and stores while the "I" zoning is for larger developments such as schools. The tracts to the north and to the east of the subject tract are currently developed as schools and zoned "I", while the tracts to the west and south are currently undeveloped. The "I" zoning continues the zoning of the developments moving west on the north side of Hill Ln.

If you have any questions regarding this matter please do not hesitate to contact me at 512.748.3170.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Baker".

Patrick Baker
Director of Facilities Planning



Proposed Rezoning: Institutional Small (I-1)

*Current Zoning District:
Light Commercial (C-1)*

Zone

SF-1 - Single Family

SF-2 - Single Family

MF-2 - Multi Family

MH-1 - Manufactured Housing

MH-2 - Manufactured Housing Park

C-1 - Light Commercial

C-2 - Medium Commercial

DB - Downtown Business District

NB - Neighborhood Business

IN-1 - Light Industrial

IN-2 - Heavy Industrial

I - Institutional

PUD - Planned Unit Development

A - Agricultural

Manor ETJ



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO INSTITUTIONAL SMALL (I-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Institutional Small (I-1). The Property is accordingly hereby rezoned to Institutional Small (I-1).

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

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of July 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the 5th day of August 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

EXHIBIT “A”

Property Address:
Hill Lane, Manor, TX 78653

Property Legal Description:

24.78 acres of land, more or less, out of the Sumner Bacon Survey No. 62, in Travis County, Texas, and being the same property conveyed to Phillip R. Pyndus, in a Substitute Trustee's Deed dated February 4, 1992 recorded in Volume 11617, Page 746 of the Real Property Records of Travis County, Texas.

Metes and Bounds Description

Being all that certain 24.7839 acre tract or parcel of land situated in the Sumner Bacon Survey No. 62, Travis County, Texas and being out of and part of Tract Two of the T. M. Rector Estate, according to instrument recorded in Volume 52, Page 323, Cause No. 6096, Probate Minutes of Travis County, Texas, and being that same tract (call 24.78 acres) described in Substitute Trustee's Deed to Phillip R. Pyndus and recorded in Volume 11617, Page 746, Travis County Real Property Records (TCRPR); said 24.7839 acre tract being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an iron rod found marking the Southwest corner of that certain 24.8354 acre tract as described in Deed to MANOR INDEPENDENT SCHOOL DISTRICT recorded in Volume 12597, Page 1543, TCRPR, same being the Southeast corner hereof, and being further located in the existing North right-of-way line of Hill Lane (variable width);

THENCE, North 59°50'56" West, with the South line hereof and the said North right-of-way line of Hill Lane, a distance of 742.87 feet to an iron rod set marking the Southwest corner hereof, same being the Southeast corner of that certain 24.81 acre tract described in Deed to Winter Family Trust recorded in Volume 12372, Page 961, TCRPR;

THENCE, North 30°22'11" East, with the West line hereof and the East line of 24.81 acre tract, a distance of 1393.75 feet to an iron rod found marking the Northwest corner hereof, same being the Northeast corner of said 24.81 acre tract, and being further located in the South line of that certain tract conveyed to T.M. Runge by Deed recorded in Volume 2520, Page 479, TCRPR;

THENCE, South 68°56'35" East, with the North line hereof and the South line of said Runge Tract, a distance of 740.59 feet to an iron rod found for angle point;

THENCE, continue, South 68°33'49" East, with the North line hereof and the South line of said Runge Tract, a distance of 12.18 feet to an iron rod found marking the Northeast corner hereof,

same being the Northwest corner of said 24.8354 acre tract;

THENCE, South 30°22'11" West, with the East line hereof and the West line of said 24.8354 acre tract, a distance of 1512.65 feet to the POINT OF BEGINNING and containing 24.7833 acres of land.

BASIS OF BEARINGS: Volume 12597, Pg. 1543, TCRPR.

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on selecting an appraiser for the EntradaGlen Public Improvement District (PID).

BACKGROUND/SUMMARY:

The City's adopted PID policy includes that the City, with input by the Developer, selects a PID appraiser when a PID is created. The City Council approved the creation of the EntradaGlen PID in July 2018. In anticipation that PID bonds may be issued later this year, City staff compiled a list of appraisers and makes the recommendation that Flato Realty Advisors, LLC be selected as the appraiser based on their experience in appraising PIDs.

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 selection of Flato Realty Advisors, LLC as the appraiser for the EntradaGlen PID; and authorize the City Manager to enter and execute any agreements necessary for appraisal services regarding the EntradaGlen PID.

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



AGENDA ITEM NO. 6

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a license agreement with Bell Farms Master Community, Inc. to install a fountain on Lot 1 Block C Bell Farms Phase 1A. Applicant: Bell Farms Master Community, Inc. Owner: City of Manor.

BACKGROUND/SUMMARY:

There was previously a fountain installed without a license agreement. The City did not claim ownership and maintenance of the fountain. The fountain was damaged when a vehicle crash into the pond. The HOA would like to replace the damage fountain but requires a license agreement.

PRESENTATION: ☐ YES ☒ NO

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

license agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the license agreement with Bell Farms Master Community, Inc.

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



1490 Rusk Road # 301 Round Rock, TX 78665

July 2, 2020

To Whom it May Concern,

Please see the enclosed license agreement for Bell Farms.

Should you have any questions please feel free to send me an email to William@psprop.net.

Thank you,

William Canales
Bell Farms Master Community
Association Manager
512-740-2846

CITY OF MANOR LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on this the ____ day of _____, 20__, (the "Effective Date") by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City" or "Licensor"), and Bell Farms Master Community, Inc., a Texas nonprofit corporation (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

RECITALS:

WHEREAS, The Bell Farms Subdivision contains publicly-owned land; and

WHEREAS, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Bell Farms Subdivision to construct, improve, install, and maintain improvements under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, installation and maintenance of a water fountain located at the Bell Farms Subdivision, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

The above-described property, hereinafter referred to as the "Licensed Property", is further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a timely manner without delay; (c) the

Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

III. FEE

3.01. No annual fee shall be due in connection with this Agreement.

IV. CITY'S RIGHTS TO LICENSED PROPERTY

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

4.02. Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property.

V. INSURANCE

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02 Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled,

reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this license.

City:

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

with a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Licensee:

Bell Farms Master Community, Inc.
c/o PS Property Management
1490 Rusk Road, Suite 301
Round Rock, TX 78665

with a copy to:

Niemann & Heyer, L.L.P., attn. Connie Heyer
1122 Colorado St, Suite 313
Austin, TX 78701

7.05. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

7.06. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

VIII. COMMENCEMENT AND TERMINATION

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter

for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

IX. TERMINATION

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- (b) Use of the right-of-way area becomes necessary for a public purpose;
- (c) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- (d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

X. EMINENT DOMAIN

10.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

XI. INTERPRETATION

11.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its

intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

XII. APPLICATION OF LAW

12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XIII. VENUE

13.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

14.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XV. ASSIGNMENT

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

ACCEPTED this the _____ day of _____, 20____.

THE CITY:
CITY OF MANOR

Dr. Larry Wallace Jr., Mayor

ATTEST:

By: _____
Name: Lluvia Tijerina
Title: City Secretary

LICENSEE:

Bell Farms Master Community, Inc.

By: [Signature]

Name: Dustin Lick

Title: Board President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Dr. Larry Wallace Jr., as Mayor of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

STATE OF TEXAS §

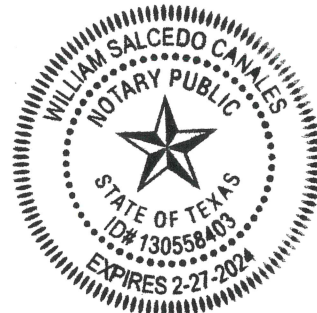
COUNTY OF WILKINSON §

This instrument was acknowledged before me on this 1 day of JULY, 2020 by DUSTIN LICK, as BOARD PRESIDENT of BELL FARMS MASTER COMMUNITY a NON-PROFIT ASSOC on behalf of said _____.

[Signature]
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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



/Volumes/File Server/CLIENTS/BellFarms/Fountain License 4-20/Bell Farms License Agreement Filled Out 4-8-20.docx

Exhibit "A"
[attachment follows this page]



FOUNTAINS



New 3/4HP J Series with Linden Nozzle

Visual Appeal Meets Performance

Enhance the aesthetics and improve the health of your body of water with Kasco Fountains. All fountains are engineered to deliver reliable and efficient performance, and even feature marine-grade stainless steel components for protection in harsh environments. Explore the multiple pattern options in our J Series line, the versatility of the xStream Series, and aerating power of the VFX fountain. Whatever your needs may be, Kasco has the right fountain for you.

J-SERIES DECORATIVE FOUNTAIN

Kasco J Series fountains are the perfect focal point in any pond or lake. From the 30 ft. high attention-demanding Redwood patterns, to the more elegant, 2-tired Linden patterns, each nozzle offers its own visual appeal. Designed with both beauty and function in mind, these fountains will improve overall water quality by increasing oxygen transfer. The J Series fountains come complete with control panel with 5ma GFI protection, mooring lines, and interchangeable spray patterns - all included in the fountain price! The 3/4HP and 1HP units include 5 nozzle patterns, the 2HP and 3HP units include 6 nozzle patterns, and 5HP unit includes 7 patterns, while the 7.5HP unit includes 3 patterns.

- Available as 3/4, 1, 2, 3, 5 and 7.5HP units
- **3/4HP and 1HP units redesigned for increased pattern heights and widths without increasing amp draw**
- Offered in 60Hz and 50Hz, 120V and 208-240V, and single and 3 phase power configurations
- Cord lengths available up to 200 ft. on 120V units, up to 500 ft. on 208-240V units*
- Complete packages are ETL approved to UL and CSA standards
- 2 year warranty on 3/4HP and 1HP units, 3 year warranty on 2HP and larger units

3/4HP & 1HP
Redesigned for increased
efficiency & performance.



New 1HP J Series with Cypress Nozzle

| HORSEPOWER | 3/4 HP | | 1 HP | | 2 HP | | 3 HP | | 5 HP | | 7.5 HP | |
|--------------------------|----------|----------|----------|----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|
| Model | 3400JF | 3400HJF | 4400JF | 4400HJF | 8400JF | 2.3JF | 3.1JF | 3.3JF | 5.1JF | 5.3JF | 7.3JF | |
| Voltage | 120V | 208-240V | 120V | 208-240V | 208-240V 1Φ | 208-240V 3Φ | 208-240V 1Φ | 208-240V 3Φ | 208-240V 1Φ | 208-240V 3Φ | 208-240V 3Φ | |
| Amperage† | 6.7 amp | 3.3 amp | 10.7 amp | 5.3 amp | 10 amp | 7.5 amp | 13.4 amp | 10.3 amp | 20 amp | 16 amp | 20 amp | |
| Min. water depth req. | 17.5 in. | | 19 in. | | 20 in. | | 24 in. | | 26 in. | | 28 in. | |
| PATTERNS | H | W | H | W | H | W | H | W | H | W | H | W |
| Linden | 9 ft. | 29 ft. | 12 ft. | 31 ft. | 16 ft. | 30 ft. | 19 ft. | 35 ft. | 20 ft. | 35 ft. | 24 ft. | 28 ft. |
| Cypress | 7 ft. | 17 ft. | 9 ft. | 28 ft. | - | - | - | - | - | - | - | - |
| Willow | 6.5 ft. | 21 ft. | 9 ft. | 31 ft. | 12.5 ft. | 28 ft. | 13 ft. | 35 ft. | 14 ft. | 36 ft. | - | - |
| Juniper | - | - | - | - | 8 ft. | 46 ft. | 9 ft. | 48 ft. | 10 ft. | 50 ft. | - | - |
| Redwood | - | - | - | - | 22 ft. | 7 ft. | 24 ft. | 8 ft. | 26 ft. | 8 ft. | 30 ft. ‡ | 10 ft. ‡ |
| Spruce | - | - | - | - | 19 ft. | 10 ft. | 21 ft. | 13 ft. | 24 ft. | 15 ft. | - | - |
| Sequoia | 13 ft. | 8 ft. | 18 ft. | 11 ft. | - | - | - | - | 21 ft. | 10 ft. | 26 ft. | 10 ft. |
| Birch | 7 ft. | 5 ft. | 11.5 ft. | 8 ft. | 12 ft. | 11 ft. | 14.5 ft. | 10 ft. | 14 ft. | 12 ft. | 14.5 ft. | 13 ft. |
| J-SERIES PREMIUM NOZZLES | | | | | H | W | H | W | H | W | H | W |
| Madrone ‡ | - | - | - | - | 13 ft. | 36 ft. | 15 ft. | 46 ft. | 17 ft. | 50 ft. | 20 ft. | 60 ft. |
| Magnolia ‡ | - | - | - | - | 14 ft. | 42 ft. | 16 ft. | 52 ft. | 19 ft. | 60 ft. | 22 ft. | 69 ft. |
| Mahogany ‡ | - | - | - | - | 12 ft. | 34 ft. | 14 ft. | 42 ft. | 16 ft. | 50 ft. | 19 ft. | 60 ft. |
| Palm ‡ | - | - | - | - | 13 ft. | 25 ft. | 15 ft. | 28 ft. | 18 ft. | 30 ft. | 20 ft. | 34 ft. |

*Cords are in 50 ft. increments up to 200 ft. on both 120V and 208-240V units. 208-240V units also offer 250 ft., 300 ft., 400 ft., and 500 ft. options. 50 ft. power cord not available for 5 HP units.

† Plus or minus 10% depending on nozzle used. ‡ Special Order Nozzle.





Southwest Aquatic Services

Holly Labay
P.O. Box 173
Altair, Texas, 77412

Estimate

| Date | Estimate # |
|-----------|------------|
| 4/13/2020 | 168 |

| Name / Address |
|---|
| William Canales Bell Farms HOA Manor, TX 78653 |

| | | | Project |
|--|-----|--------------|-------------------|
| | | | |
| Description | Qty | Cost | Total |
| Bell Farms-HOA | | | |
| Kasco 4499JF 200 Fountain and LED lights | 1 | 3,578.70 | 3,578.70T |
| Lic. Electrician Installation | 1 | 4,600.00 | 4,600.00 |
| Mileage | 120 | 0.60 | 72.00 |
| Sales Tax | | 7.25% | 259.46 |
| | | Total | \$8,510.16 |

Customer Signature _____



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Acknowledge the resignation of Planning and Zoning Commissioner Lian Stutsman, Place No. 5 and declare a vacancy.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Resignation Email

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council acknowledge the resignation of Planning and Zoning Commissioner Lian Stutsman, Place No. 5 and declare a vacancy.

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

-----Original Message-----

From: Lian Stutsman <

Sent: Wednesday, July 08, 2020 1:16 PM

To: Scott Dunlop <sdunlop@cityofmanor.org>

Subject: Planning and Zoning

Hi, Scott

It is time to lean into my intuition and resign from P&Z. The pandemic has proven to not support Extracurricular activities that do not produce income. I have not wanted to make this decision but I'm turning my focus to income producing activity. My resignation is effective immediately.

This has been an incredibly difficult decision and I'm really sad but I need to focus. Thank you for all your do and the whole team at City Hall, you guys are amazing.

Lian Stutsman



AGENDA ITEM NO. ⁸_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Mayor Wallace Jr.

DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Economic and Community Development Organizations for the City of Manor.

BACKGROUND/SUMMARY:

Recommended list of economic and community development enhancing organizations the City of Manor should be affiliated with and have representation on from City Council:

The U.S. Conference of Mayors - \$1,992

African American Mayors & Association - \$1,000

Association of Hispanic Municipal Officials - \$75.00

National League City - \$1,172 (this will change next year to \$1563 due to 2020 census population)

Texas Association of Black City Council Members - \$65.00

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

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



AGENDA ITEM NO. ⁹_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Councilman Harvey

DEPARTMENT: City Council

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on planning for the purchase of land and construction of a library and a recreation center.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 15, 2020

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on proposed City Charter Amendments.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Proposed Charter Amendments

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed Charter Amendments.

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

Manor Charter Commission – Proposed Amendments

Draft 7/10/20

[Note: Charter sections revised due to Charter Commission’s vote is shown below. The Charter Commission’s vote causing the change is provided. New language is underlined, bold, and italicized. Deleted language is shown with strike throughs.]

- A. Commission Action: Make annexation sections (which are Section 1.07 and 2.01) the same as state law; add requirement to post notices on City website as well**

Section 1.07. – Annexation and Disannexation.

The council may by ordinance unilaterally annex or disannex any land, property or territory upon its own initiative, upon a petition submitted by a majority of the voters residing within the territory being annexed or disannexed or upon petition by the owners of the property, as authorized by applicable law. The procedure for the establishment, modification or extension of the city boundaries, including the annexation or disannexation of territory, may not be inconsistent with any applicable requirements and limitations established by state law; provided that absent procedures being established by state law the action may be taken by ordinance adopted after one public hearing is held at least ten but not more than 20 days after notice of such public hearing is published in a newspaper of general circulation in the city and posted on the City’s website. Upon final passage of an ordinance, fixing, establishing or modifying the boundaries of the city or annexing or disannexing any property by any method prescribed herein, the boundaries of the city shall be so extended or modified as provided in such ordinance. Upon an ordinance annexing property into the city, the territory described in the ordinance shall become a part of the city, and the said land and its residents and future residents shall be bound by the acts, ordinances, codes, resolutions and regulations of the city.

A good and sufficient legal description of the land area being considered for annexation or disannexation, together with a map or plat prepared at the initiator's expense showing the location of such land area, shall be presented to the council at a public meeting prior to final action on such annexation or disannexation. Land disannexed from the city shall not be relieved from any unpaid lawful assessments or taxes levied by the city against the property while such land or property was a part of the city.

Section 2.01. – Boundaries.

The boundaries and limits of the city shall, until changed in the manner herein provided, be the same as have heretofore been established and as exist on the date of the adoption of this charter. The boundaries and territorial limits of the city may from time to time by ordinance be fixed, decreased, modified or extended, and property may be annexed into the city or disannexed from

the city, with or without the consent of any voter or of any landowner in the affected area, **unless consent is required by applicable law.**

- B. Commission Action: Move term length to Section 3.02; increase term to 3 years (Note: Increasing the term to 3 years requires candidates to be elected by majority vote, so the last sentence is deleted)**

Section 3.01. - Governing Body.

The governing body of the city shall be a city council composed of six council members and a mayor, ~~each elected for a term of two years.~~ When used in this charter or any other city document "council person" or "council member" includes the mayor unless the context indicates otherwise.

The mayor shall be elected from the city at large. The council members shall be elected from the city at large, by Place. Each seat on the council, except for the position of mayor, will be numbered, as Place 1 through Place 6. The council member occupying a particular seat will be identified by the Place number assigned to that council seat. The mayor and the three council members occupying Places 1, 3, and 5 shall be elected in odd numbered years and the three council members occupying Places 2, 4, and 6, shall be elected in even numbered years. ~~The candidate who receives the largest number of votes for a particular office shall be declared elected for that office.~~

- C. Commission Action: Move term length to Section 3.02; increase term length to 3 years; delete last two sentences; term limit of 5 terms (total, consecutive or not); provide for runoff election date to be on a Saturday within the time period set by state law**

(Note: Moving to 3-year terms requires candidates to be elected by majority vote. If a candidate is not elected by majority vote, there is a runoff election between the two highest vote-getters. This happens when there are 3 or more candidates. Moving to 3-year terms also requires vacancies to be filled by special election held within 120 days of the vacancy.)

Section 3.02. – Term and Term Limitations.

(a) The mayor and council members shall be elected in the manner provided in Article V of this charter to serve for no more than five ~~three consecutive~~ terms. **A partially-served term shall count as a term for the purposes of this subsection.** ~~Terms served as council member shall be considered separately from those served as mayor. However, no person may serve more than six consecutive terms as mayor and council member. After completing five three consecutive terms, as applicable, a person may again run for office after one full year of not holding any appointed or elected position on the council. Non-consecutive terms shall not be limited. Terms served prior to the adoption of this charter shall not be considered for the purpose of term limitations.~~

(b) Beginning with the November 2021 general election, the council shall transition to three-year terms as provided in this subsection. The candidates elected to Places 2, 4, and 6 in November 2020 shall serve two-year terms. For the November 2021 general election, the Mayor and two council places will be elected for three-year terms, and one council place will be elected for a two-year term. On or before June 1, 2021, the council members in Places 1, 3, and 5 shall draw lots to determine which place will serve the two-year term after the November 2021 general election. For the November 2022 general election, two council places will be elected to three-year terms and one council place will be elected to a one-year term. On or before June 1, 2022, the council members in Places 2, 4, and 6 shall draw lots to determine which place will serve the one-year term after the November 2022 general election. For the November 2023 general election, the council place elected to a two-year term in 2021 and the council place elected to a one-year term in 2022 will be elected for a three-year term. Thereafter, the candidates elected to the city council in the November general election will be elected to three-year terms.

Section 5.02. - General Elections.

~~(a).~~ Beginning with the general election to be held in 2016 and for each successive general election, the general city election shall be held annually on the uniform election date in November. The mayor and council members are elected by majority ~~plurality~~ vote.

~~*(b). The terms of office for the members of the city council elected to Places 2, 4, and 6 in May 2014 shall be extended until their respective successors qualify for office following the November 2016 election. The terms of office for the mayor and the members of the city council elected to Places 1, 3, and 5 in May 2015 shall be extended until their respective successors qualify for office following the November 2017 election.*~~

Section 5.09. - Election Results.

The mayor and council members are elected by majority ~~plurality~~ vote. No measure shall be adopted except by a majority vote and a tie vote shall defeat the measure.

Section 5.11. Run-Off Election. If no candidate for an elective office receives a majority of the votes cast for that position in the regular or special election, a run-off election shall be held between the two (2) candidates who received the greatest number of votes. Such run-off election shall be held in accordance with State election laws on a Saturday within the period set by state law for holding runoff elections. The candidate receiving the highest number of votes cast for the office in the run-off election shall be declared elected.

Section 5.12. ~~11~~. - Term of Office.

The mayor and each council member shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the council members shall commence on the first regular council meeting following the canvass of the election at which they receive a majority ~~plurality~~ vote. The remaining term of a member of council elected at a special election shall commence on the first regular council meeting after

the canvass of votes for the election at which they receive a majority plurality of the votes cast for the office.

D. Commission Action: Remove “gross immorality” and “habitual drunkenness”; add “gross misconduct”

Section 3.04. – City Council Judge of Its Members.

The council shall be the judge of the election and qualifications of its members, may determine the rules of its proceedings and shall have power to compel the attendance of absent members and to punish members for disorderly conduct. After due notice and opportunity to be heard, upon not less than six affirmative votes, the council shall have the power to remove any elected officer for conviction of a felony, gross misconduct, ~~gross immorality, habitual drunkenness~~, corruption, misconduct or malfeasance in office or failing to continuously reside within the corporate limits. Members of all boards appointed by the council may be removed by majority vote of the council present and voting at any time after notice in compliance with the open meetings laws.

E. Commission Action: If vacancy occurs with 12 months or less left on term, Council may fill vacancy by appointment or special election. If a third vacancy occurs when two members of Council have been appointed, the vacancy must be filled by special election. If a vacancy is filled by appointment, the appointment must first be offered to the next highest vote getter. Vacancy in the mayor’s position is always filled by election. Appointments must be made within 45 days.

Section 3.05. - Vacancies in Office.

- ~~(a)~~ The office of mayor or council member shall become vacant as provided in Section 3.10, or upon death, resignation, removal from office of the incumbent, or, for individuals elected to office, failure to take the oath of office by the first regular city council meeting following the canvass of the election at which the individual receives a plurality vote, or, for individuals appointed to office, by the first meeting following the individual's appointment. ~~Any vacancy or vacancies, whether in the office of mayor or council member, may be filled by special election called for such purpose or by the majority of the remaining council members appointing a qualified person to fill the vacancy. All appointees to vacancies shall serve for the remainder of the unexpired term of the office so filled.~~
- (b) A vacancy for an unexpired term that exceeds twelve months, that occurs when two places on council have been filled by appointment, or that occurs in the office of mayor, shall be filled by special election called for such purpose. The date for a special election to fill a vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law;**

provided that, if a vacancy occurs and no such election date falls within 120 days after the date of the vacancy, the council shall, without regard to the specified uniform election dates, order such election to be held on a Saturday within 120 days from the date of the vacancy. No special election will be required if the vacated office has a term of 120 days or less remaining as of the date of the first council meeting held after the date of the vacancy.

- (c) If a vacancy occurs for an unexpired term of twelve months or less for a position other than the mayor when there are less than two place on council filled by appointment, then the vacancy may be filled by either special election called for such purpose or by the majority of the remaining council members appointing a qualified person to fill the vacancy. If the council chooses to fill the vacancy by appointment, the council will first offer the position to the candidate who received the second highest number of votes in the election for the vacant position that immediately preceded the date the vacancy arose; provided that the candidate must meet the qualifications for office prescribed by state law and this charter. If the candidate does not accept the offer of appointment or is unqualified to serve, then the Council may appoint another qualified person to fill the vacancy. The vacancy must be filled within forty-five days from the date the vacancy occurs.
- (d) All appointees or persons elected to vacancies as provided in this section shall serve for the remainder of the unexpired term of the office so filled.

F. **Commission Action:** Council compensation: Compensation for attendance at regular Council meetings, a maximum of two per month as follows— \$150/meeting for the Mayor and \$75/meeting for Councilmembers

Section 3.09 - Compensation.

~~The mayor shall not be paid and each other council member shall not be paid.~~ The mayor shall be paid one hundred fifty dollars and each council member shall be paid seventy-five dollars for each city council meeting attended each month, up to a maximum of two per month. ~~They~~ The mayor and council members shall be entitled to reimbursement for actual and necessary expenses incurred in the performance of official duties, as budgeted and duly authorized. No staff or assistant shall be provided for any member of the council.

G. **Commission Action:** Announcement of candidacy or filing for office at any time during term is an automatic resignation.

Section 3.10. - Automatic Resignation.

The office of mayor or council member shall become vacant upon such member's announcement of candidacy or becoming a candidate in any general, special, or primary election, or any office of profit or trust under the laws of the State of Texas or the United States other than the office then held, at any time during the member's term, and ~~when the unexpired term of~~

~~the office then held exceeds one year and 30 days, [and]~~ such announcement or such candidacy shall constitute an automatic resignation of the office then held. The city council may not appoint a person who vacates his or her place on council under this ~~sub~~section to fill the resulting vacancy.

H. **Commission Action: Remove “may take command of the police”,
“maintain order and enforce all laws”**

Section 4.01. - Mayor.

The mayor serves as the ceremonial head of the city, and shall preside at all meetings of the council and provide the leadership necessary to good government. He or she shall work with the council to obtain legislation in the public interest and with the city manager to ensure the same is enforced, and participate in the discussion and vote on all legislative and other matters coming before the council. The mayor shall have signatory authority for all legal contracts and commitments of the city, sign all ordinances and resolutions, work and coordinate with the city manager and the council, but may not bind or obligate the city in any way without prior authorization from the council and to the extent provided by state law in time of declared emergency, may ~~take command of the police and~~ govern the city by proclamation, ~~maintain order and enforce all laws~~; provided that the mayor must immediately call for an emergency meeting of the city council to consider the appropriate actions for the city during the emergency; and perform ceremonial duties.

I. **Commission Action: Add “public on the City’s website and in the City’s official newspaper” to Section 5.01; make the change through the Charter – where publication in newspaper is required also require posting on the City’s website**

[Note: I only show you the revised Section 5.01. The language “and posting on the City’s website” will also be added to the sections listed after 5.01]

Section 5.01. - Notice and Order for Elections.

City elections shall be ordered and notice thereof given as provided in the Texas Election Code. The council shall establish the procedures and order elections except as provided therein. If not otherwise provided for by state law, all elections shall be ordered at least 62 days prior to the date of election and notice shall be given by publication and posting on the City’s website not more than 30 days and not less than 20 days immediately preceding the date of election. Notice of election shall be published in a newspaper published within the city, and if there be no such publication, notice shall be published in a newspaper of general circulation within the city.

Sections where posting on City website needs to be added:

Section 1.07: Annexation and Disannexation

Section 6.10: Procedure and Results of Election (Initiative and Referendum):

Section 8.05. Budget Process

Section 8.11: Bonds

Section 11.02. - Franchises.

J. Commission Action: Default to state law for period of time voters must be registered

Section 5.08. - Voters and Voting.

Every registered voter who has been a resident of the city for the period of time required by state law ~~30 days or more~~ prior to the date of the election shall be entitled to vote in city elections. Early voting and the hours the polls are open shall be as established by state law, or absent state law providing therefor, as established by ordinance.

K. Commission Action: Clarify this section

Section 6.03. - Referendum.

The people of the city shall have the power to require reconsideration by the council of any adopted ordinance regarding any issue that would be a proper subject for an initiative, ~~and if~~ *If* the council fails to repeal an ordinance so reconsidered, the people shall have the power to approve or reject the ordinance at an election. Such power does not extend to the budget; capital expenditures; levy of taxes; any bonds, certificates of obligation or any similar obligations; zoning; annexation; or any rates, fees and charges; provided that tax increases shall be subject to petition as provided by state law.

L. Commission Action: Adopt a process for Recall of Councilmembers

ARTICLE VI. INITIATIVE, REFERENDUM AND RECALL

Section 6.11. Power of Recall.

The people of the city reserve the power to recall any elected city officer and may exercise the power by filing with the city secretary a petition signed by qualified voters of the city equal in number to at least twenty-five percent (25%) of the number of votes cast in the last general city election, demanding the removal of the elected officer. The petition shall be signed and verified as required for an initiative petition and a separate petition must be filed for each officer being recalled.

Section 6.12. Recall Election.

The provisions regulating examination, certification, and amendment of initiative petitions shall apply to recall petitions. If the city secretary certifies the petition as sufficient, the city council shall, at the first meeting for which timely notice may be given, order a special election to be held at the earliest time permitted by this charter and state law, to determine whether the officer shall be recalled. If a majority of votes cast at a recall election be for the recall of the officer, the office shall be vacant.

Section 6.13. Limitation on Recall.

No recall petition shall be filed against an officer within six (6) months after taking office, and no officer shall be subjected to more than two (2) recall election during the term of office.

Section 6.14. Failure of City Council to Call an Election.

If the city secretary shall certify the petition as sufficient and the city council shall fail or refuse to order such recall election, or to discharge any other duty imposed upon the council with reference to the recall, then any citizen of the city may file suit in the district courts to compel the council to order the election.

- M. Commission Action: City Manager must live within 25 miles of the city limits; minimum three years must pass before a Council member can be appointed city manager**

Section 7.01. - City Manager.

The council appoints and removes the city manager upon the affirmative vote from five members of council. The council supervises the city manager by majority vote. The city manager shall be chosen and compensated solely on the basis of his or her experience, education, training, ability and performance, and need not be a resident of the city; provided that, during his or her tenure of office the city manager shall reside within twenty-five miles of the city limits ~~Travis County or any contiguous county~~. The city manager may be bonded at city expense as determined by the council, and the city manager may require a bond be provided at city expense by any other employee. No member of the council shall, during the term of office for which he or she is elected or for three years ~~one year~~ thereafter, be appointed city manager.

- N. Commission Action: Addition of Committees**

ARTICLE X. PLANNING AND DEVELOPMENT; COMMUNITY COMMITTEES

Section 10.10. Community Committees. The following community committees are hereby established. The City Council shall adopt an ordinance providing for the membership, qualifications, terms, duties, and other matters determined appropriate by the City Council regarding the committees.

- (a) Community Collaborative Committee. The community collaborative committee shall serve to promote communication between the City and the community on issues affecting the City as a whole. The community collaborative committee shall include representatives from the City's homeowners' associations, community non-profit associations, the school district, charter schools, and other members of the community as determined appropriate by the City Council.
- (b) Economic Development Committee. The economic development committee will be made up of representatives from the City, the local business community, and other persons determined appropriate by the City Council. The economic development committee shall serve as a resource for marketing the City and promoting the economic development of the City.
- (c) Public Safety Committee and Community Advisory Committee. The public safety committee shall serve to provide input on the programs and activities of the Police Department and other areas of public safety and to assist in bridging relationships between the community and local police, fire, EMS and to provide direction in matters of public safety. The committee will be made up of members of city council and city staff, and additional members of the community if determined appropriate by the City Council. The public safety committee shall recommend for appointment by the city council persons to serve on a community advisory committee. The community advisory committee shall receive input from the community on ideas, areas of concern, and complaints regarding public safety matters , and shall perform other functions established by the City Council by ordinance.
Emergency Management Committee. The emergency management committee shall serve to coordinate and integrate activities and capabilities needed to mitigate against, prepare for, respond to, and recover from emergencies, declared disasters or hazards. The committee will be made up of members of city council and city staff, and additional members of the community if determined appropriate by the City Council.

O. Commission Action: Address conflict in state law for timeframe for approving certain Charter amendments

Section 11.02. - Franchises.

The council shall have the power and authority to grant franchises for the use and occupancy of streets, avenues, alleys and any and all public property belonging to or under the control of the city. Except as specifically authorized and provided otherwise by state law, no individual, organization, entity, political subdivision, corporation, public utility or any provider of public service shall provide any service within the city requiring the use or occupancy of any street, public right-of-way or property without first being granted a franchise or permit to use such city facilities. The franchise ordinance or permit shall fully describe the terms of the agreement, and regardless of the title given, shall be subject to the terms of this Article. The terms of such agreements shall be explicit so as to protect the interests of the citizens and shall include but not be limited to the terms prescribed in this charter. No franchise ordinance or permit shall be passed except on two readings held after a public hearing for which ten days' notice is given in a newspaper of general circulation in the city, unless applicable state or federal law requires the

issuance of the franchise or permit within a specific time period, in which case the franchise ordinance or permit will be approved in accordance with the procedures established by ordinance.

- P. **COMMISSION ACTION:** Have an interview process; no one related within 1st degree of consanguinity or affinity may be appointed; if there are not enough qualified voters of the City who apply, appoint up to two ETJ residents

Section 12.01. - Ethics Commission.

The city council shall adopt, and periodically modify and amend, an ordinance providing an ethics policy and code of conduct applicable to the officers, employees, boards and commission members of the city. An ethics commission composed of a minimum of five qualified voters of the city shall be established to advise the council on the content and requirements of the ethics policies and ordinance and to hear and decide complaints filed pursuant to such policies and ordinance. The council shall applications from and interview persons interested in serving on the ethics commission. After concluding the interview process, each Each council member has the right to recommend appointment of qualified citizens to serve, subject to the approval by vote of the council. Should the council approve a seven member ethics commission, each council member shall appoint one member to the commission, subject to the approval by vote of the council. If a sufficient number of qualified voters do not apply to fill vacancies on the commission, the council may appoint up to two residents of the extraterritorial jurisdiction to serve on the ethics commission. The council may not appoint any person related to a member of the council within the first degree of consanguinity or affinity. The members of such commission are appointed, supervised and removed by the city council and shall meet upon a complaint or grievance being filed or at the request of the council or the city manager. The ethics commission has authority and power to investigate complaints; gather and hear evidence; issue and enforce subpoenas to compel the attendance of witnesses and collection and presentation of any evidence or documents; decide ethics complaints based on the information and facts submitted; issue written opinions; issue verbal or written reprimands and to admonish; and in appropriate circumstances, to recommend to the city council and/or the city manager as appropriate more severe disciplinary action, including removal, termination, civil litigation or criminal charges. The ethics commission shall be advised by independent legal counsel nominated by the city attorney and appointed by the council.

- Q. **COMMISSION ACTION:** Add family members related within the first degree of consanguinity or affinity

Section 12.04. - Conflict of Interest.

No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee, or a family member related to the officer or employee within the first degree of consanguinity or affinity, has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest

arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest.

R. COMMISSION ACTION: Conform to State Law

Section 13.06. - Public Records.

All public records of every office, department, or agency of the city, that are not subject to a privilege against disclosure that is recognized by state or federal law are open to inspection by the public all reasonable times *in accordance with state law and the policies and procedures established by the City that are consistent with state law.*; ~~provided that the following records shall not be considered public records for the purpose of this section:~~

- ~~(a) records that may be closed to the public pursuant to state law;~~
- ~~(b) records that are attorney client privileged;~~
- ~~(c) records that regard a competitive bid or proposal that has not been finally awarded;~~
- ~~(d) records that regard the active negotiation of a contract or pending acquisition of property;~~
- ~~or~~
- ~~(e) records that include information that is protected by a right of privacy established by statute or constitution.~~

S. COMMISSION ACTION: Add Finance Director as subsection (f) and public works director moves to (g)

Section 13.07. - Succession.

If four or more positions on the city council become vacant at any time due to disaster or an event that results in the death or inability to serve of four or more members, the mayor, mayor pro-tem, majority of the surviving members of council, or if there be but one, any surviving member, may call a special election to fill the vacant positions. In such event, pending the election, if there are three surviving members of the city council they constitute a quorum. If there are not at least three surviving members the following officers of the city in the order listed shall serve with the surviving members of the council on an interim basis as necessary to result in a four member quorum:

- (a) the chair of the planning and zoning commission;
- (b) the vice chair of the planning and zoning commission;
- (c) the city manager;
- (d) the chief of police;
- (e) the city secretary; ~~and~~
- (f) the finance director; and*
- ~~(f)~~ *(i)* the director of public works.

If such surviving officers not be sufficient in number to constitute a quorum, the remainder shall constitute a quorum until the officers elected at the special election take office.

T. COMMISSION ACTION: Change “shall” to “will”

Section 13.08. - Charter Review.

The council will ~~shall~~ review the charter every two years to determine if any amendment should be considered. The council will ~~shall~~ appoint a charter review commission, consisting of seven qualified voters of the city, at least every fifth year. The terms of each charter review commission will ~~shall~~ be six months and such commission will ~~shall~~ review, hold hearings upon and make recommendations for the amendment, if any, of this charter. Any resulting charter elections will ~~shall~~ be noticed and held in compliance with state law.

U. COMMISSION ACTION: Adopt language recommended by City staff regarding changes to Charter sections governing the Public Works Department; and establish offices of Human Resources and Planning Department

Section 7.08. - Public Works Department.

There shall be established a public works department to administer, supervise and coordinate the construction and maintenance of the streets, parks, water/wastewater and thoroughfares, the drainage system, and all public property and equipment not the responsibility of another department. The department shall have and be responsible for other duties, projects and works as provided by ordinance or assigned by the city manager. The director of public works shall administer and manage the department. *The director of such department is appointed and removed by the city manager.*

Section 7.11. - Human Resources.

The office of Human Resources shall be established. The city shall be an equal opportunity employer and the service of each officer and employee shall be "at will". The administration of human resources of the city shall be governed by written rules and regulations to be known as "Personnel Policies". The city manager or his or her designee shall prepare such policies and recommend their adoption to the council. Such policies shall not be inconsistent with this charter and will become effective when approved by the council by ordinance. All policies so adopted and not inconsistent with this charter shall have the force and effect of law.

Section 10.07. - Planning and Development Department.

The city council shall ~~may~~ create by ordinance such department(s) as necessary to provide technical and administrative support in the areas of planning, growth management and land development, or the city manager may assign such duties to any other department or officer of the city. The director of such department is appointed and removed by the city manager.

The department of Development Services shall be established. The director of planning shall administer and manage the department and shall have and be responsible for the duties, projects and works as provided by this charter, ordinance, or as assigned by the city manager. The director of such department is appointed and removed by the city manager.

