



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

City Council Regular Meeting

Wednesday, August 19, 2020 at 7:00 PM

Manor City Hall, Council Chambers, 105 E. Eggleston St.

AGENDA

This meeting will be live streamed on Manor Facebook Live
You can access the meeting at <https://www.facebook.com/cityofmanor/>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A.** Declaring Friday, August 21, 2020, as “*Senior Citizens Day*”
- B.** Declaring Wednesday, August 26, 2020, as “*Women’s Equality Day*”

PUBLIC COMMENTS

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

REPORTS

Reports about items of community interest on which no action will be taken.

- A. Leadership Manor**
Submitted by: Debbie Charbonneau, Community Development Manager

CONSENT AGENDA

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

- 1.** Consideration, discussion, and possible action to approve the City Council Minutes of the August 5, 2020, Regular Meeting.
Submitted by: Lluvia T. Almaraz, City Secretary

2. Consideration, discussion, and possible action on the acceptance of the July 2020 Departmental Reports:

- 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

REGULAR AGENDA

3. Consideration, discussion, and possible action on an ordinance amending the Code of Ordinances to create the Public Safety Committee.

Submitted by: Ryan Phipps, Chief of Police

4. Consideration, discussion, and possible action on the appointment of two (2) Public Safety Committee Council Members to serve a one-year term.

Submitted by: Ryan Phipps, Chief of Police

5. Consideration, discussion, and possible action on an Interlocal Agreement between the City of Manor and Travis County Sheriff's Office for Emergency Dispatch Services.

Submitted by: Ryan Phipps, Chief of Police

6. Consideration, discussion and possible action on Amendment Three (3) to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) effectively recognizing the five (5) new agencies to the Partner Agency List.

Submitted by: Ryan Phipps, Chief of Police

7. Consideration, discussion and possible action on Amendment Three (3) to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) effectively recognizing the five (5) new agencies to the Partner Agency List.

Submitted by: Ryan Phipps, Chief of Police

8. Consideration, discussion and possible action on a Concept Plan for Presidential Glen Commercial Phase 1, three (3) lots on 5.4 acres, more or less, and being located at US Hwy 290 East and Paseo de Presidente Blvd, Manor, TX.

Applicant: Kimley-Horn and Associates

Owner: West Elgin Development Corp.

Submitted by: Scott Dunlop, Asst. Development Services Director

9. Consideration, discussion, and possible action on a draft Comprehensive Plan Request for Proposal Scope.

Submitted by: Scott Dunlop, Asst. Development Services Director

10. Consideration, discussion, and possible action on setting public hearings for the FY2020-2021 Proposed Annual Budget and 2020-2021 Property Tax Rate.

Submitted by: 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.

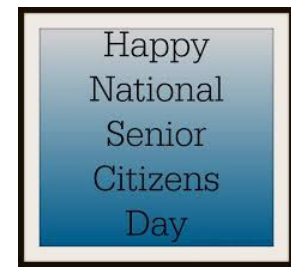
POSTING CERTIFICATION

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, August 14, 2020, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



Item A.

PROCLAMATION

WHEREAS, On August 19, 1988, President Ronald Reagan signed Proclamation 5847 declaring August 21st as National Senior Citizens Day to raise awareness about issues that affect senior citizens and their quality of life; and

WHEREAS, on August 21st, National Senior Citizens Day recognizes the achievements of the more mature representatives of our nation. The day provides an opportunity to show our appreciation for their dedication, accomplishments, and services they give throughout their lives; and

WHEREAS, it is imperative that we make use of the vital resources our senior citizens provide. We recognize the tremendous contribution these seniors have made to our community. These are the people who survived the Great Depression, fought the wars, built businesses and raised our families; and

WHEREAS, their wealth of knowledge, skill, and experience offer so much to the next generation. As technologies advance, these are the people who've experienced each step of change. Not only have they contributed to it, but they understand firsthand the benefits and the drawbacks. They know life without the advancements that exist today; and

WHEREAS, senior citizens deserve the respect and dignity their achievements earn them. The day encourages supporting senior citizens to live their lives to the fullest and as independently as possible.

NOW, THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Friday, August 21, 2020, as:

“Senior Citizens Day”

in the City of Manor and encourage all citizens to recognize this day in celebrating by spending time with the senior citizens in their lives and let them know how much they are appreciated and loved.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 19th day of August 2020.

Dr. Larry Wallace Jr., Mayor
City of Manor



PROCLAMATION

WHEREAS, in 1971 U.S. Congress designated August 26 as “Women’s Equality Day.” The date was selected to commemorate the 1920 certification of the 19th Amendment to the Constitution, granting women the right to vote; and

WHEREAS, the anniversary date of the certification of the 19th Amendment, which culminated a 72-year, non-violent campaign to extend the right to vote to women, as symbol of the continued fight for equal rights; and

WHEREAS, over the last century, great women have proved these views wrong as the world has witnessed just what women are capable of achieving; and

WHEREAS, the observance of Women’s Equality Day not only commemorates the passage of the 19th Amendment, but also calls attention to women’s continuing efforts toward full equality; and

WHEREAS, the City of Manor recognizes the commemoration of that day in 1920, on which the women of America won their right to vote, as an opportunity to continue to work for equal rights for ALL citizens.

NOW THEREFORE, I, Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Wednesday, August 26, 2020, as:

“Women’s Equality Day”

in the City of Manor, Texas and urge all citizens to honor women for their leadership and achievements in service to their families, their communities, and the Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 19th day of August 2020.

Dr. Larry Wallace Jr., Mayor
City of Manor

AGENDA ITEM NO. 1

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 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 August 5, 2020, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: NO

ATTACHMENTS: YES *(If YES, please list below in order to be presented)*

- August 5, 2020, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the City Council Minutes of the August 5, 2020, Regular Meeting.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)



**CITY COUNCIL
REGULAR SESSION MINUTES
AUGUST 5, 2020
Via Telephone/Video Conference**

The meeting was live streamed on Manor Facebook Live beginning at 7:00 p.m.
<https://www.facebook.com/cityofmanor/>

PRESENT:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Scott Dunlop, Assistant Development Services Director

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:00 p.m. on Wednesday, August 5, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

Mayor Wallace Jr. led the Pledge of Allegiance.

PROCLAMATION

A. Declaring Friday, August 7, 2020 as “*Purple Heart Day*”

Mayor Wallace Jr. read and presented a proclamation declaring Friday, August 7, 2020, as “Purple Heart Day” to Council Member Emily Hill.

PUBLIC COMMENTS

Joseph Alberts, 546 Llano Street, Manor, Texas, spoke before City Council on behalf of Cleora McVade. He expressed his and families concerns regarding the smell and dust that is being caused by the new wastewater construction.

Danny Scarbrough, 307 E. Eggleston Street, Manor, Texas, spoke before City Council and expressed his concerns regarding politics vs people. He stated he has received complaints from local business owners regarding their business management and has also received complaints from employees regarding their communication with City Council. He would like to see more diversity and communication among everyone.

REPORTS

Reports about items of community interest on which no action was taken.

- Manor Police Department - Ryan Phipps, Chief of Police
 - 1) Public Safety Committee
 - 2) Emergency Management Committee
 - 3) Chief’s Community Advisory Board

Chief Phipps discussed and gave an update on the Public Safety Committee; Emergency Management Committee; and Chief’s Community Advisory Board.

- City Manager’s Report - Thomas Bolt, City Manager
 - 1) Economic Development

City Manager Bolt discussed the attached Economic Development Smart Book.

Mayor Pro Tem Deja Hill thanked City Manager Bolt for all the information that he provided.

City Manager Bolt thanked Scott Dunlop, Assistant Development Services Director for helping him gather all the information provided in the Economic Development Smart Book.

At the request of City Manager Bolt Agenda Item No. 2 was moved to the Consent Agenda.

CONSENT AGENDA

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

- July 15, 2020, Joint Meeting with Manor Charter Review Commission; and
- July 25, 2020, Workshop Session

2. Second and Final 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.

Ordinance No. 577: 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.

MOTION: Upon a motion made by Council Member Scarbrough 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 discussion.

Motion to approve carried 6-0

REGULAR AGENDA

3. Consideration, discussion, and possible action to approve a Resolution calling the November 3, 2020, General Election; Authorization of an Election Calendar; and Authorization for the Mayor to sign the Notice of General Election.

The City staff recommended that the City Council approve Resolution No. 2020-06 calling the November 3, 2020, General Election; Approve the Election Calendar; and Authorize the Mayor to sign the final Notice of General Election.

Lluvia T. Almaraz, City Secretary was available to address any questions posed by the City Council.

Resolution No. 2020-06: A Resolution Of The City Of Manor, Texas, Ordering A General Election To Be Held On November 3, 2020, For The Purpose Of Electing Three (3) Council Members Of The City Council (Place Nos. 2, 4, And 6); Making Provisions For The Conduct Of The Elections; Providing For Other Matters Relating To The Election; And Providing An Effective Date.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Amezcua, to approve Resolution No. 2020-06 calling the November 3, 2020, General Election; Approve the Election Calendar; and Authorize the Mayor to sign the final Notice of General Election.

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

There was no further discussion.

Motion to approve carried 6-0

4. Consideration, discussion, and possible action to approve an Ordinance Calling the November 3, 2020, Special Election to be held on the adoption of amendments to the Charter of the City of Manor; Authorizing for the Mayor to sign the Notice of Special Election.

The City staff recommended that the City Council approve Ordinance No. 578 calling the November 3, 2020, Special Election to be held on the adoption of amendments to the Charter of the City of Manor; and Authorize the Mayor to sign the final Notice of Special Election.

Lluvia T. Almaraz, City Secretary was available to address any questions posed by the City Council.

Ordinance No. 578: An Ordinance Ordering a Special Election to be Held on the Adoption of Amendments to the Charter of the City of Manor; Providing for the Election to be Conducted in Accordance With the Procedures Set Forth in the Resolution Calling the 2020 General Election; and Related Matters.

Kay Forsythe, 139 Lexington Street, Manor, Texas, spoke before City Council regarding the proposed Charter Amendments. She discussed the proposed Council Compensation. Ms. Forsythe also discussed the Economic and Community Development Organizations that Council is wanting to participate in. She expressed her concerns regarding the proposed changes to the City Council Term Limits. She is requesting additional time for citizens to consider all proposed changes to the City Charter.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Mayor Pro Tem Deja Hill, to approve Ordinance No. 578 calling the November 3, 2020, Special Election to be held on the adoption of amendments to the Charter of the City of Manor; and Authorize the Mayor to sign the final Notice of Special Election.

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

Council Member Dr. Harvey asked for clarification on the proposed 4-year terms for City Council on Section 3.01 Governing Body.

Mayor Wallace Jr. clarified the amendments to the 4-year term.

Mayor Wallace Jr. stated that the Charter Review Commission had met for 6 months to discuss all proposed amendments. He discussed the joint meeting that was held with the Charter Review Commission regarding all proposed changes. He stated recording could be found on Manor's Facebook.

There was no further discussion.

Motion to approve carried 5-1 (Council Member Scarbrough voted against)

5. Consideration, discussion, and possible action on establishing an emergency financial assistance rent/mortgage, utility, and small business grant program.

The City staff recommended that the City Council approve the establishment of an Emergency Financial Assistance Rent/Mortgage, Utility and Small Business Grant Program funded only up to the allotment provided to the city by Coronavirus Relief Fund (CRF) from the Texas Department of Emergency Management (TDEM) under the CARES Act.

City Manager Bolt discussed the attached Emergency Utility Bill Relief Grant Program Guidelines.

The discussion was held regarding the assistance to small businesses.

The discussion was held regarding the process for distribution of funds and qualifications for small business owners.

The discussion was held regarding the clarification on Eligibility Requirements.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Scarbrough, to approve the establishment of an Emergency Financial Assistance Rent/Mortgage, Utility and Small Business Grant Program funded only up to the allotment provided to the city by Coronavirus Relief Fund (CRF) from the Texas Department of Emergency Management (TDEM) under the CARES Act.

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

Mayor Pro Tem Deja Hill asked for clarification on Exhibit C No. 6 regarding the application.

City Manager Bolt stated that at this time there was no application attached.

There was no further discussion.

Motion to approve carried 6-0

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session via Zoom at 7:50 p.m. on Wednesday, August 5, 2020, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 5* at 7:50 p.m. on Wednesday, August 5, 2020.

Interviews were conducted via zoom.

The Executive Session was adjourned at 8:52 p.m. on Wednesday, August 5, 2020.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:52 p.m. on Wednesday, August 5, 2020.

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

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to appoint Prince John Chavis to the unexpired term of the P&Z Commission, Place No. 5.

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

There was no discussion.

Motion to approve failed 3-3 (Council Member Scarbrough, Council Member Amezcua, and Mayor Wallace voted against)

Mayor Wallace Jr. open the floor for a second motion.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Emily Hill, to appoint Ruben Cardona to the unexpired term of the P&Z Commission, Place No. 5.

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

There was no discussion.

Motion to approve carried 4-2 (Council Member Emily Hill and Council Member Dr. Harvey voted against)

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:55 p.m. on Wednesday, August 5, 2020.

These minutes approved by the Manor City Council on the 19th day of August 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



MEMO

To: Mayor and City Council Members
From: Thomas Bolt, City Manager
Date: August 5, 2020
RE: **Economic Development Smart Book**

Mayor, Councilmembers and EDC Committee members.

Based on the asks from the first Mayors EDC meeting we have compiled the following list of information either requested or deemed important by staff to represent all of the current efforts and or policies in place to address Economic Development here in the City of Manor. Of course, the boundaries of the City can change with voluntary annexation initiated by a property owner. We are currently working on an updated Capital Improvement Plan that establishes proposed uses and needs for infrastructure both within our City Limits and ETJ. The charts or documents below represent preliminary action or projects staff is working on. Not included in the following are projects staff is currently working on with developers with both Development Agreements and Public Improvement Districts (PID analysis for bond purposes. We do not have a Tax Increment Refinance Policy (TIRZ) but this is a financing avenue allowed for regional improvements beneficial to the city, generally reimbursed through a portion of property tax.

The current list of PID discussions include:

EntradaGlen
Manor Heights.
Lagos
Rose Hill (Stonewater)

EntradaGlen - represents an area considered to be the gateway to the City of Manor on our East Side. Contemplated in this area is 1M square feet of retail space along with an age restricted Multifamily Development and another non restricted Multifamily development. The boundaries of the PID have been established but the Development Agreement and PID values have not been established. This PID is predominantly commercial except for the multi-family.

Manor Heights – primarily a residential development. There is some commercial to be located along US HWY 290 E along with a Wastewater treatment facility included in the overall project. This project also has a TIRZ which will help offset costs for roadway improvements and expansion of the wastewater treatment facility. The PID includes provisions for housing types, values and amenities for the entire development inclusive of shared use paths, open spaces and increased public landscaping.

Lagos – Lago's is a development south of the older section of town. The project includes single family residential, Multifamily in a condominium type of setting and commercial areas nearest intersections. The early phases of Lago's are developed and discussion on future phases are ongoing. The amenities in this project include shared use paths, a nature preserve with large pond to be environmentally protected. Future phases of this development include areas within the City of Manor, but the bulk of the development is in the Austin jurisdiction. That area will include combinations of single-family dwellings, multifamily and commercial development. The specifics are not known to us as it is outside our jurisdiction.

Rose Hill – The Rose Hill PID is an older established PID covering the Stonewater Subdivision. This development is residential and in almost completely built out.

Each of these developments may not seem like Economic Development but the conditions placed upon the development generally increase the value of the development thereby establishing higher property values.

380 Agreements;

Currently we have one 380 agreement approved by council for Manor Commons generally known as the Walmart Development. This area includes the land on the south corner of US HWY 290 and both on the east and west side of FM 973. There are multifamily, commercial, and residential components of this development agreement. This agreement allows for a repayment of sales tax on an escalating scale for up to 10 years. The improvements associated and with this 380 agreement include larger utility sizing, Roadway enhancements and a park located on the east side of FM 973 in this general area.

Development Agreements:

All developments taking advantage of a financing agreement have a Development Agreement with the city dictating type of development and improvements that are associated with the development. The following is a list of agreements in place, contemplated or in the process of amendment. Both EntradaGlen and ShadowGlen include significant roadway improvements. Staff has not concluded negotiations and EntradaGlen and ShadowGlen amendments need council action when ready to be presented.

EntradaGlen
ShadowGlen
Manor Heights
Lagos
Manor Commons

Attached to this document are the following exhibits.

- Current City Limits and Extra Territorial Jurisdiction Maps
- Statistical Information re: population.
- Manor Community Survey Results (Grant Works)
- Capital Improvement Plan
- Draft information for Comprehensive Plan Requests
- Public Improvement District Policy (PID)
- Economic Development Policies

Staff is currently investigating opportunities for larger facilities and will initiate a needs assessment to assure the public that the city is being fiscally responsible while finding adequate facilities to operate city offices.

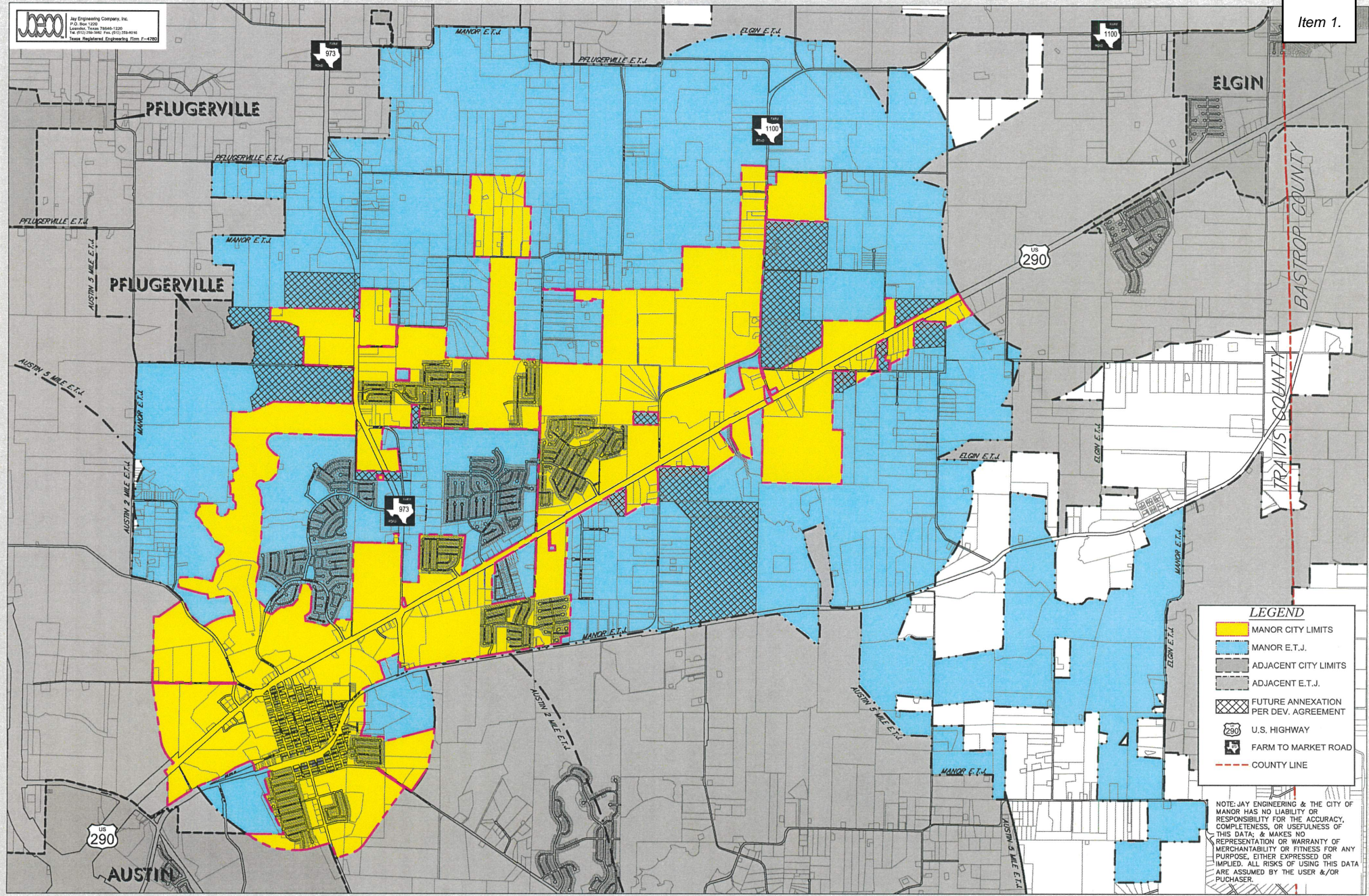
Realizing some details are difficult to discern, we can make larger copies for whatever format the Mayors Economic Development Committee deems workable. This will become their working document.

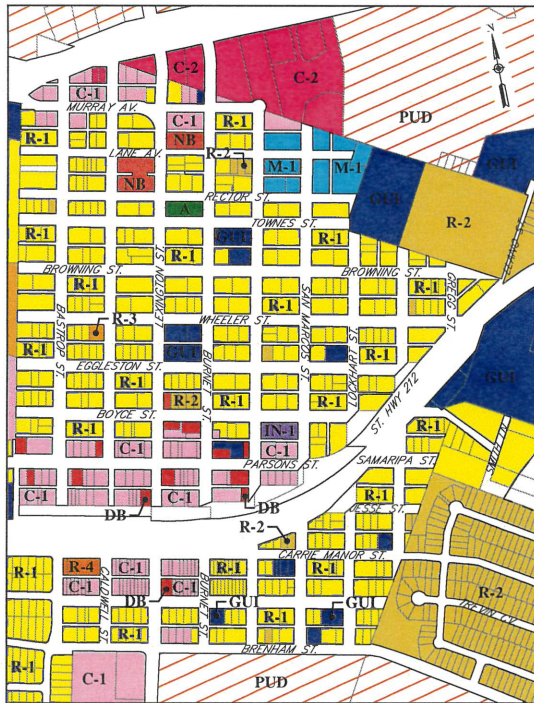
Staff involvement will commence with revisions to policies or actions that should be approved by City Council.

Staff will be happy to assist the Council and the Mayor's EDC with updates, questions or clarification either mentioned here or proposed.

CITY MAPS

- **City Limits & ETJ Maps**
- **Zoning Map**
- **Roadway Map**
- **Hike & Bike Trail Plan Map**

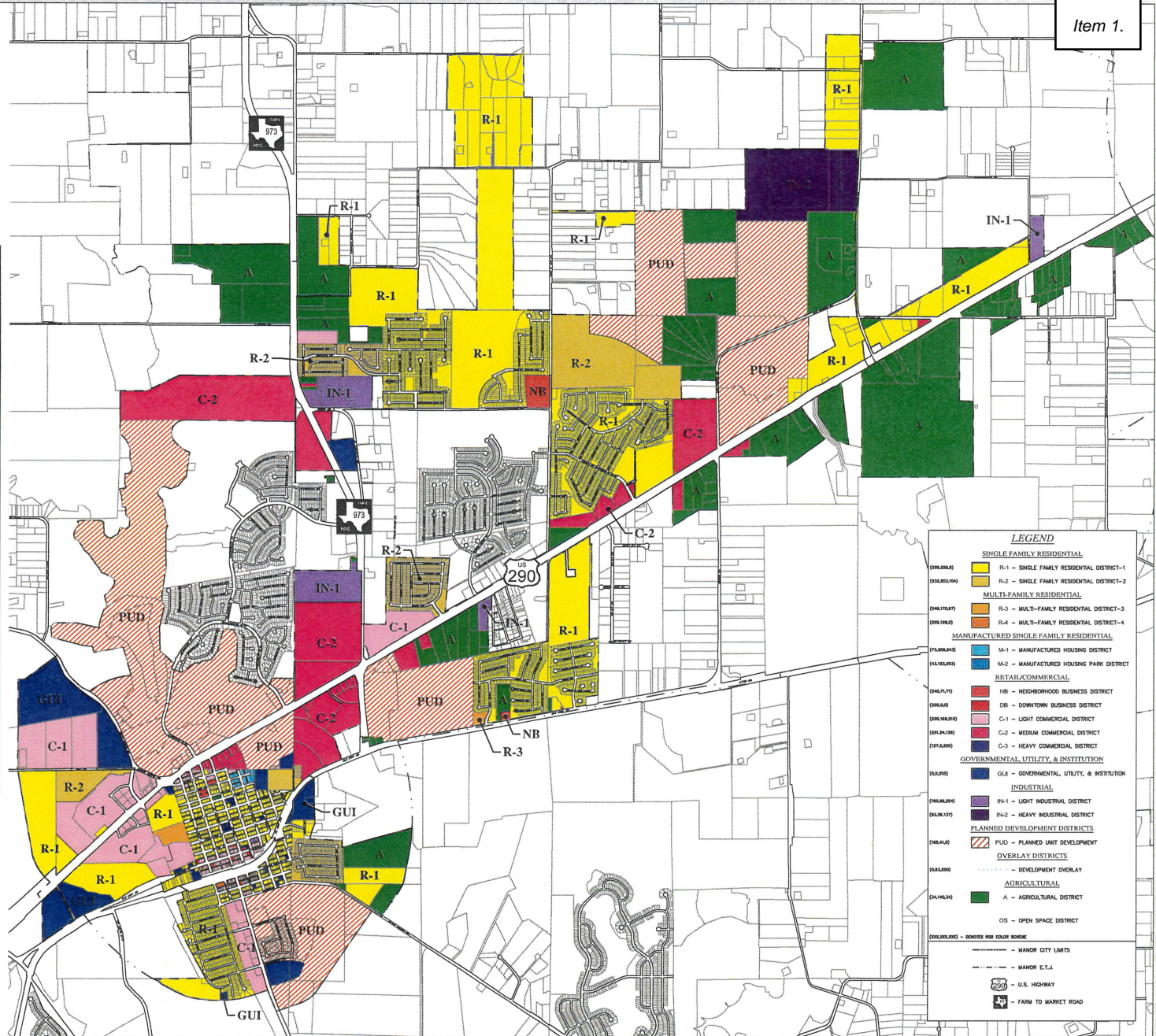




DOWNTOWN

Scale: 1" = 300'

NOTE: JAY ENGINEERING & THE CITY OF MANORS HAS NO LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS DATA; & MAKES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, EITHER EXPRESSED OR IMPLIED. ALL RISKS OF USING THIS DATA ARE ASSUMED BY THE USER &/OR PURCHASER.



LEGEND	
SINGLE FAMILY RESIDENTIAL	
(R1.00.00)	R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT-1
(R2.00.00)	R-2 - SINGLE FAMILY RESIDENTIAL DISTRICT-2
MULTI-FAMILY RESIDENTIAL	
(R3.00.00)	R-3 - MULTI-FAMILY RESIDENTIAL DISTRICT-3
(R4.00.00)	R-4 - MULTI-FAMILY RESIDENTIAL DISTRICT-4
MANUFACTURED SINGLE FAMILY RESIDENTIAL	
(M1.00.00)	M-1 - MANUFACTURED HOUSING DISTRICT
(M2.00.00)	M-2 - MANUFACTURED HOUSING PARK DISTRICT
RETAIL/COMMERCIAL	
(C1.00.00)	C-1 - NEIGHBORHOOD BUSINESS DISTRICT
(C2.00.00)	C-2 - DOWNTOWN BUSINESS DISTRICT
(C3.00.00)	C-3 - LIGHT COMMERCIAL DISTRICT
(C4.00.00)	C-4 - MEDIUM COMMERCIAL DISTRICT
(C5.00.00)	C-5 - HEAVY COMMERCIAL DISTRICT
GOVERNMENTAL, UTILITY, & INSTITUTION	
(G1.00.00)	G-1 - GOVERNMENTAL, UTILITY, & INSTITUTION
INDUSTRIAL	
(I1.00.00)	I-1 - LIGHT INDUSTRIAL DISTRICT
(I2.00.00)	I-2 - HEAVY INDUSTRIAL DISTRICT
PLANNED DEVELOPMENT DISTRICTS	
(PUD.00.00)	PUD - PLANNED UNIT DEVELOPMENT
OVERLAY DISTRICTS	
(O1.00.00)	O-1 - DEVELOPMENT OVERLAY
AGRICULTURAL	
(A.00.00)	A - AGRICULTURAL DISTRICT
OS - OPEN SPACE DISTRICT	
(OS.00.00)	OS - OPEN SPACE DISTRICT
SHADES AND COLOR SCHEME	
MANOR CITY LIMITS	
MANOR E.T.A.	
U.S. HIGHWAY	
FARM TO MARKET ROAD	



MANOR CITY HALL
105 E. EGGLESTON ST.
MANOR, TEXAS 78653

PH: (512) 272-5555

CITY OF MANOR ZONING MAP



0 1,000 2,000 4,000
SCALE IN FEET

MAP INFORMATION
TOTAL AREA (APPROX.)
City Limits: 6,244.99 Ac. = 9.78 Sq.Mi.
E.T.A.: 13,504.84 Ac. = 21.10 Sq. Mi.
Map Created: May, 2006 Map Updated: December, 2018

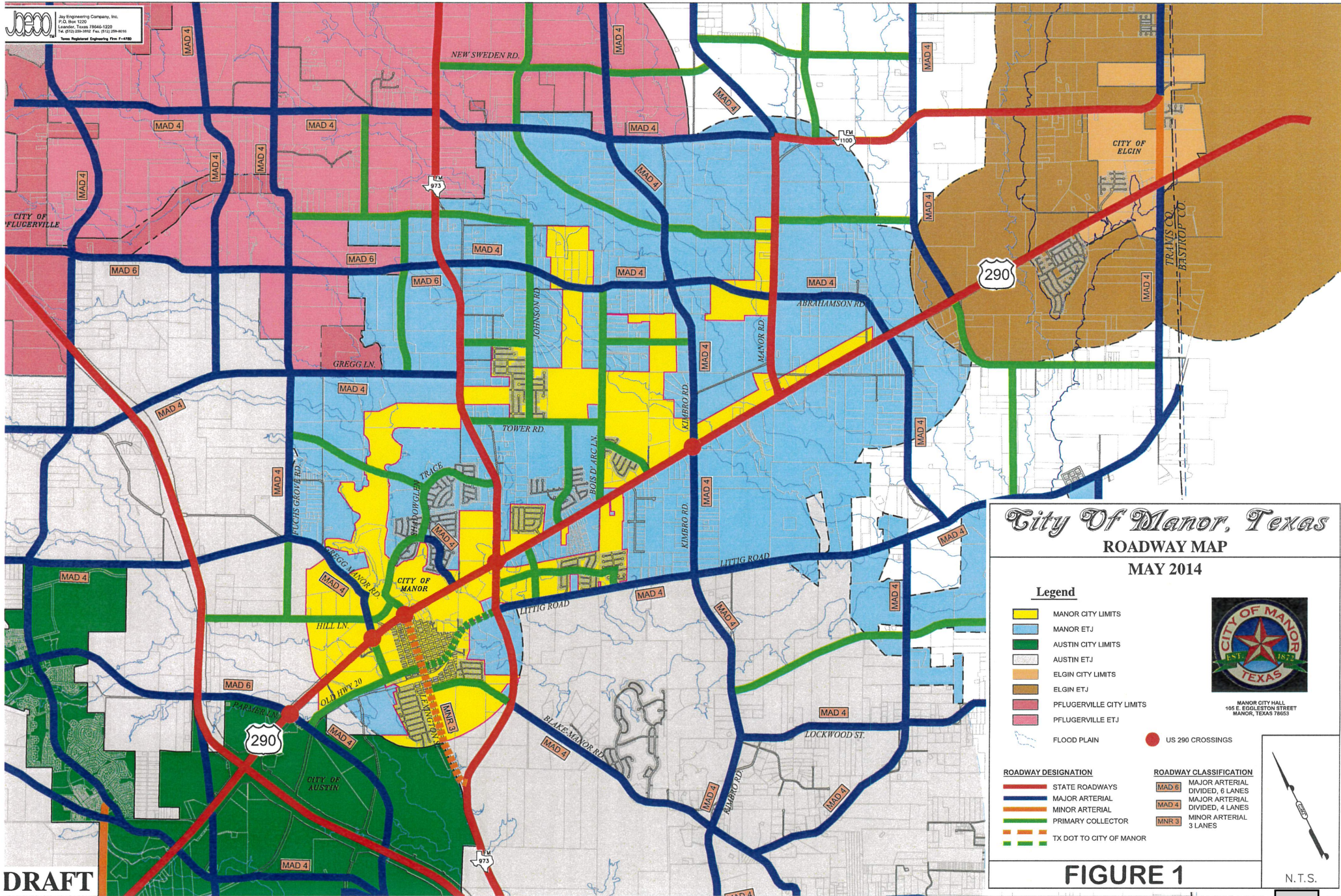
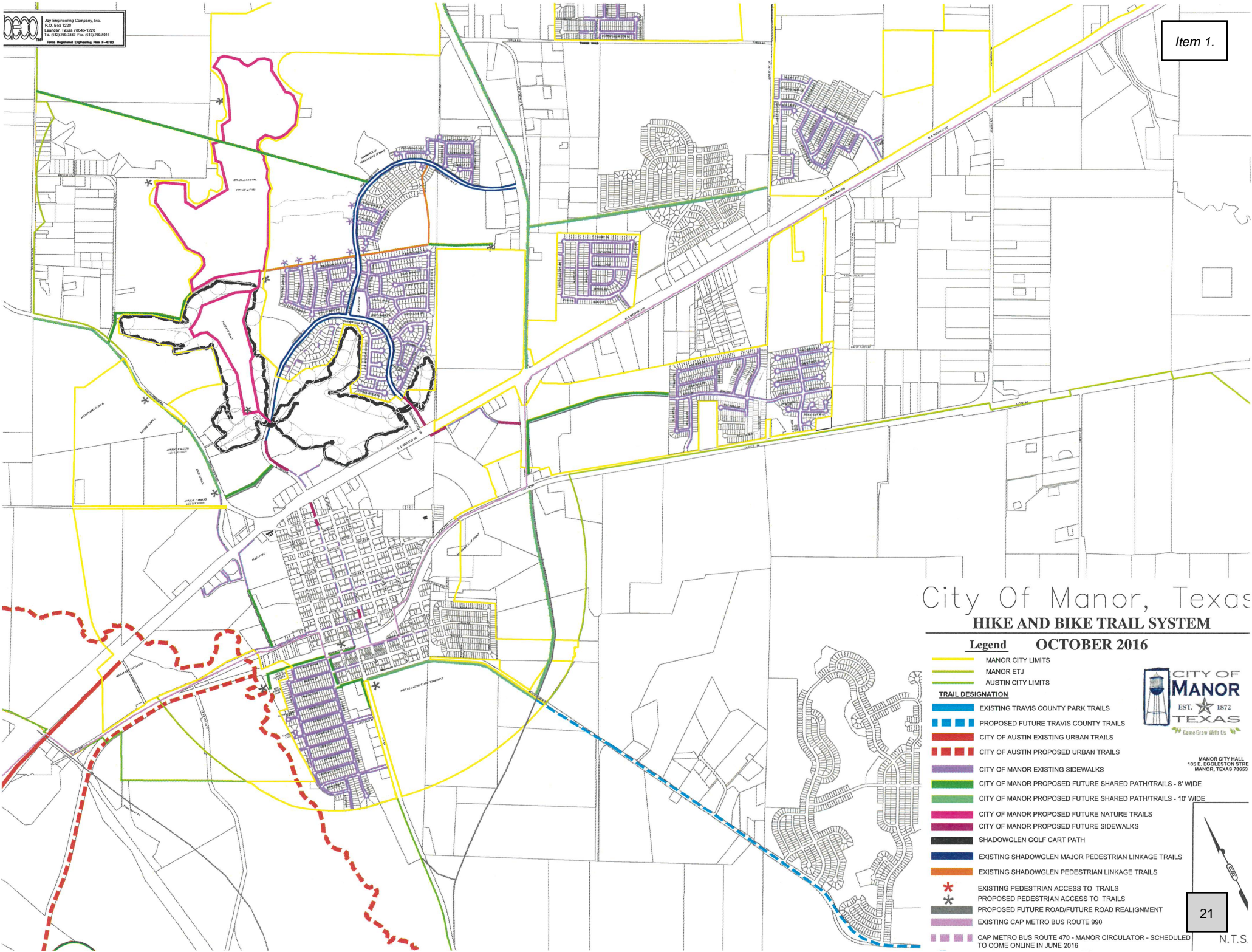


FIGURE 1

N.T.S.

Item 1.



City of Manor, Texas HIKE AND BIKE TRAIL SYSTEM

Legend OCTOBER 2016

- MANOR CITY LIMITS
 - MANOR ETJ
 - AUSTIN CITY LIMITS
- TRAIL DESIGNATION**
- EXISTING TRAVIS COUNTY PARK TRAILS
 - PROPOSED FUTURE TRAVIS COUNTY TRAILS
 - CITY OF AUSTIN EXISTING URBAN TRAILS
 - CITY OF AUSTIN PROPOSED URBAN TRAILS
 - CITY OF MANOR EXISTING SIDEWALKS
 - CITY OF MANOR PROPOSED FUTURE SHARED PATH/TRAILS - 8' WIDE
 - CITY OF MANOR PROPOSED FUTURE SHARED PATH/TRAILS - 10' WIDE
 - CITY OF MANOR PROPOSED FUTURE NATURE TRAILS
 - CITY OF MANOR PROPOSED FUTURE SIDEWALKS
 - SHADOWGLEN GOLF CART PATH
 - EXISTING SHADOWGLEN MAJOR PEDESTRIAN LINKAGE TRAILS
 - EXISTING SHADOWGLEN PEDESTRIAN LINKAGE TRAILS
 - EXISTING PEDESTRIAN ACCESS TO TRAILS
 - PROPOSED PEDESTRIAN ACCESS TO TRAILS
 - PROPOSED FUTURE ROAD/FUTURE ROAD REALIGNMENT
 - EXISTING CAP METRO BUS ROUTE 990
 - CAP METRO BUS ROUTE 470 - MANOR CIRCULATOR - SCHEDULED TO COME ONLINE IN JUNE 2016



MANOR CITY HALL
105 E. EGGLESTON ST.
MANOR, TEXAS 78653



POPULATION PROJECTIONS

- **Population Statistics**

Year	City of Manor			Shadowglen			Presidential Meadows		TOTAL		Yearly Change
	Households	MF Units	Population	Households	MF Units	Population	Households	Population	Households	Population	
2006	1,548	33	3,946	385		970	261	658	2,227	5,573	
2007	1,625	33	4,140	500		1,260	310	781	2,468	6,181	607
2008	1,630	33	4,152	599		1,509	360	907	2,622	6,569	388
2009	1,651	33	4,205	618		1,557	384	968	2,686	6,730	161
2010	1,735	33	5,037	641		1,615	384	968	2,793	7,620	890
2011	1,803	33	5,562	669		2,047	384	1,175	2,889	8,784	1,164
2012	1,878	33	5,791	724		2,215	384	1,175	3,019	9,182	398
2013	2,137	33	6,584	757		2,316	496	1,518	3,423	10,418	1,236
2014	2,306	33	7,246	760		2,373	496	1,549	3,595	11,169	751
2015	2,572	33	8,077	766		2,392	581	1,814	3,952	12,284	1,115
2016	2,794	33	8,770	787		2,458	776	2,423	4,390	13,651	1,368
2017	3,194	33	10,019	981		3,064	1,041	3,251	5,249	16,334	2,683
2018	3,583	33	11,234	1,122		3,504	1,041	3,251	5,779	17,989	1,655
2019	3,948	33	12,359	1,372	124	4,508	1,041	3,251	6,394	20,118	2,129
May-20	4,170	33	13,053	1,459	248	5,003	1,289	4,026	6,918	22,081	FIVE YR AVG 2015 - 2019 = 1,790

CITY LIMITS CHANGES	2000 pop.	1,204	2000/2010 diff.	3,833	2000 - 2010 % change	318%
	2010 pop.	5,037	2010/2019 diff.	7,322	2010 - 2019 % change	145%
	2030 pop. est.	21,512	2010/2030 diff. est.	16,475	2010 - 2030 % change est.	327%

CITY LIMITS, SHADOWGLEN, PRESIDENTIAL MEADOWS CHANGES	2000 pop.	1,204	2000/2010 diff.	6,416	2000 - 2010 % change	533%
	2010 pop.	7,620	2010/2019 diff.	12,498	2010 - 2019 % change	164%
	2030 pop. est.	35,741	2010/2030 diff. est.	28,121	2010 - 2030 % change est.	369%

CITY LIMITS AVERAGES	2010-2019	7,322	CITY LIMITS, SHADOWGLEN, PRES. MEADOWS AVERAGES	2010-2019	12,498
	year avg.	915		year avg.	1,562
	month avg.	76		month avg.	130
	day avg.	2.5		day avg.	4.3

Notes: Shadowglen & Presidential Meadows are in the Manor ETJ. Certificates of Occupancy are issued in Shadowglen but not in Presidential Meadows so residential totals in Presidential Meadows are based on platted lots. Prior to 2010 the residential multiplier was 2.80, 2010-2013 the multiplier is 3.40, 2014 on is 3.47. Occupancy rate for all years is 90%. 2030 projections are based on simple linear equations with growth rates based on 2010-2019 estimates. Multi-family is averaged at 2 residents per unit. 33 of the total units are senior multi-family averaged at 1 resident per unit.



DEVELOPMENT SERVICES DEPARTMENT

June 2018

The following subdivisions include all those on the ground, planned, under development or in discussion that we in the City of Manor are aware of. The statistics provided are all public information that has been provided by developers or obtained from other sources. We cannot guarantee the reliability of their projections. For the properties within the City Limits we have counted the number of building permits issued. *All numbers provided are approximate*

	Projected Residences	Completed, Permits Issued, or Platted
Subdivisions currently within the Manor city limits:		
Original City or Manor	500	369
Hamilton Point	235	234
Wildhorse Creek	444	444
Greenbury Village	301	297
Bell Farms	416	416
Bell Farms Multifamily	150	0
Carriage Hills	247	235
Village at Manor Commons	375	0
Village at Manor Commons Multifamily	172	0
Presidential Glen	905	740
Presidential Heights	600	206
Lagos (Majority in Austin ETJ)	2,300	0
Las Entradas North	465	0
Las Entradas South	127	0
Manor Heights	1,500	0
Stonewater	854	854
Stonewater North	244	0
Total	9,835	3,795

Subdivisions within Manor's ETJ that will ultimately be annexed:

Shadowglen	3,500	1,030
Presidential Meadows	1,550	1,041
Total	5,050	2,071

Subdivisions within three miles of the City of Manor:

Bellingham Meadows	648	273
Bell Farms Estates	747	0
Briar Creek	1,025	1,025
Eastwoods	2,305	0
Harris Branch Parkway Subdivisions	4,000	2,040
Hidden Lake	540	0
New Sweden Estates	1,445	0
Parsons Meadow	235	0
Whisper Valley	6,188	239
Wildhorse PUD	6,400	113
Wolf Tract	719	0
Total	24,252	3,690
Grand totals	39,137	9,556



ID	LAND USE	ULT. LOTS	15-76 LOTS	REMARKS
01	C	8	2	Both
02	MAULTS	4	1	Both
03	MAULTS	99	22	Both
04	MAULTS	70	80	Both
05	MAULTS	26	10	Both
06	MAULTS	61	25	Both
07	MAULTS	51	35	Both
08	MAULTS	91	10	Both
09	MAULTS	14	7	Both
10	MAULTS	12	7	Both
11	MAULTS	9	9	Both
12	C	2	2	Both
13	MAULTS	6	6	Both
14	MAULTS	50	10	Both
15	MAULTS	66	33	Both
16	MAULTS	19	9	Both
17	MAULTS	21	9	Both
18	C	3	3	Both
19	MAULTS	11	9	Both
20	MAULTS	19	9	Both
21	MAULTS	13	6	Both

City Of Manor, Texas Land Use Assumptions

LEGEND

- C-1 - PUBLIC & HIGH USE FACILITY/PUBLIC & PRIVATE EDUCATION
- C-2 - GENERAL RETAIL
- C-3 - HEAVY COMMERCIAL/INDUSTRIAL/WAREHOUSING
- C-4 - MULTIFAMILY RESIDENTIAL
- C-5 - MIXED DEVELOPMENT
- C-6 - OPEN SPACE
- C-7 - LARGE LOT SINGLE FAMILY
- C-8 - LIGHT DENSITY SINGLE FAMILY
- C-9 - MEDIUM DENSITY SINGLE FAMILY
- C-10 - HIGH DENSITY SINGLE FAMILY
- MAULTS
- MAINTENANCE
- FLOOD ZONE A, AE
- CITY LIMITS

Map Created: February 7, 2017
Map Updated: February 22, 2017

SCALE IN FEET

26

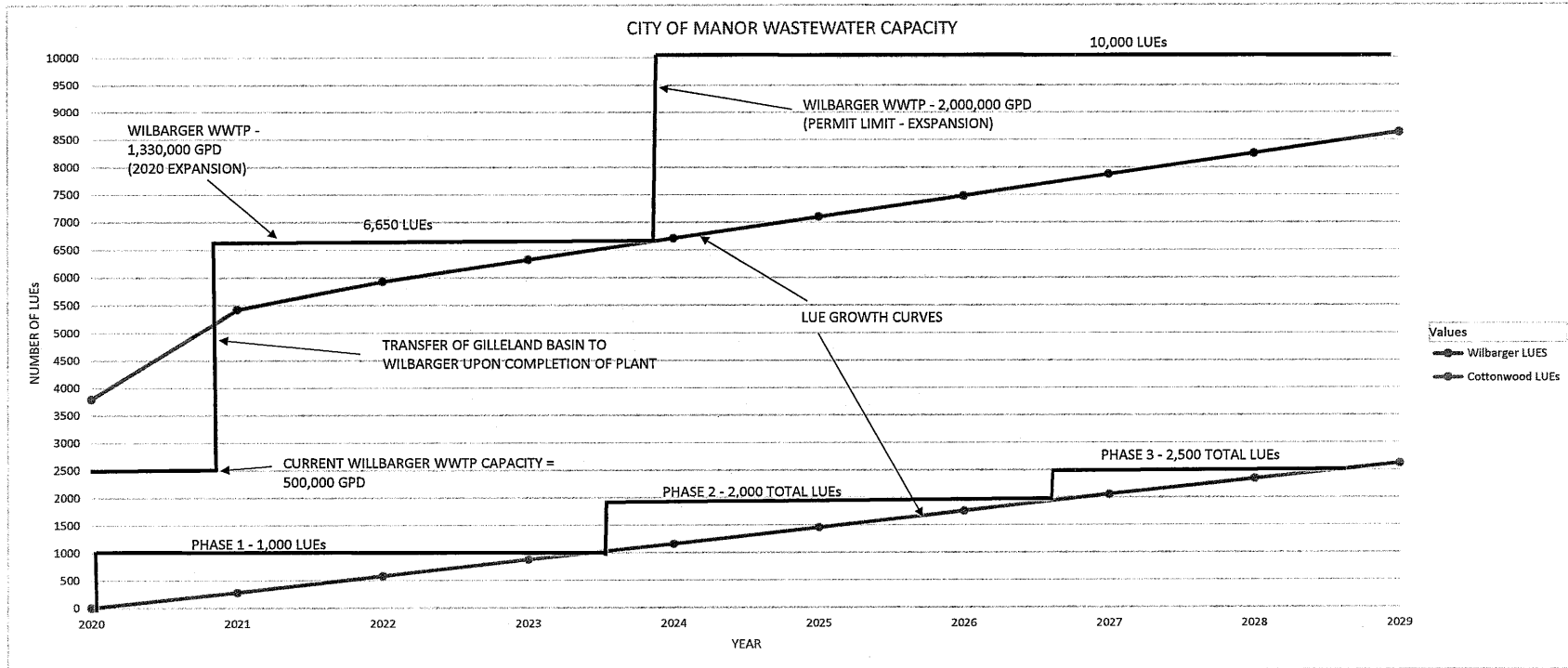
MANOR WASTEWATER LUES LUE GROWTH PROJECTIONS

UPDATED: 6/2/2020

Year	Wilbarger LUES	Cottonwood LUES	Wilbarger Avg. Demand (MGD)	Cottonwood Avg. Demand (MGD)
2020	5,032	0	1.006	0.000
2021	5,407	275	1.081	0.055
2022	7,393	575	1.479	0.115
2023	7,747	875	1.549	0.175
2024	8,097	1,153	1.619	0.231
2025	8,447	1,453	1.689	0.291
2026	8,797	1,753	1.759	0.351
2027	9,172	2,053	1.834	0.411
2028	9,522	2,338	1.904	0.468
2029	9,874	2,613	1.975	0.523
Added LUES	4,842	2,613	7,455	

Avg. Demand = LUE's * 200 gallons/day

***Wilbarger WWTP expansion complete and ww no longer going to Austin





JAY ENGINEERING COMPANY, INC.
P.O. Box 1220 (512) 259-3882
Leander, TX 78640 Fax 259-8016

MANOR WATER LUES LUE GROWTH PROJECTIONS
UPDATED:6/2/2020

Year	LUE's	Max. Demand (MGD)	Avg. Demand (MGD)	Required Production Capacity (MGD)	Required Ground Storage Capacity (MG)	Required Elevated Storage Capacity (MG)	Water Capacity	Ground Storage	Elevated Storage
2020	3,367	3.037	1.519	2.909	0.673	0.337	2.975	0.53	1.00
2021	4,004	3.612	1.806	3.459	0.801	0.400	3.05	0.53	1.00
2022	4,644	4.189	2.094	4.012	0.929	0.464	3.125	0.53	1.00
2023	5,284	4.766	2.383	4.565	1.057	0.528	3.2	0.53	1.00
2024	5,924	5.343	2.672	5.118	1.185	0.592	3.275	0.53	1.00
2025	6,564	5.921	2.960	5.671	1.313	0.656	3.35	0.53	1.00
2026	7,209	6.503	3.251	6.229	1.442	0.721	3.425	0.53	1.00
2027	7,854	7.084	3.542	6.786	1.571	0.785	3.5	0.53	1.00
2028	8,499	7.666	3.833	7.343	1.700	0.850	3.5	0.53	1.00
2029	9,149	8.252	4.126	7.905	1.830	0.915	3.5	0.53	1.00

Total Added LUEs 5,782

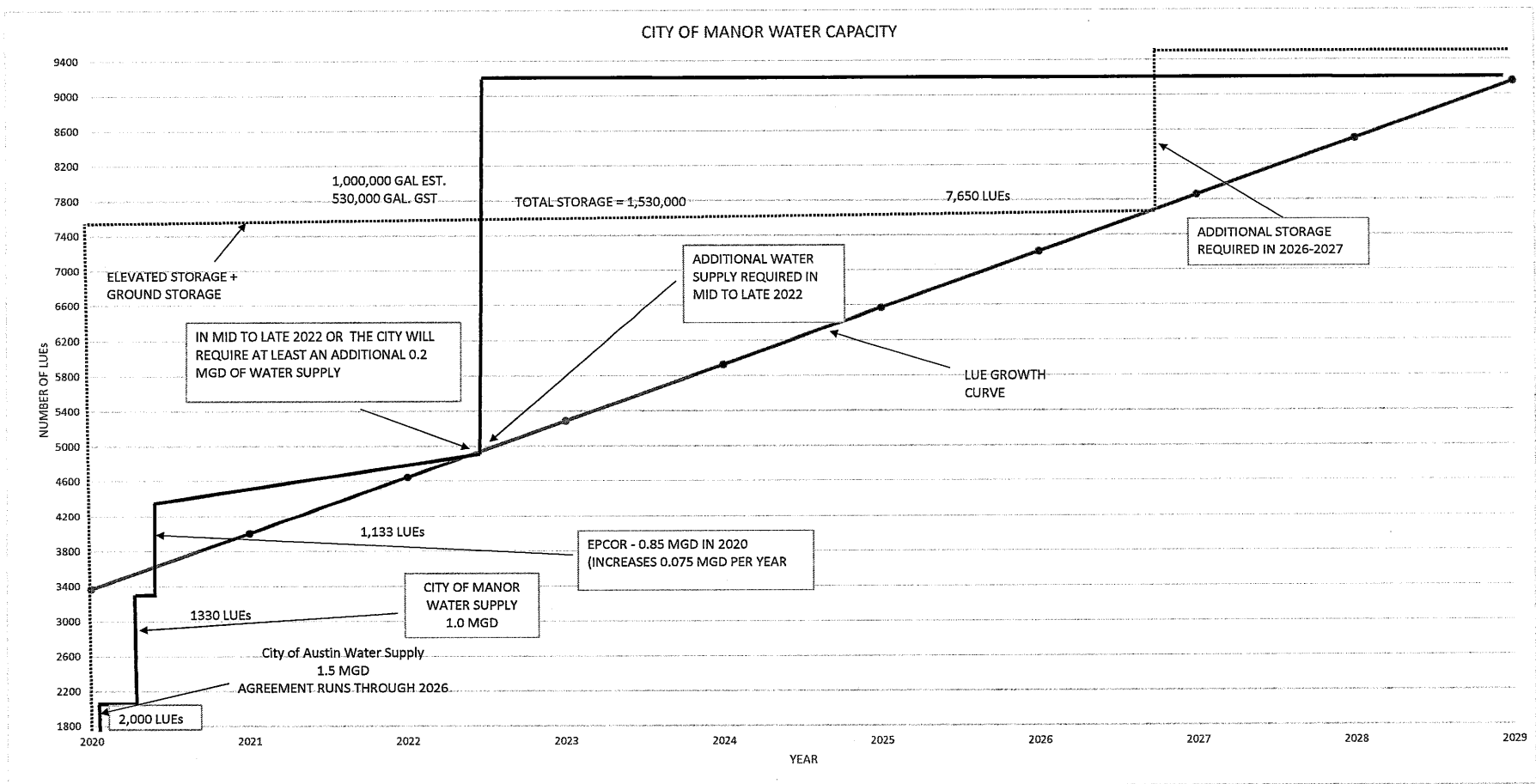
Avg. Demand = LUE's * 451, Average use per LUE = 410 gal/day times 1.1 for losses, Use 451

Avg. Demand based on information provided by City for water used by City in June 2019

Bell Farms, Carriage Hill, portions of Stonewater and Stonewater North receive their water from Manville WSC

Manor Commons East PUD residential portion will receive water from Manville WSC, all other portions will be served by City of Manor

Manor Commons East PUD wastewater will be treated by the City of Manor



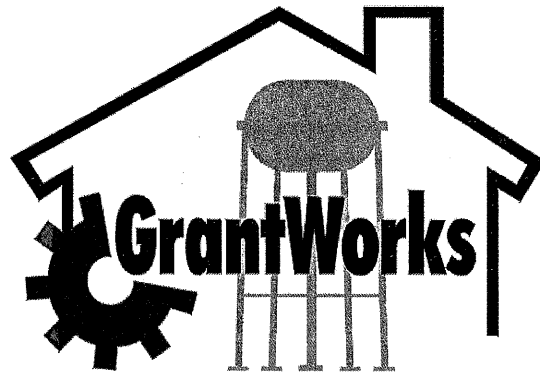


SURVEYS

- **Grant Works**
- **City of Manor Request for Proposal Comprehensive Plan**
- **Sample Contracts**

MANOR COMMUNITY SURVEY RESULTS

A COLLABORATION OF GRANTWORKS INC & THE CITY OF MANOR



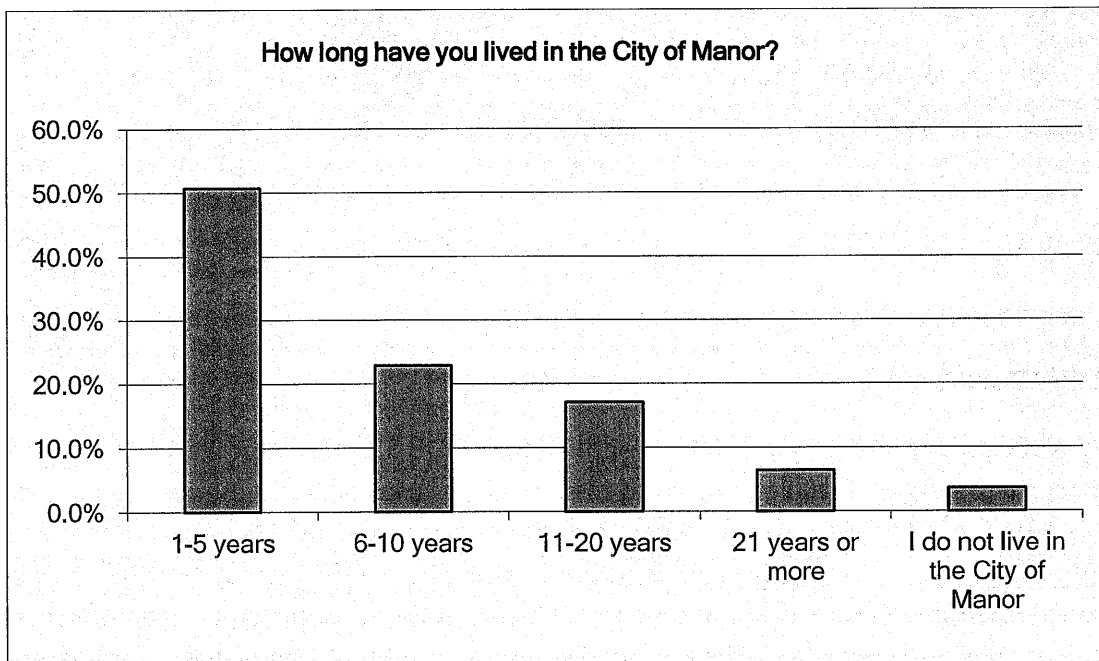
BACKGROUND:

GrantWorks, Inc. and the City of Manor applied for a CDBG through the Texas Department of Agriculture to engage in a planning study. The study focuses on Land use & Housing, Streets, Water & Wastewater Distribution, Drainage, Capital Improvement Program, Parks & Open Space, Economic Development, and Central Business District. To help gather information on existing conditions, future goals, and opportunities GrantWorks, Inc. created an online survey that over the past couple months 500 residents in and around Manor have completed. The following report is the raw data of the 15 question survey along with a copy of the survey. This data will be used in reports in conjunction with field studies that GrantWorks, Inc. will put together and present to the Planning Commission and Council at a later date.

QUESTION 1

How long have you lived in the City of Manor?

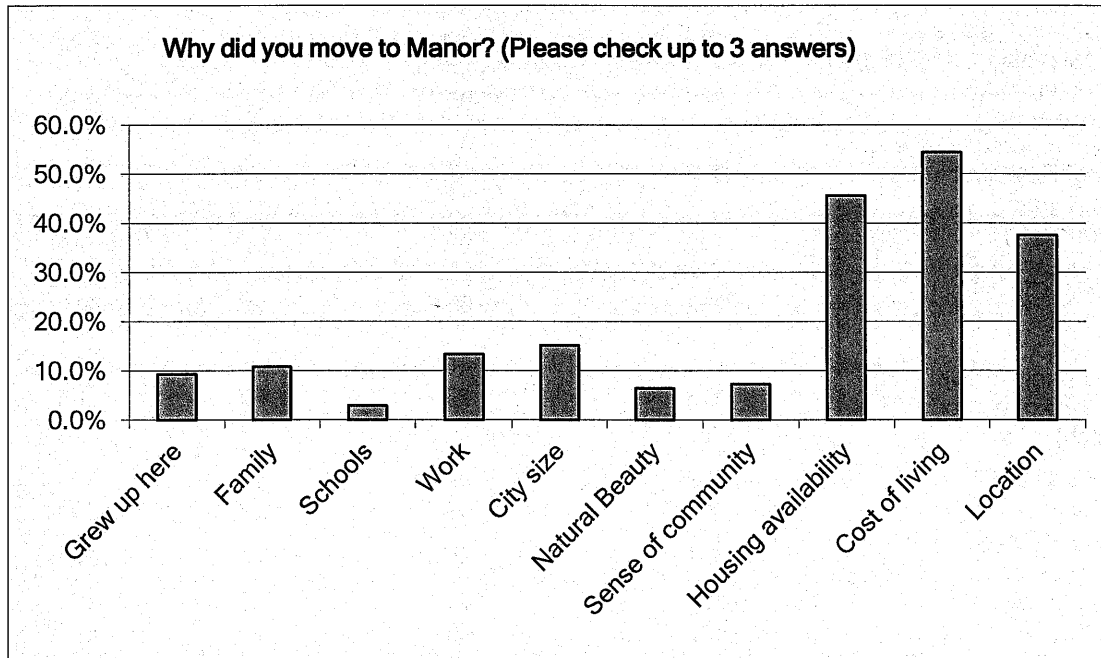
Answer Options	Response Percent	Response Count
1-5 years	50.7%	252
6-10 years	22.9%	114
11-20 years	17.1%	85
21 years or more	6.4%	32
I do not live in the City of Manor	3.6%	18
<i>answered question</i>		497
<i>skipped question</i>		3



QUESTION 2

Why did you move to Manor? (Please check up to 3 answers)

Answer Options	Response Percent	Response Count
Grew up here	9.3%	45
Family	10.8%	52
Schools	2.9%	14
Work	13.3%	64
City size	15.1%	73
Natural Beauty	6.4%	31
Sense of community	7.3%	35
Housing availability	45.6%	220
Cost of living	54.4%	262
Location	37.6%	181
Other (please specify)		40
answered question		482
skipped question		18



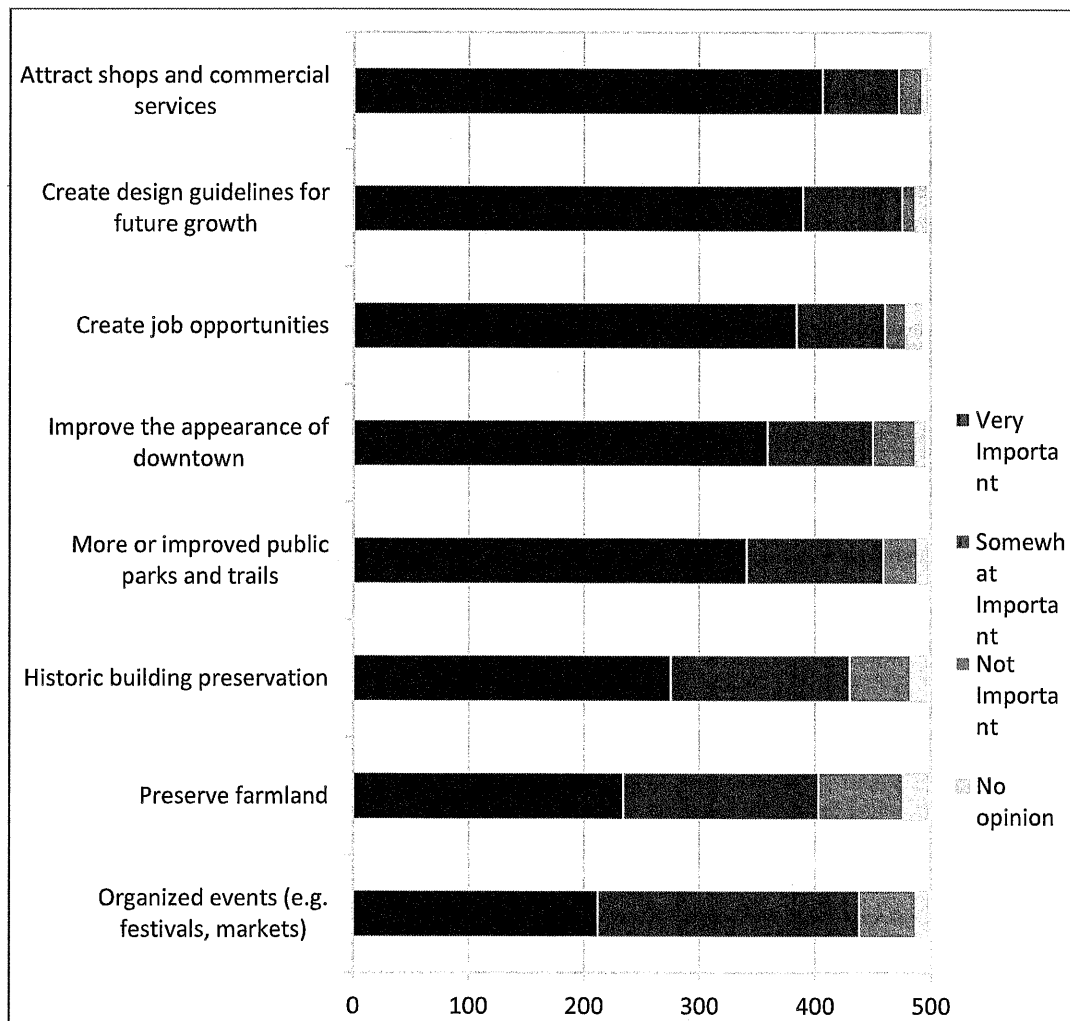
QUESTION 3

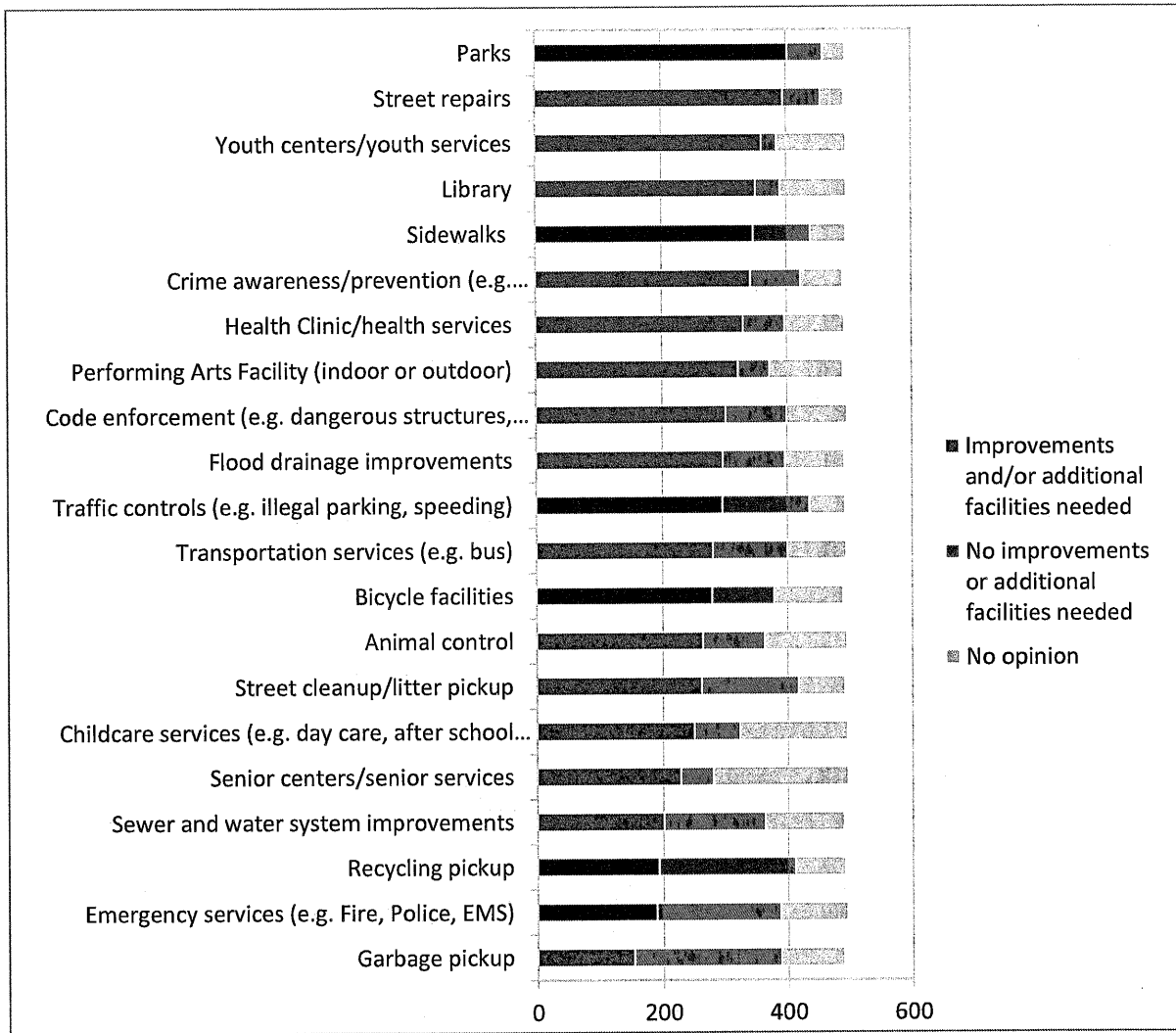
Answer Options	Improvements and/or additional facilities needed	No improvements or additional facilities needed	No opinion	Response Count
Garbage pickup	154	234	101	489
Emergency services (e.g. Fire, Police, EMS)	189	198	108	495
Recycling pickup	193	218	80	491
Sewer and water system improvements	201	162	126	489
Senior centers/senior services	228	52	216	496
Childcare services (e.g. day care, after school programs)	250	73	172	495
Street cleanup/litter pickup	262	155	74	491
Animal control	264	99	132	495
Bicycle facilities	279	100	109	488
Transportation services (e.g. bus)	281	119	94	494
Traffic controls (e.g. illegal parking, speeding)	296	139	57	492
Flood drainage improvements	297	99	95	491
Code enforcement (e.g. dangerous structures, weeds, etc.)	302	97	97	496
Performing Arts Facility (indoor or outdoor)	322	50	117	489
Health Clinic/health services	331	65	96	492
Crime awareness/prevention (e.g. neighborhood crime watch)	343	79	67	489
Sidewalks	347	91	57	495
Library	351	39	106	496
Youth centers/youth services	361	24	111	496
Street repairs	395	60	37	492
Parks	403	56	36	495
answered question	answered question	answered question	500	500
Other (please specify)	Other (please specify)	Other (please specify)	48	48
skipped question	skipped question	skipped question	0	0

QUESTION 4

How important are the following goals for Manor?

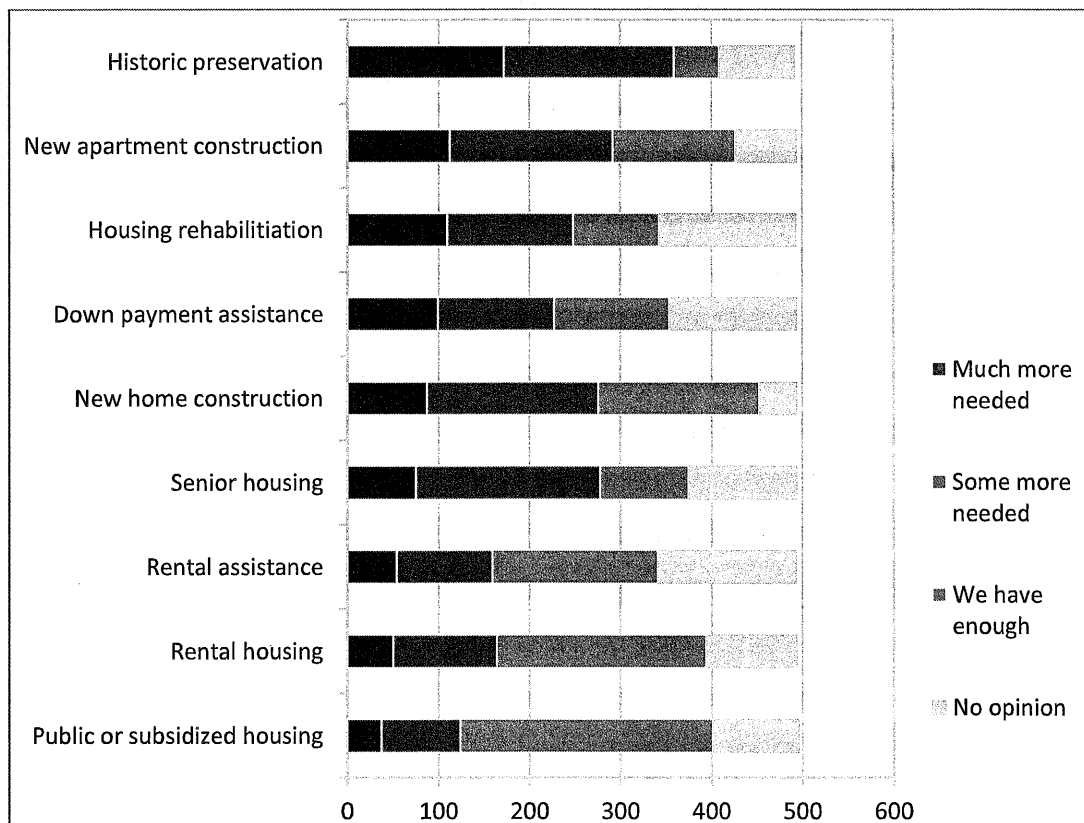
Answer Options	Very Important	Somewhat Important	Not Important	No opinion	Response Count
Organized events (e.g. festivals, markets)	212	226	49	11	498
Preserve farmland	234	169	73	22	498
Historic building preservation	275	155	53	14	497
More or improved public parks and trails	341	118	30	9	498
Improve the appearance of downtown	359	91	37	9	496
Create job opportunities	384	77	18	14	493
Create design guidelines for future growth	390	86	11	10	497
Attract shops and commercial services	407	66	20	5	498





QUESTION 5

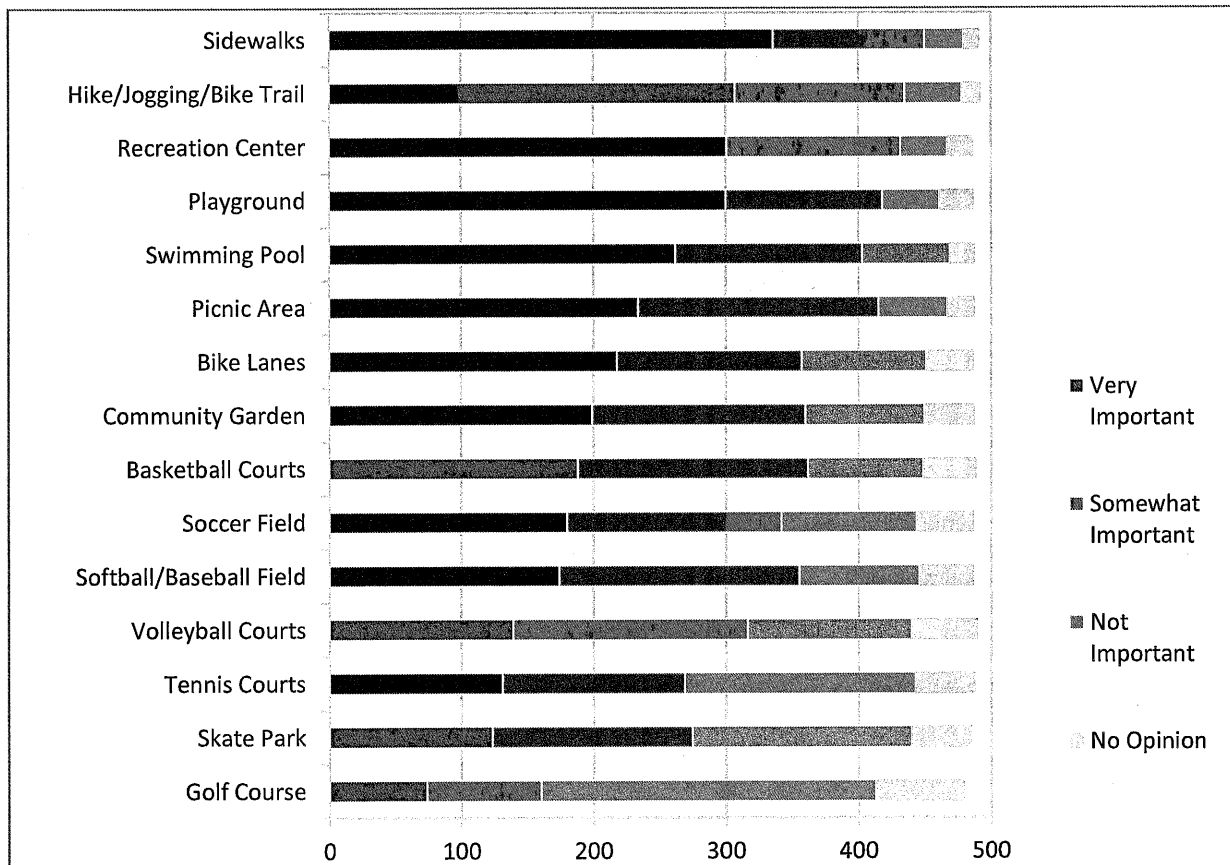
Answer Options	Much more needed	Some more needed	We have enough	No opinion	Response Count
Public or subsidized housing	37	87	277	96	497
Rental housing	50	114	230	101	495
Rental assistance	54	105	182	153	494
Senior housing	75	203	97	120	495
New home construction	87	189	177	42	495
Down payment assistance	99	128	127	141	495
Housing rehabilitation	109	139	95	151	494
New apartment construction	112	180	135	68	495
Historic preservation	172	187	50	84	493



QUESTION 6

Which additional recreational facilities would you like to have in Manor? Please rate each facility.

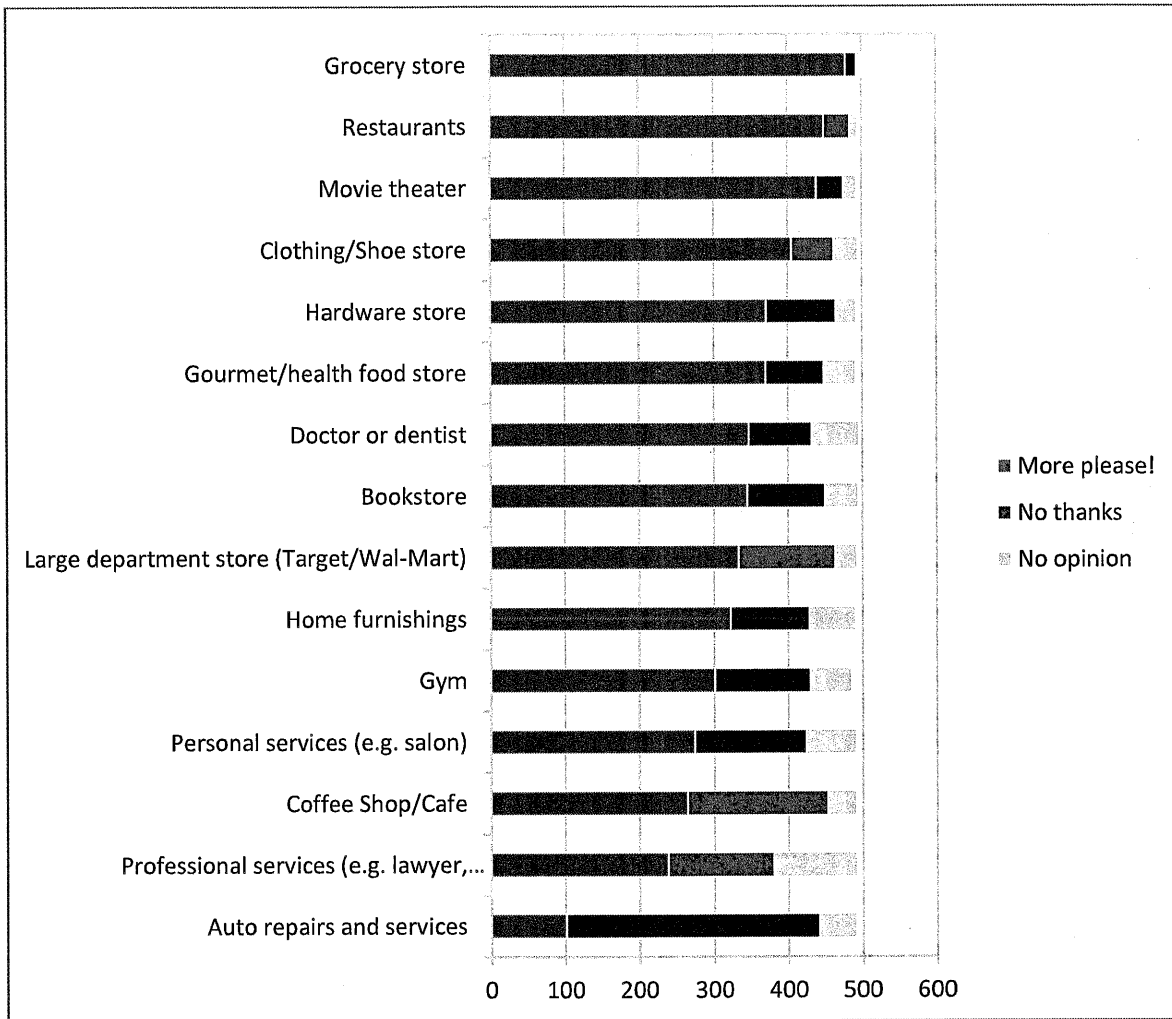
Answer Options	Very Important	Somewhat Important	Not Important	No Opinion		Rating Average	Response Count
Golf Course	74	86	253	67	9	2.70	489
Skate Park	123	152	165	45	4	2.29	489
Tennis Courts	131	138	174	45	3	2.29	491
Volleyball Courts	139	177	124	50	4	2.20	494
Softball/Baseball Field	174	181	91	41	3	2.02	490
Soccer Field	180	162	102	43	4	2.04	491
Basketball Courts	188	174	87	40	4	1.98	493
Community Garden	199	161	90	38	3	1.95	491
Bike Lanes	218	139	94	36	3	1.91	490
Picnic Area	234	181	52	21	3	1.73	491
Swimming Pool	262	141	66	19	3	1.70	491
Playground	300	118	43	26	3	1.60	490
Recreation Center	301	131	35	20	2	1.55	489
Hike/Jogging/Bike Trail	307	128	43	15	2	1.54	495
Sidewalks	336	114	29	13	1	1.44	493



QUESTION 7

What kinds of businesses would you like to see more of in the City in the future?

Answer Options	More please!	No thanks	No opinion	Response Count
Auto repairs and services	101	341	50	492
Professional services (e.g. lawyer, accountant)	238	142	113	493
Coffee Shop/Cafe	264	190	38	492
Personal services (e.g. salon)	274	150	68	492
Gym	301	129	56	486
Home furnishings	322	106	63	491
Large department store (Target/Wal-Mart)	333	131	30	494
Bookstore	345	105	45	495
Doctor or dentist	347	85	64	496
Gourmet/health food store	370	78	44	492
Hardware store	371	94	28	493
Clothing/Shoe store	405	58	32	495
Movie theater	439	37	18	494
Restaurants	449	36	10	495
Grocery store	479	15	5	499

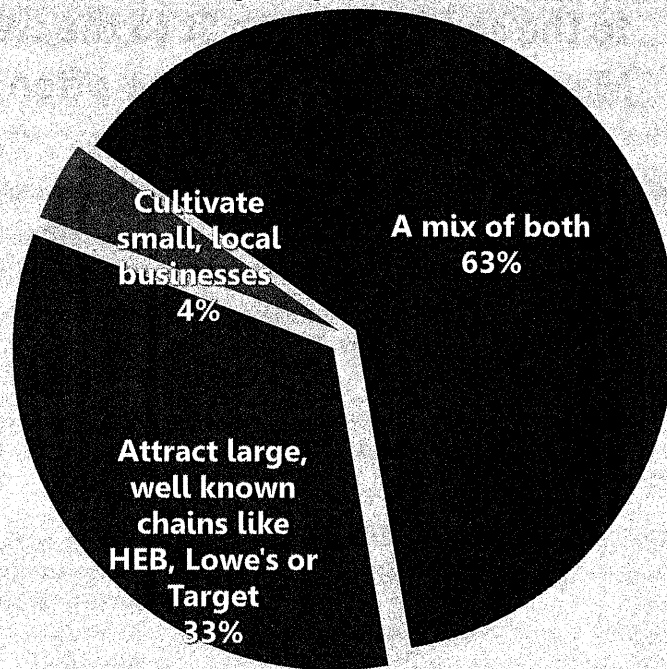


QUESTION 8

What type of commercial development would you prefer to see in Manor?

Answer Options	Response Percent	Response Count
Attract large, well known chains like HEB, Lowe's or Target	33.5%	167
Cultivate small, local businesses	4.0%	20
A mix of both	62.5%	312
No preference	0.0%	0
<i>answered question</i>		499
<i>skipped question</i>		1

What type of commercial development would you prefer to see in Manor?

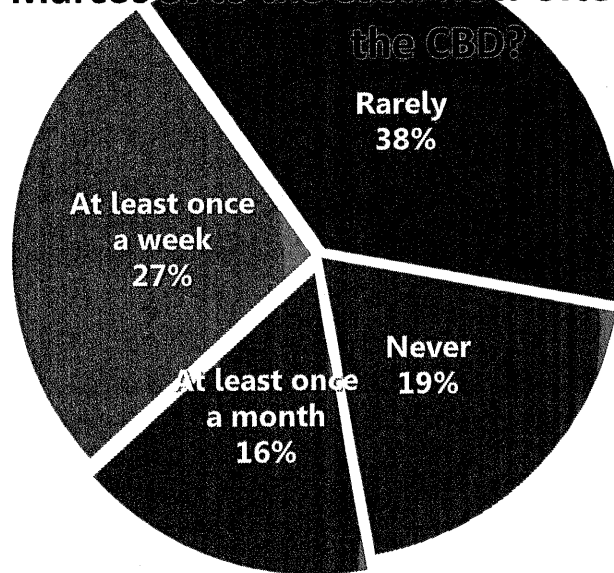


QUESTION 9

The Central Business District (CBD) is bound by Eggleston St to the north, Carrie Manor St to the south, Bastrop St to the west, and San Marcos St to the east. How often do you visit the CBD?

Answer Options	Response Percent	Response Count
At least once a month	16.1%	80
At least once a week	26.9%	134
Rarely	37.8%	188
Never	19.3%	96
<i>answered question</i>		498
<i>skipped question</i>		2

The Central Business District (CBD) is bound by Eggleston St to the north, Carrie Manor St to the south, Bastrop St to the west, and San Marcos St to the east. How often do you visit the CBD?

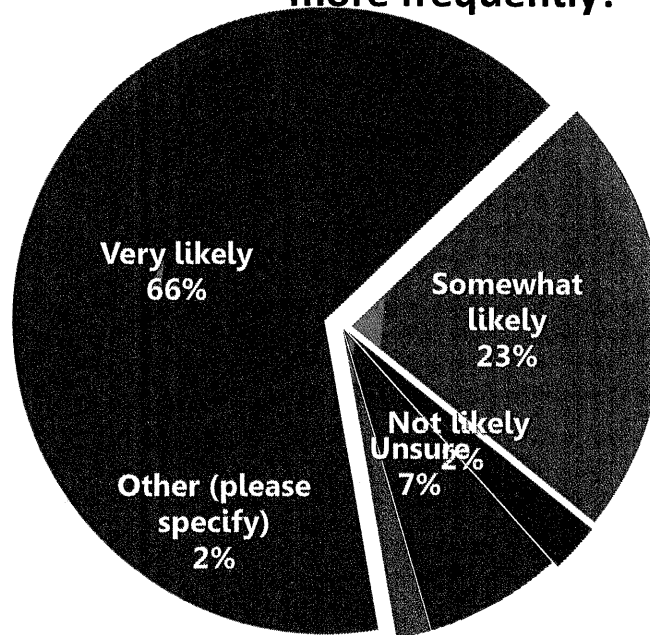


QUESTION 10

If there were more stores and restaurants in the CBD, how likely would you be to visit the CBD more frequently?

Answer Options	Response Percent	Response Count
Very likely	65.7%	325
Somewhat likely	22.8%	113
Not likely	2.6%	13
Unsure	7.1%	35
Other (please specify)	1.8%	9
<i>answered question</i>		495
<i>skipped question</i>		5

If there were more stores and restaurants in the CBD, how likely would you be to visit the CBD more frequently?

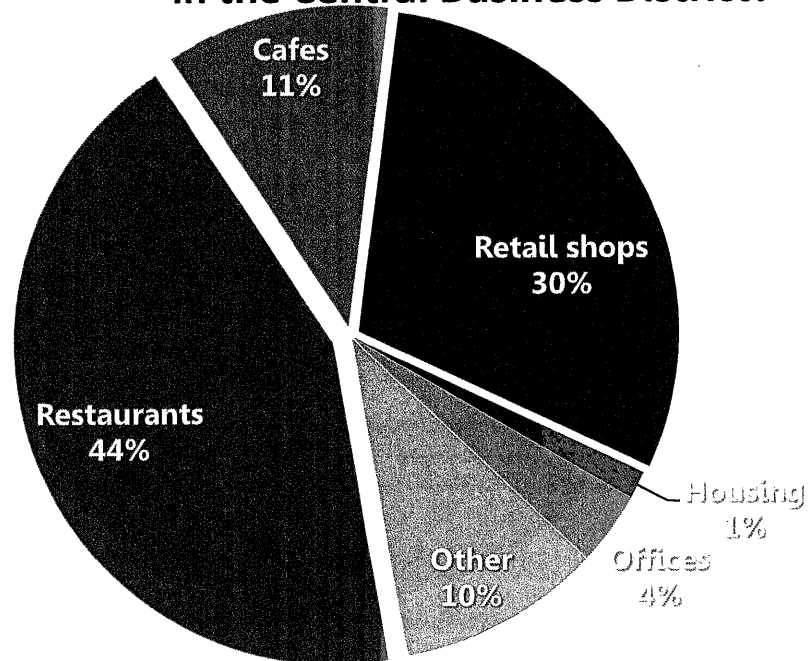


QUESTION 11

What kind of development would you like to see in the Central Business District?

Answer Options	Response Percent	Response Count
Restaurants	43.5%	214
Cafes	11.4%	56
Retail shops	29.9%	147
Housing	1.4%	7
Offices	3.7%	18
Other (please specify)	10.2%	50
<i>answered question</i>		492
<i>skipped question</i>		8

What kind of development would you like to see in the Central Business District?

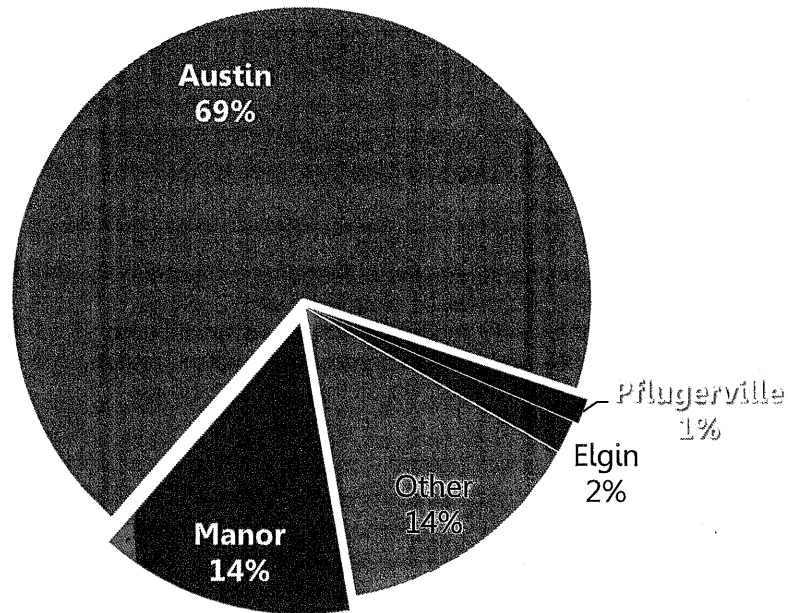


QUESTION 12

Where do you work?

Answer Options	Response Percent	Response Count
Manor	14.2%	70
Austin	68.6%	339
Pflugerville	1.4%	7
Elgin	1.8%	9
Other (please specify)	14.0%	69
<i>answered question</i>		494
<i>skipped question</i>		6

Where do you work?



QUESTION 13

What changes in Manor are you excited about?

Answer Options

Response
Count

338

answered question

338

skipped question

162

What changes in Manor are you excited about?

The different fast food restaurants are exciting as well as more neighborhoods.

New restaurants & retail stores & metro flex route

Growth! More businesses and homes being built! More community services and not having to drive so far for everything!

I'm looking forward to growing with the area as it grows.

I would like to see more restaurants and more roads or highways to help with 290 traffic.

The convenient growth. Looking forward to more growth to have to spend less time and gas going into the city. Walmart is great but we really need HEB!!!

I'm simply excited that something like this survey exists. i'm glad the city is being proactive in seeking resident feedback with the intent of formulating a plan for the future.

1. Having new businesses where we can shop. 2. the prospect of major new developments on the south side of Manor (sorry Manor didn't annex these areas before Austin claimed them!) 3. New school facilities. 4. Hopefully new and better school administration. 5. Hopefully the City Council will work to annex areas which are not within the City Limits now so we don't have all these hodge-podge construction conditions and rules.

None yet.

Recreational opportunities for youth.

the fast food restaurants and the walmart

Retail stores, restaurants constructions.

Developments

The growth...and the potential that comes with it.

Finally on the map.

Not much, We need a good Restaurants, none FAST FOOD, HEB and Lowes.

Increased frequency of popular food chain additions

That we are growing

It's growing rapidly! Companies are beginning to notice us.

The growth of businesses

Growth and infrastructure development

Mostly the new stores and shops

QUESTION 14

What do you think is the city's greatest challenge?

Answer Options

Response
Count

360

answered question

360

skipped question

140

What do you think is the city's greatest challenge?

Open-Ended Response

TRAFFIC!!!!

The roads , 290 , old hwy 20 , and 973 all have traffic going miles long.

Traffic

Traffic

Finding an identity

Not enough new homes being built

Aesthetics, make it look nice and clean.

The infastructure such as roadways keeping up with the growth of Manor. More business coming to Manor to increase the tax revenue.

Keeping up with the roads (pot holes, large cracks, uneven, etc.)

improving the conditions of "old town" Manor. growth is occuring all around, but old town could really use some investment in infrastructure, recreational facilities, and code enforcement to simply improve the appearance and feel of the area.

Getting beyond the idea of "little Manor." This is no longer little Manor--it is a growing small city with a bright future if we can have leadership from elected officials who take seriously the responsibility of leading Manor into a solid, well-planned expansion of our businesses and our housing future.

Providing easy access to healthy food, job oppurtunities and public transportation for residents of Manor in outlying subdivisions.

Traffic on 290!!- somewhat frequent accidents at stop light on FM973 and 290

we are too small ---- there is not a lot of retail land that is in visible location to be profitable. We need an HEB and NO more gas stations. --- We need more affluent families in the city to help generate \$\$\$\$ for our failing school district. WE need to annex more land to make Manor larger.

Traffic

Traffic routes, especially on Blake Manor Rd, only 1 way in and out, need to connect Blake manor to 973

Creating ways keeping kids out of trouble

Not selling out to the first corporation who comes knocking....example: walmart before heb, mcdonalds and taco bell before other, more local options. Is there any way to attract better business to Manor?

Schools.

Streets. Especially once you get off the toll road. Then in the city streets to get to homes we have only two options to get out or end.

Population and Traffic.

It's roads/streets

The growing of the Manor Police Department and seeing the good changes the new Chief Ryan Phipps and Sgts have been making for the town.

Finally growing

New businesses and road improvements.

Starbucks! We need some more restaurants. And a DOG PARK. :)

All new businesses

Open the toll road and starbucks

All the new business! !

The opening of new business. However I wish it was places that promoted healthy lifestyles instead of Shipley's and taco bell

It's growing

I would like to see an Heb store and a better playground.

I am excited about the new restaurants opening and seeing the new housing coming up around the city.

New Schools.

More businesses being built.

Growth!!!!!!!!!!!!!! But very worried about the natural beauty being paved over in the process.

Dog park

Whataburger

Commercial development

the new businesses

Whataburger.

New businesses

More restaurants outside of just fast food.

Annexing Briarcreek.

current development along 290, additional vendors and housing

Wendy's

Recreational centers, parks and different activities for children and youth.

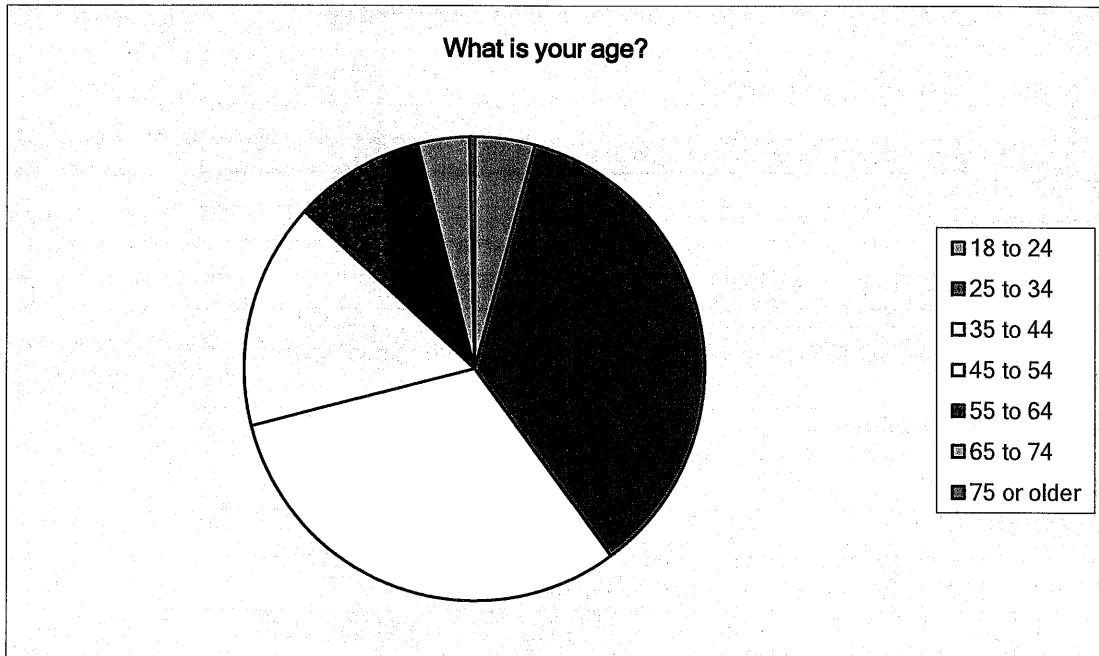
Businesses coming to Manor and restaurants (finally)

New business. More jobs. Lower taxes.

QUESTION 15

What is your age?

Answer Options	Response Percent	Response Count
18 to 24	4.2%	21
25 to 34	35.7%	178
35 to 44	31.1%	155
45 to 54	15.8%	79
55 to 64	9.2%	46
65 to 74	3.6%	18
75 or older	0.4%	2
<i>answered question</i>		499
<i>skipped question</i>		1



Infrastructure vs population

Keeping it safe. Tons of red light runners on 290 near main road. (Valero side)

Poverty areas, homegrown mindset, and the terrible school system...

Their challenge is change. Traditions should carry on..but Manor festivals ect could have better outcomes if they change their set up, add bands people actually know and younger than 75. Add more festivals and announce it better with banners over 290 to attract more people.

Remodeling existing city to meet the demands of new residents.

Older residents unwilling to change. They complain there isn't enough here and then complain there is too much. This is not your grandparents Manor.

Water stands all over town

Traffic !!!!!

Traffic in the morning and in the afternoon

Making it a desirable place to live for future residents.

Having restaurants

The greatest challenge in all honesty is the community. There is a lack of pride in the community which is showing in the lack of upkeep on the maintenance of the "downtown" area and of the structures around the business district. Take pride in your city and show it by cleaning up the community and bringing in real, reputable businesses.

The reconstruction of the downtown area.

None

balancing the very different economic needs of the people.

Cleaning up downtown

Animal control

Demand

Where the 290 toll ends - it should have ended a couple miles further east.

Traffic along 290! The light at 973 and 290 kills our momentum. We need to extend the toll road past 973 going east. We need turn on green options along 290.

Keeping up with growth

Mixing old with the new without making the old appear run-down and not appealing.

Making it pretty.

Traffic. The existing system is straining under the volume of traffic given that there is really only a few ways to access the Austin Metro area.

The growth is too fast, too soon. I feel like we will need another middle school and high school soon

Traffic. 290 needs to undergo major renovation in the next 10 years as the city continues to grow. The 4 lanes that are currently in place will not do, and will drive people out if the traffic continues. People moved out to Manor to get away from Austin traffic, and its turning in to the same thing.

improving the overall appearance of the city, especially in older areas of town

Traffic flow, not enough programs for kids of all ages in the summer, bad streets and no 24hr convenient store or drugstore

Traffic and traffic control. There needs to be a light coming out of the Stonewater community coming onto 973. This is a dangerous intersection and with more houses being built back here it is just going to become a bigger problem. Also the timing of the lights on 290 is horrible. Cars coming from the side street have to wait forever to get onto 290.

Lower utility cost especially for single people who don't use nearly as much, but are penalized with the minimum rates.

Controlling sprawl. Turning prime farm land into subdivisions is very, very bad for the community and the nation.

Moving away from all the low income housing

Enforce the code, seen houses with a lot junk, keep grass neat, some streets need repairs. A nice and clean city, attracts more housing and business.

too many subdivisions = traffic!

Managing growth and the problems that come along with it, such as crime, traffic and road improvements.

the rapid growth and traffic.

Building around 290 - 290 needs to be even wider.

Our reputation as the "New East Austin" and not increasing the quality of homes being built and accepting low income opportunities which creates an image.

Keeping up with demand of services as we grow as a community.

Cleaning up downtown to make it more attractive like some of the other neighboring towns. Also getting rid of the trucker traffic through downtown Manor.

Greatly differing opinions on every topic. People like me want to see this place grow and get better. Some people have lived here for a long time and want it to stay how it is... One is good for the city, one is not...

Traffic

Creating a business district.

We have too many large chains in our small town. We need more small businesses that help support and cultivate our community and our people. I would like to see an HEB so that we can get rid of that horrible Walmart.

The school system, especially with regard to all the corruption in the news lately. Also, people that don't respect other people and other people's property. Examples are bad behavior in our schools and trash left in parking lots.

beautiful!

Transportation and absence of shopping malls

old Manor is blighted and could be very charming; but it would be hard to displace those living in such circumstances

To much growth

Not allowing Manor to grow as fast.

Recreation space

Not to get caught up on growth that it forgets the farming community

Changing with the times and needs of a growing city.

Traffic and lack of infrastructure. We are so close to downtown Austin but it feels like the boonies

Traffic Control

Growth

Attracting business that is not a convenience or auto parts store. We need real restaurants, a real grocery store, and higher end salons (Great Cips is not great), movie theaters, a Lowe's or Home Depot, we need all these things to grow as a city.

Figuring out how/where a new town square should be. The town really needs somewhere to congregate and right now that's not happening.

Management and spending of the tax collected. It's higher than Pflugerville but theirs has more to offer. How is that?

Entitled citizens

Keeping up with current growth. School system.

Traffic

Growing responsibly.

Keeping up with the appearance of the town

Nepotism

City management.

Funding a new police facility and attracting the talent to build the proper infrastructure for the city.

Enough access to roads in and out of the city. The growth has been taxing on our streets and traffic is terrible.

Keeping the youth busy in a positive way

Bring HEB here. No more gas stations, food marts or auto parts. We have more than we need now.

upgrading downtown

education is needed to improve for real estate values to jump

planning

No organization

Politics

Getting an HEB

Drugs happening in Wildhorse Creek

Backwards ideas, crime. Lack of special education in the schools, and the cover up of that. MAP.

Whoever made the decision to add so many car parts stores, fast food, and gas stations, obviously does not want us to be a town. We are currently looking like a large truck stop.

Balancing the right kind of business that fits the lifestyle and cost of living of it residents

smart growth: building infrastructure to accommodate more traffic, becoming a place to stay rather than a pass-through by preserving historic areas in the face of development

Youth problems

Not enough side walks ,rapid growth

Traffic!

Getting HEB here. If they get HEB here, then more shops will come.

Having a good quality of life that will attract quality people to move here.

Becoming more than a stop on 290.

Significant need to improve cosmetic appearance of downtown and some run down buildings along 290

Stop building freaking auto parts stores and gas stations. There are more than enough!!

\$\$

Traffic.

Older residents

Improving old building downtown and restoring the image of downtown. Reducing the stigma of crime in the city

290 traffic, traffic, 290 traffic, 290 traffic

Everything

Roads, the traffic on 290 is pretty bad and the toll road hasn't helped.

Space

Capturing the large boxes before the next real estate bubble bust.

Traffic, attracting higher end retail and restaurants

Attracting bigger businesses and improving the schools. Also better managing the traffic flow on 290.

Roads and traffic

Traffic, lack of infrastructure. We need more housing ordinances to protect the growth and values. I have seen mobile homes on land falling apart and owners not maintaining there respective lands. Also, opportunities to open new business in Manor.

Keeping government regulation from stifling community growth.

Spending time finding businesses that will enhance our community not just the drive thru traffic.

Accommodating the growth while maintaining a "small town feel". We should also focus on beautification of the city. Let's do something with the old abandoned homes and overgrown lots. Let's cut the tennis shoes off of the power lines... (And, if that does really represent a gang/drug territory, let's do something about that, too!)

Clean up the School District Corruption/Image - This will attract more families like PISD/RRISD

The fast growth and not being able to keep up with it.

Traffic

Getting more options for utilities services (water and electric)

Trying to build up the city to accommodate the influx of people moving in to work in Austin.

Managing education and mitigating the affects of low income residents

Attracting large business to manor, such as HEB, target, etc

Trying to keep up with all the new people moving to manor.

Bringing an HEB here and well known retail shops.

Business and restaurants and jobs

attracting austinites to Manor

Traffic especially due to poorly timed traffic lights.

Bottle neck traffic. From presidential Meadows to parmer on Hwy 290 the traffic is horrible. No one wants to stop to spend money with all the traffic.

Traffic, 290 is terrible in the morning and everyone runs red lights. It is also incredibly difficult to get onto 973 from Suncrest.

Public perception. It's "too far away" from town or that it's "ghetto".

TRAFFIC especially on hwy 290. we can't get out of our subdivision (Greenbury Village) in the am to go to work, drivers block intersection.

Traffic congestion, if Metro Rail would come to Manor it would attract more people to move to Manor that work in Austin or Downtown.

Traffic and road maintenance

Increased traffic

The school district.

Taxes vs growth

Bad schools. The schooling is terrible, and with an overhaul of the school board to do more for the community and less to line their pockets with tax payers money, the better off we will be. The schools are so bad most upper middle class are moving their kids out to Austin schools or home schooling. Lower class try, but not sure of the free alternative options. The schools are the worst. Even the teachers don't send their kids there! Look how many teachers leave within two years of work. We also need a better animal control center.

Demographic divide between poorer areas and newer neighborhoods/residents

Balancing growth of the city and keeping Manor authentic still with a feel of a small town and local shops. Too many houses are getting build on farmland

Attracting a large grocery store..HEB!!

Preserving farm land while expanding

Traffic only 2 real ways in and out of manor

Lack of vision, not prepared.

Allowing the city to grow. Educational system. Location of commercial development. The city seems to be expanding toward Elgin rather than trying to blend toward Austin, that seems like a mistake.

Not having an economic development function

having things for teenagers to do when they're not in school - a rec center with sports, homework help, mentoring - must be easy to get to by themselves on their bike or walking or by bus

Traffic management

Uncontrolled growth and avoiding being another Pflugerville.

Keeping it from becoming generic and low end looking. Lots of 18 wheelers going to and from the asphalt plant on Littig. Roads are messed up. This company should help us keep our roads looking nice and should pay for a crew to come and fix pot holes. One 18 wheeler fully loaded is equal to 9600 cars. Y'all are screwed in the road business. No one will come or bike out here with crazy road conditions. Get a backbone. Make them fix it or pay for the fix. Make the developers foot the bill for the sidewalks to and from the Walmart. Shame on you all for letting them get away with putting in subdivisions in the middle of nowhere so people have to walk on the non existent shoulder to get to the store.

The city's greatest challenge is keeping up with the growth of the city.

Getting the community together as one. Having more city events to get the town engaged.

Fixing the roads

Parks, infrastructure

Building and break-ins. I mention building because the soil is awful in Manor.

Traffic

The performance of the Schools.

traffic and accidents, crime prevention

Being able to accommodate everyone and keep them happy.

Too many cheap homes. You need to put in some ShadowGlen type homes. Folks with more disposable income instead of just barely scraping by. They are selling within two of being put on the market. Harris Branch is a nice example too.

Traffic

Good

Modernizing. Still has the small town image.

Traffic management and road conditions.

The population is growing faster than businesses are coming. This could potential stop the growth in Manor because residents will need to travel so far for retail stores, big chain stores, etc.

Traffic and lack of a grocery store is costly for residents

roadways and traffic - need to improve infrastructure (bridges) to allow more lanes on 973

Allowing non-big-box customers to come and open shop. Manor ought to aim to grow in ways that it wants to be seen as, not what it currently is.

The school district is not meeting the community's expectations for students.

Money perhaps.

stopping property taxes, keeping crime out and fixing up parks

Strategic growth with a vision. Cedar park has done a great job with this.

Preserving heritage and farmland

A lot of people I talk to think manor is really far; we need to find a way to make people want to drive out to it.

No HEB.

Meeting the needs of all citizens without leaving a certain group out.

Traffic..should extend 290 toll road over Manor, and fix the bottleneck area by Manor New Tech on frontage road...so annoying when people merge dangerously in front of you

Finding an engineer that can design and build roads. I am all for the manor expressway but the congestion it has caused is unacceptable for some one of any education.

Keeping up with roads (especially on Blake manor). Also, bringing in more business without disturbing the small town feel that a lot of us appreciate.

Desperately need sidewalks

Improve the high school in Manor

The greatest challenge is being fiscally responsible during this period of rapid growth.

TRAFFIC! and grocery store

Becoming more than just a bedroom community for people who work in Austin. The Walmart has become a place where you can run into friends and neighbors and remember that we are all part of one community. That's a start, but this kind of commons or public square needs to be repeated in as many ways as possible around town, and not just in popular retail spots. Read Ray Oldenburg's "The Great Good Place."

Maintaining high standards in schools.

getting the outlying areas on city water

Making sure to attract the correct businesses and not be over run by gas stations, fast food and auto stores.

Getting a grocery store such as HEB in the community.

I think now is the perfect timing of deciding what kind of town Manor will become and be famous for. Hopefully we won't just become one of generic towns.

Keeping the feel of small town and keeping it affordable. Need to build more roads and move traffic. Austin is slowly encroaching on us and that is not good.

Traffic

Renovating downtown Manor so it doesn't look so pathetic

Roads, traffic, and accessibility to commercial centers

Improving schools

290 highway traffic

Developing infrastructure and tax base.

Traffic! We need an overpass! An overpass will allow busses to route the children to school faster while workers headed to and from Austin are on the overpass.

Cleaning up the downtown area, Improving the School District, Making the town look more up-to-date instead of run-down and old.

Traffic during rush hours. It's insane.

Growth!

The school district

To stop trying to mimic larger cities. Most people live out here to avoid big city issues.

Crime

Traffic and planning for reasonable sustainable growth

No recreation or jobs other than food industry

Low income people moving in and crime. Growing faster than infrastructure.

Manor needs more quality to its schools so that as home building progresses, the quality of homeowners is more desirable on the whole

Keeping up with the demand of new residents.

Dk

Competing with Austin for business, especially with so many people working in Austin that live in Manor.

Traffic on 290 and frequent car accidents in the same spots.

Scaling.

Make sure we have enough parking spaces!!

Making everyone happy

The rapid growth. The 290 is horrible during rush hour. Wish the toll went all the way to Elgin, or atleast through Manor.

Traffic coming in and out of town

being able to get a handle the growth of crime, as the city grows so will the crime and to have the people and facilities to deal with it will be a challenge

CBD

Simply keeping up with growth. It feels explosive.

Keep city folks in place to monitor and assure all new entities maintain clean, code meeting, safe places.

Much needed rehab of older homes to give value to the city.

Not becoming too congested

We need an HEB and Lowes/Home Depot

Compromising old Manor customs and values with coming growth.

Places for our youth to be safe

Maintain a small town feel in the right places while allowing the city to grow with the population

Petty crime, too many gas stations, no community involvement, community officials not in communities, library not functional, police not involved with youth...

No Opinion basically....stop growing and trying to bring people in...loved the small town effect thats why I bought a house out this way!!!!

Traffic

Preparing for growth.

Growth

The traffic

Controlling all the traffic inbound to Austin.

Slow growth and road improvement need for 290 east. Should have tollway all way thru Elgin to help attract people there as traffic horrible thru Manor

Traffic and the growing population

Growth & traffic planning

Cleaning up the downtown area. It is very run down and will cost owners and the city a lot of money to spruce it up.

Traffic!

Allowing businesses into our City.

You can't compete with neighboring towns and grow a desirable community unless you have a professional, full time chamber manager and an economic development professional.

HWY 290 being the only real way in and out of the community. Especially with more housing developments popping up.

Ppl expecting so much from a small town.

Traffic

Traffic

Growth

TRAFFIC AND ROADS

Old Hwy 20 traffic and expansion.

Traffic

If the city hasn't yet already started keeping digital copies of records it should start to ASAP. Especially in the long run having access to records via computer will be extremely convient compared to paper copies.

Traffic

Finding space

Improvements to properties in downtown area

Small town ideas. The highest value for a public official is who they know and how long they've lived here. they have NO IDEA how to cast vision for a booming city. They are drowning in insecurity.

Not enough businesses.

Getting places to build here

Traffic!

290... not travel friendly. 3 speed zones in as many miles. Traffic signals are not timed well. Not enough police presence during the afternoon, Dangerous.

Preparing for the traffic

Traffic

Build heb Lowes home depot Target

Education and things for kids to do

I don't want to see manor grow too large because I like the country but I would like to see an heb. I don't want high property taxes

EDUCATION!! I fear that we will have to move if the school district does not improve. As a young family, we have one daughter that starts Kindergarten this year and I'm hoping we see a big improvement.

Keeping the home owners and residence happy and safe in the city.

Getting big chains and local Austin business to locate here.

While it's growing it still does not feel modern and there is a disconnect from being considered a suburb of Austin. More health conscience businesses are needed. More variety, we do not need anymore gas stations or auto parts stores. Need more and improved parks for kids, like the one in Round Rock (For all disabilities park) plenty of unused land in and around Manor that is not being maximized.

It's great that little Manor is growing. But we are still a small infrastructure too much traffic.

Traffic! Too many wrecks on 290 due to congestion and people running the lights- We need a bypass for the residents of Elgin/ McDade/ Taylor/ Giddings & NOT A TOLLED ONE!

Institutionalized Racism, "This is Texas!!"

The schools need a lot of work. Students do not behave and are not motivated. Parents and community are not invested in the school. Parents who care enough home school their kids or send them to charter schools, and the rest of the kids go to the public schools, creating a cycle.

Moving fast enough to accommodate the city's growth

Making sure the infrastructure can handle the growth.

Too many gas stations and auto part stores-

No grocery store! Could use place to buy fresh food like a farmer's market.

TRAFFIC, TRAFFIC AND MORE TRAFFIC

creating a hodge-podge of single entry businesses off the 290 causing traffic problems, dangers and accidents AND lights that do not allow one car to get thru an intersection

Transportation traffic congestion on 290

Fast growth. Infrastructure has not caught up with the demand of new residents.

Small time mentality

Highways

Limited public transportation and affordability.

Overcoming small-town blues

traffic

Ensuring that the sudden growth doesn't raise property values so much that people can't afford to live here.

Need another Fire Station due to the large growth. And another Hospital

Traffic

Flooding, growth

sustainable, smart growth

meeting all citizens needs

Sidewalks

Not enough lanes

Development

It's insane to me that we're a small town and yet we have no good sidewalk system. I see people walking on 290's shoulder all the time trying to get to Walmart. That's so dangerous. The only place that has working sidewalks is the CBD (when I say working I mean sidewalks on both sides of the street that don't suddenly cut off). Sidewalks are a very important thing to make the city safer, more connected and look nicer.

Buyin of stakeholders

Managing growth sprawl. Lack of resources. Poor leadership without real vision.

Improving the schools and raising the standards and reputation of MISD. And improving the quality of roads.

Lack of schools with excellence rating. If we had children in school, we would have bought elsewhere.

no bike trails, need more restaurant options, need nicer housing options there are hills in manor which could have housing built on this land. downtown manor could be greatly improved.

Biggest challenge is not becoming just a strip of suburban sprawl but rather a city that has charm and personality and shows a thoughtful layout.

Updating all the dilapidated buildings

Traffic

Education (Manor ISD); building facilities or making facilities available for activities that promote healthy living for youth and their families (sports, healthy eating, making good life choices, etc.)

Overcrowding and traffic. It already takes 20 mins to get from 973 to the toll road. We need widen HWY 290.

Traffic and limited resources. Have to drive to Austin or Pflugerville.

Reconstruction and Construction.

Traffic issues

Small town thinking and current leadership resisting change because it takes away power from them

Attracting stores, shops to keep pace with subdivisions. Building a city center.

Growth is exceeding what the city can handle

Traffic

Attracting larger retail businesses.

Image that it projects, objections to moving forward by some residents, increasing the commercial tax base, and coming up with and implementing a cohesive plan for growth. Having to compete with the cities that surround Manor for projects.

Good management and leadership

Attracting businesses

City not wanting to move forward

Unsightly center and limited walking areas

growing too fast & not able to keep up with the traffic. we need a toll road going over Manor & end outside of Elgin city limits.

Attracting a higher socioeconomic status, less renters, more people invested in improving Their community and paying their HOA

Roads

getting everyone on board to the changes that are coming regardless if people want them or not

Providing family fun for the horde of young families that are primed to move here. My local Austin mommy group is all a buzz about Manor. Biggest complaints? Shopping, places to take the kids, and reputation of schools.

290 traffic, nothing for students to do in the summer

Finding activities to keep all the kids busy. Building and expanding roads as the population grows. Don't become Austin!

Clean up and beautification. Also, there aren't many family friendly things to do in the city. It really needs a grocery store.

Cost of changes without taxation

Traffic and our schools

Keeping up with population influx

More than likely the city budget

Don't become too commercial and overrun with chains and big box stores. Making sure roadways are kept up and good traffic solutions in place

Traffic

Maintaining a small town feel. . . With a wide availability of high speed internet access. Honestly, we moved here from Austin and the internet speeds available to us have been very disappointing. My boyfriend works from home and it changes his entire workflow.

Attract big box retail, businesses

Helping flow of traffic along Highway 290

Narrow streets. As 290 becomes more congested, drivers are diverting thru downtown Manor. At minimum, Lexington St and FM 973 should be widened.

Keeping the small town feel while trying to expand

Keeping up with growth. (repairing/updating streets and sidewalks)

School system!

We need to make 290 easier to maneuver for Manor residents. It is too congested with Elgin residents and people that live further east. More roads to Austin other than just 290

High Property taxes

Rapid Growth, Streets and Development

School district and dealing with the 290 traffic and speed involved accidents

Knowledgeable officials and competent police officers.

My God, the traffic is terrible. You need more roads ahead of adding all these people.

traffic

Road repair and traffic,taxes

Commercial zoning

Wider streets and ability to navigate through certain areas. A highway loop around the city limits to improve traffic issues.

Large trucks should not be turning east onto Parsons. Lexington Street has a light at the north and south ends and the trucks can use Hwy 290 to go east and access Old Kimbro Rd and a direct entrance to the asphalt and gravel property.

Making this community more family friendly. If I want to do anything over the weekend, I go to Austin or Pflugerville.

Continual growth and development as the city expands

More food options

New businesses being built, especially places like Starbucks, Shipley's, Panda Express and Whataburger. Also excited about the Shadowview strip, but that excitement may diminish depending on the type of business it attracts.

Whataburger

More businesses coming to town

Parks and Trails

Small, non-chain, locally owned businesses.

Whataburger and Panda Express. Walmart has been a positive change as well

Housing and business expansion, some more need it in order to detonate economic local grow.

Whataburger!

Having traffic lights instead of just stop signs.

More housing and retail expansion.

We need an HEB and more local businesses, like restaurants

Growth, more shops, a grocery store, restaurants (not fast food).

About to have an HEB

More food options.

All the new growth. Would honestly like to see larger chain restaurants instead of just fast food. Need an HEB and a Lowe's.

Growth in general

Cleaning up of the downtown area and keeping the historic feel but clearing out the trashy looking stuff...

More homes being built in Shadow Glen. The new Shadow Glen elementary school.

Hopefully more small businesses and healthy food options

Excited for the new growth and business. Hoping the ShadowView shops fill up soon.

i am excited that i notice more new building/shopping/fast foods

Housing edvelopment

new development all around; looking good

Hardware stores and HEB.

More businesses coming to the city.

Hopeful for Internet that is not dsl

That it is finally growing and starting to attract good companies.

I would be excited to learn the city is working on improving traffic congestion and attracting restaurants, grocery stores, and local business so that literally everything does not require us to make a 30-60+ minute drive. Unfortunately, I have not heard of any changes that I am excited about.

New businesses.

Development On HWy 290

Excited about the growth.

Starbucks was like hitting the jackpot!!!!

More community based things. We love our small town, we love the growth, however I'd love to keep the small town community. Things that we can do as a family here in town.

New restaurants and businesses. I really really want an HEB. I know folks in Elgin want us to get one too.

Commercial development so I can live and shop in Manor.

Capitol Metro Bus

not sure what changes are happening but i hope more stores and shopping strips are coming. more places to socialize.

City bus coming to every community from walmart and if there is a heb coming to town

Shipley donuts

Growth of more dining and shopping options.

New stores

Growing school district

New shopping venue

Cleaning up the school system.

Business development.

We live in Carriage Hills and would LOVE the option to walk or bike into Manor. We tried once, and almost got hit by a car. There are no sidewalks, or even shoulders. I get so nervous when I see people walking or biking on the high-speed roads that go into town. A more walkable city would be so great.

Love the growth so far but needs to continue. Walmart building here was HUGE.

Grocery stores.

Growth

Adding more places to eat out besides fast food chains.

Sidewalks, and HEB

Restaurants

retail and restaurant shopping

Rather than spend \$\$ in Austin I would rather buy local--hardware store, clothing, shoes, pet supply

More options for local entertainment.

Growth

HEB, Chili's, good park, pool for winter

business/population growth

Traffic Lights. Restaurants

It is nice to finally see it looking like a clean and vibrant place. Those who don't want it to grow are ignorant and not thinking of the children.

I would be excited about an HEB

Growth and the everyday type business that come with it.

downtown revitalization, HEB

I would like to see recreational facilities for our youth like a ymca or a plain old rec center

Restaurants (new business)

The whataburger!!!!!!

growth!

I hope to see more businesses in town, so I do not have to travel out of town to shop.

The growth

Beer distribution center

Restaurants...It would be nice to drive to a nice elegant restaurant for Happy Hour. I always end up facing traffic in Austin.

Businesses

The growth in itself is exciting. The schools must improve to get families to reside here.

YMCA at schools, more stores

I'm just all around excited for the growth of Manor and all the opportunities that's going to come along with it.

Growth, however we are a blank slate and should be very particular about what is allowed. Our subdivisions should all have wide streets, bigger lots, bigger homes, we do not want to be the North East trash center.

New Restaurants and New Schools.

Larger grocery store

General growth and improvement.

I love the fact that we are getting many new fast food outlets and other businesses

More things to do or go to

More stores!

Economic Growth

Growth and attractive development

More stores, eateries, toll road

I'm happy to see the new growth off of 290.

Youth needs are very high, entertainment.

Growth not having to travel to Austin and/or Pflugerville for basic essentials. Now I would love to shop local.

More family oriented business & amenities. Stores other than Walmart. Healthier food choices.

The growth. Manor has so much potential with being affordable to the surrounding area.

I like the new fast food chains for the high school kids..

More activities to do and places to go.

The growth and addition of new businesses.

Hopefully real job opportunities

More businesses coming in

Whataburger

I would love more parks. Having somewhere to go on the weekends with family would be lovely.

All the new food chain restaurants being developed. And hopefully retail stores in the future.

Haven't really heard of any major changes

Everything

HEB

Building up more restaurants and large stores like HEB.

possibility of HEB

The growth

Growth and development of the area.

The new business that are arriving. We desperately need a public library!!!

none right now

Growth, future retail

As a coffee shop manager in Austin I would love to be able to bring my business closer to home rather than driving to south Austin everyday.

HEB!

I hear HEB is in the works. Coming in 2 years.

New retail businesses. Looking forward to CVS and would love a Walgreens

The fact I don't have to go to Austin for everything now. Things are getting closer.

The restaurants coming in

New restaurants

More diverse business and or corporations setting up headquarters in Manor. Places for families to be able to go for leisure.

I am excited that Manor is attempting to become a more metropolitan town. However, I am concerned about gentrification.

The expansion of the tax base finally gives the mayor and city council some resources to work with.

New schools

I would like to see more restaurants, retail and grocery stores so I don't have to go to Pflugerville every time I need something.

Wal-Mart and food chains like panda express and Whataburger.

The rapid growth - New Businesses

I would like to see an HEB.

Heb!! More bike trails and safe outdoor facilities for families.

Having more food options, and seeing manor grow.

None

Would love a video store or theater. Another grocery store would be great. Glad new elementary school near by. Hope isd gets better.

Additional retail space on 290

Grocery stores and small businesses

Small businesses coming to town

I heard a shopping mall was in the works

Something for the youth and more outdoor activities and options for family maybe outdoor exercise park

That it's growing! :)

Expansion. Commercial development. Community growth.

Bus route - please expand

all the new retail establishments coming in

Growth and development

More rooftops to attract more retail.

Growth

Restaurants and shopping

Places to take the kids to do stuff

The opening of Taco Bell, Shipleys and Whataburger are good fast food starts. Need to bring in restaurants to accommodate families.

Things to do with the kids especially during summer, play ground, swimming pool, and movie theaters.

The new businesses arriving and new homes under construction to expand neighborhoods.

Growth in Businesses

Growth!

Growth

HEB, Target and a Home Depot or Lowes coming!!!!

I hope the commercial businesses stop developing here. And HEB is all manor needs

Growth, HEB

People are finally realizing what a nice location manor is

More restaurants and chain stores

Positive growth potential

easy access to Austin - whether via toll road or access roads.

New businesses.

Toll ! Bu please no more gas stations! Would love a Costco , Sam's , Bath n Body works, HEB and Mall

Providing more spaces for community gatherings that are accessible

More businesses and things to do with family and friends. Would love to see a bowling alley, and arcade. My husband wants to open one someday.

Growth!!

Manor expanding

The growth

Hope we get an HEB soon!

Increase in home value

it is exciting to watch the city grow and to be a part of it.

Growth!!!!

Traffic lights going in ! New businesses !!

Street and flood improvement. What-A-Burger

More restaurants

Access to stores and groceries we don't have to go to Pflugerville/Austin for. More outdoor activities and dining options. Recreation improvements.

New businesses and restaurants

The new bus routes. However, I would like to see it extended to the developments on Old Highway 20. I see a lot of young adults walking on that skinny road with no sidewalk. That would be a good place to put a sidewalk. Hi Scott!

Whataburger

More stores like heb restaurant not fast food

Shopping and retail

The additional businesses that are coming to manor.

None yet.

I like seeing more eateries going up, but we need actual restaurants and we are in bad need of an HEB or some sort of grocery store. We really need the grocery store. As far as restaurants, I'd rather see chains that are local to the area like Chuy's, Torchy's, and Alamo Drafthouse than places like Applebees. A Lowes or Home Depot would be awesome too as there is a lot of new home construction going up here.

More businesses

NONE...hate the growth and the traffic is getting horrible!!

None

Growth potential.

Growth

We could really use sidewalks

We really need a home depot or Lowe's.

Lack of communication on changes in Manor so unable to comment

Wendy's and the new schools

All of the new development is very exciting. Although it would be even more so if the changes were varied. We do not need another gas station or automotive store. There are too many.

More food places and Starbucks was an awesome addition.

More business in the area where I don't have to travel to far for my household needs.

New high end home builders coming in to Shadowglen.

The growth has spurred more of a diverse community and that is exciting.

More jobs available here

More stores

None

More food places

HEB might be thinking about building a store here. 290 expansion!

Whataburger

More businesses coming in.

Restaurants, stores and maybe a HEB

No traffic, better schools.

Added retail facilities

More direction, more people to diversify and push out current leadership.

More business.

Growing

Skatepark hopefullu soon, and hopefully decongest the traffic.

Growth, jobs

Growth, retail

Growth

Traffic improvement

THE WHATABURGER.

More placrs to eat, I hear there may be a food court

More shops and restaurants

I'm excited to see the library grow and have a full time staff. I'd also like to see an HEB or other grocery store other than Wal mart.

More housing, better roads, revitalization
More businesses opening
Whataburger just need IHOP
More dining
Good change...
New developments
I would like some shopping places for kids and women. Like a maurices & a carters
More businesses
I'm excited to see Manor have more career opportunities with the new coming businesses! What a great way to create local jobs and help the local economy. I would love to see an HEB and a Target here! I also think the restaurants are a great addition- would like to see healthier options being offered.
Excited about the restaurants and Shopping center. Not having to go outside the city limits.
More stores, really need a home depot or Lowe's
More family friendly events, more healthy options, HEB Plus, Super Target, Sprouts, Whole Foods, Cabo Bob's, Chick-fil-A
Optimistic about the future
Retailers coming to Manor, more food choices, and more traffic signals to control dangerous intersections; i.e. 212 & 973
The new business' popping up around Walmart!!
More restaurants.
New HEB, more restaurants and home development
All the new growth is very exciting.
Development into a community rather than struck stop town
Retail options
The road improvements and the traffic lights
The growth is exciting to see. I look forward to more recreation and retail facilities.
Has some businesses
New growth
Access to services/products for the families that live in Manor. Limited public transportation creates more barriers for families in the Manor area.
More recreational activities.
walmart
I have enjoyed seeing the growth in Manor over the last five years -- so much has changed with the incoming businesses. We can actually 'live' here instead of just doing everything else in other towns and returning home to sleep.
The construction along 290.
Real life stores, books stores, clothing etc
Growth
New business keeping up with growth
New stores and side walks
Growth
HEB

The continued growth with businesses and houses
 HEB
 New commercial development
 The attraction of more businesses
 Possibility of commercial business growth, which will bring jobs and further economic development
 More services provided - food, shops
 Growth and being part of it.
 Business development
 Growth!
 Getting a whataburger
 Everything
 Getting a grocery store hopefully!?!?!?!
 None, because the changes that are being made are counterproductive.
 Whataburger. New park across from Walmart. Extending Ring street.
 walmart and restaurants
 It's finally growing
 Higher tax base
 Additional shops. More local grocery and national chains.
 We need an HEB, we need dilapidated homes and businesses and empty building to be fixed up or bull dozed.
 I hear HEB bought land in Manor, so I'm excited about that. I was excited about the bus until I realized it only went around Manor. 4-5 miles more and it could have transferred to a bus stop in Austin.
 Parks, trail said, grocery
 Fast growth
 more money for schools- really need to upgrade MHS.
 Improving our parks and bigger water parks.
 the new development I see on a daily basis; new stores like starbucks etc. I hope that manor continues to grow in a positive manner.
 The addition of all the new schools
 The active listening of the community to assess how to move forward in its development
 The possibility of a HEB grocery and healthier restaurants. I love my Starbucks.
 New retail.
 The Traffic seems to be improving. Slowly but surely!!
 Building a sense of community by making things available in town to keep the money in town instead of having to travel to Austin or pflugerville and spending our money there
 HEB, and more shops to come in so we don't have to travel outside the city to buy anything.
 All of it!
 Excited about the opportunity of growth happening in the area, i.e. retailers, local cafes and shops, markets, festivals, etc.
 I like the city hall. Not sure what other changes there are.
 More restaurants



Manor Comprehensive Plan Community Survey

The Manor Comprehensive Plan will examine existing conditions and provide recommendations concerning housing, land use, economic development, the Central Business District, parks and recreational opportunities, streets, utilities and drainage. The goal of this survey is to gather public input and incorporate these opinions into the goals and vision for future development in Manor.

1. How long have you lived in the City of Manor?

- ☐ 1-5 years
- ☐ 6-10 years
- ☐ 11-20 years
- ☐ 21 years or more
- ☐ I do not live in the City of Manor

2. Why did you move to Manor? (Please check up to 3 answers)

- ☐ Grew up here
- ☐ Family
- ☐ Schools
- ☐ Work
- ☐ City size
- ☐ Natural Beauty
- ☐ Sense of community

Recycling pickup	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sewer and water system improvements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street cleanup/litter pickup	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sidewalks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bicycle facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street repairs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Traffic controls (e.g. illegal parking, speeding)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Transportation services (e.g. bus)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Crime awareness/prevention (e.g. neighborhood crime watch)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

4. How important are the following goals for Manor?

	Very Important	Somewhat Important	Not Important	No opinion
Organized events (e.g. festivals, markets)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
More or improved public parks and trails	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Create design guidelines for future growth	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Preserve farmland	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Improve the appearance of downtown	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Historic building	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Recreation Center	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hike/Jogging/Bike Trail	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sidewalks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bike Lanes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Swimming Pool	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tennis Courts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Softball/Baseball Field	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Soccer Field	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Picnic Area	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Golf Course	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Playground	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Skate Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Basketball Courts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Volleyball Courts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community Garden	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. What kinds of businesses would you like to see more of in the City in the future?

	More please!	No thanks	No opinion
Auto repairs and services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hardware store	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bookstore	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Coffee Shop/Cafe	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Restaurants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gourmet/health food store	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Grocery store	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gym	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Clothing/Shoe store	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- ☐ Somewhat likely
- ☐ Not likely
- ☐ Unsure
- ☐ Other (please specify)

11. What kind of development would you like to see in the Central Business District?

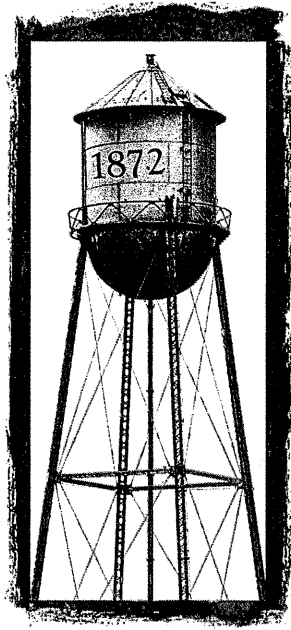
- ☐ Restaurants
- ☐ Cafes
- ☐ Retail shops
- ☐ Housing
- ☐ Offices
- ☐ Other (please specify)

12. Where do you work?

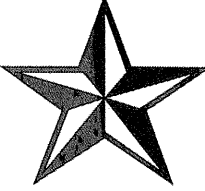
- ☐ Manor
- ☐ Austin
- ☐ Pflugerville
- ☐ Elgin
- ☐ Other (please specify)

13. What changes in Manor are you excited about?

14. What do you think is the city's greatest challenge?



CITY OF
MANOR

EST.  1872
TEXAS

DRAFT

REQUEST FOR PROPOSAL FOR COMPREHENSIVE PLAN

DUE DATE: OCTOBER 9, 2020 at 2:00 p.m. C.S.T

CITY OF MANOR, TEXAS
105 East Eggleston Street
Manor, TX 78653
(512) 272-5555 ext. 5
www.cityofmanor.org

Section I: General Information

Article 1. City Overview

Located in east Travis County and situated along US Highway 290 East, the City of Manor has experienced rapid growth over the past twenty years. Since incorporation in 1913 Manor has grown from 282 acres to 6,228 or 10 square miles today. In that time the population has increased from 827 people to an estimated 13,866 with almost all that growth occurring since the year 2000 when Manor's population was 1,204. Manor continues to attract new residents at an ever increasing rate, with new home permits expected to exceed 700 for the 19-20 FY and over 1,300 apartment units either under construction or in the permitting process.

With a feasibility study currently underway for the planned expansion of US Hwy 290 East as a continuation of the tolled Manor Expressway by the Central Texas Regional Mobility Authority as well as the re-routing and expanding of FM 973 North by the Texas Department of Transportation and the conversion of a freight line to a commuter rail line by Capital Metro, Manor's access to Austin and the Central Texas region is poised to be greatly enhanced and fuel even more growth in the coming decades.

Article 2. Statement of Need

The City of Manor is seeking proposals from qualified, professional consultants who will assist the City in creating a comprehensive plan and policy framework for intelligent growth over a 30 year planning horizon. The consultant awarded this contract will have the primary responsibility of developing the Manor 2050 Comprehensive Plan document and will work in coordination with the City of Manor's Development Services Department, City Engineers, Public Works Department, and others as needed. The City does not currently have an adopted comprehensive plan.

Article 3. Submission Information and Schedule

The City intends to award a single contract for this project. The proposal should address the consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the consultant's methodologies and approach for completing the work requested.

The official title for this project is:
Manor 2050 Comprehensive Plan

Questions regarding the content of this proposal shall be submitted to:

Assistant Development Services Director Scott Dunlop, AICP
105 East Eggleston Street
Manor, TX 78653
Phone: 512-272-5555 ext. 5
Fax: 512-272-8636
Email: sdunlop@cityofmanor.org

Schedule of Important Dates

Release of RFP to Vendors:	September 1, 2020
Advertisement Dates:	September 1, 2020 – September 25, 2020
Deadline for Questions and Inquires:	September 25, 2020
Proposal Submission Deadline:	October 9, 2020 at 2:00 p.m. C.S.T
Oral Interviews (if advanced):	October 26 – 30, 2020
Earliest Award by City:	November 4, 2020

Article 4. Preparation Cost

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest ranked Proposer and/or award of contract and/or rejection of the proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

Article 5. Rules Governing Competition

Examination of Proposal

Proposers should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

Proposal Acceptance Period

Award of this proposal is anticipated to be announced with thirty-one (31) calendar days, although all offers must be completed and irrevocable for ninety (90) days following the submission date.

Confidentiality

The content of all proposals and scoring sheets may be subject to confidentiality pursuant to the Texas Public Information Act (“Act”). After the award of the contract, all information related to proposals received may be subject to release pursuant to the Act.

Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be placed on

conformance to RFP instructions, responsiveness to RFP requirements, overall completeness, and clarity of content.

Signature Requirements

All proposals must be signed. An officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of privately owned vendor; or other agent if properly authorized by a Power of Attorney or equivalent document may sign a proposal. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Proposal Submission

Ten (10) copies of the finished and bound proposal and one (1) flash drive of the proposal must be received by the City of Manor, City Secretary no later than 2:00 p.m. C.S.T on Friday, October 9, 2020. All copies of the proposal must be under sealed cover and plainly marked with the project name.

Proposals shall be delivered or mailed to:

The City of Manor,
ATTN: City Secretary
105 East Eggleston Street,
Manor, Texas 78653

News Releases

News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the Development Services Department.

Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Manor. One copy shall be retained for the official files of the Development Services Department and will become public record after award of the contract.

Modification/Withdrawal of Proposals

A Proposer may withdraw a proposal at any time before the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The Proposer may thereafter submit a new or modified proposal before the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for the receipt, except for modifications requested by the City after the date of receipt and following oral presentations.

Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid unless issued as a written addendum. A written addendum shall be issued when the City deems changes, clarifications, or amendments to proposal documents necessary.

Late Submissions

Proposals not received before the date and time specified will not be considered and will be returned unopened after recommendation of award.

Rejection of Proposals

The City of Manor reserves the right to reject any and all proposals, to waive irregularities and to accept that proposal which is in the best interest of the City.

Project Completion

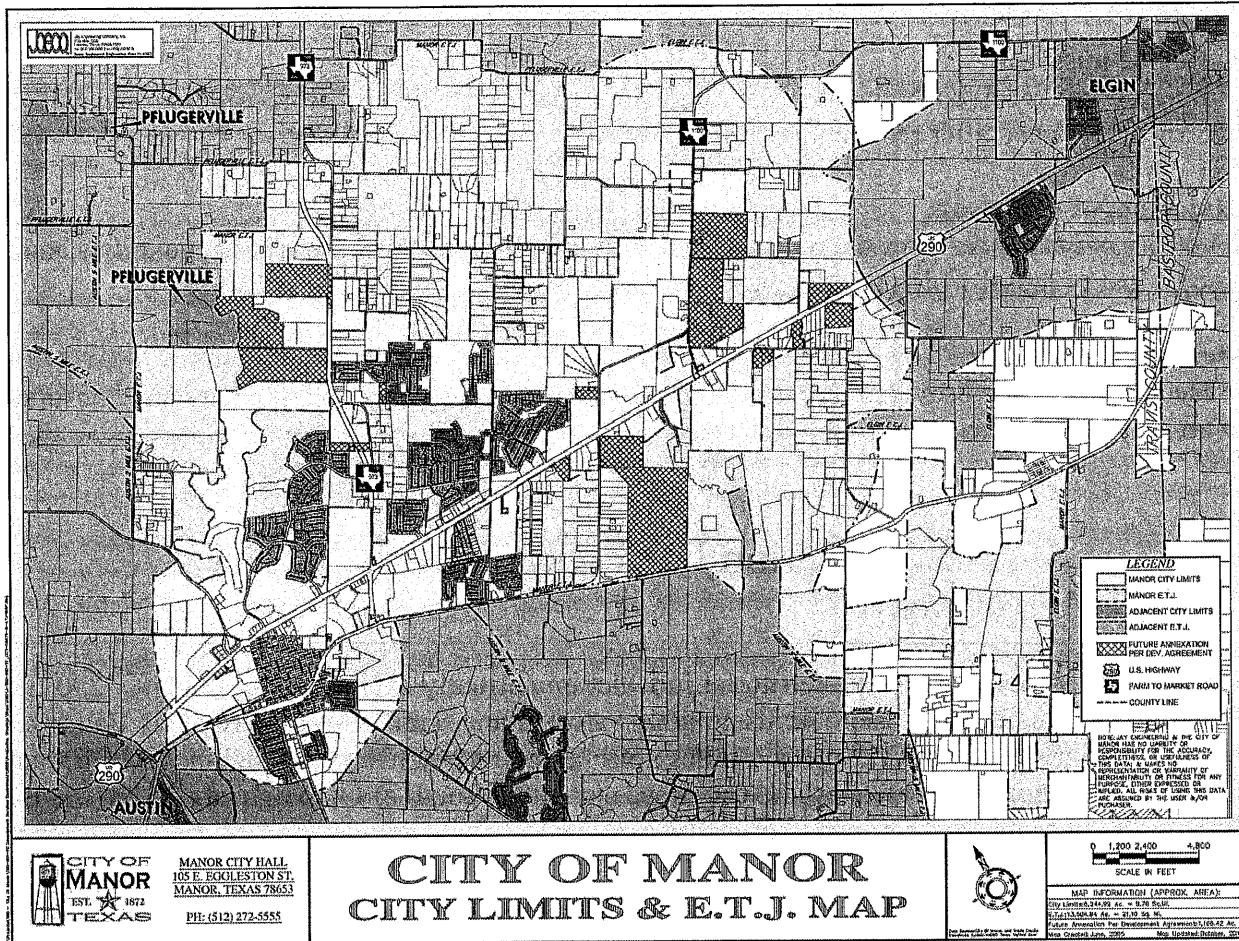
Based on a timeline provided in the submission and agreed upon by both the City and consultant who is awarded the contract.

Section II: Scope of Work

Article 1: Area of Project

The City of Manor and its extraterritorial jurisdiction currently extends along US Hwy 290 East from the City of Austin's eastern limits, roughly Parmer Lane, 7 miles to approximately Ballerstedt Road. The City and its ETJ extends 4 miles north along FM 973 North as well as FM 1100 and with the exception of Old Manor, the City does not extend south of Old Highway 20 but the ETJ extends Southeast across various tracts some 4 miles.

The City is primarily growing north and east with most projects being residential subdivisions. Limited commercial development is occurring along US Hwy 290 East and FM 973 North.



Article 2. Expectation of Consultant

Throughout the process the selected consultant will be expected to utilize their experience and drive the process. To achieve this goal, and utilize the experience of the selected consultant, the City of Manor will require the following expectations be met and identified within the consultant's proposal:

1. Initial meeting with City staff to review project timeline, schedule meetings and being the process of data acquisition
2. Review all existing plans, maps, documents, data and other materials relevant to the project. The City will provide all available existing documentation to the consultant. The consultant will study, amend as needed, and consolidate applicable materials into the Plan.
3. Conduct meetings with key elected and appointed officials. The selected consultant will lead stakeholder outreach and participation efforts with City staff providing assistance where needed.

4. Plan and implement an extensive stakeholder and public outreach process using a range of methods to inform and involve stakeholders, citizen organizations and the general public.
5. Develop 2050 Plan goals, objectives, and implementation strategies based on technical data and public input
6. Draft materials for review and comment by the City in accordance with a schedule at the beginning of the planning process.
7. Confirm the final 2050 Plan conforms to all Federal, State, and local codes.
8. Analyze consistency of current City ordinances and policies in relationship to the 2050 Plan goals and objectives.
9. Prepare draft document for public review and comment, and present to City boards, committees, commissions, and Council as necessary.
10. Prepare final draft document and present to all associated meetings and public hearings for adoption of the plan.
11. Provide at least weekly updates, primarily through email or telephone and occasionally in-person, to update City staff on project status, discuss issues and review drafts. Periodic written status reports and status presentations may also be required to the Planning and Zoning Commission and City Council.

Article 3: Project Scope

1. **Infrastructure**
Incorporate the current infrastructure in place and recommend goal, policy, and action items for future infrastructure to include Capital Improvements Plan update and service provision to recently annexed areas. Address growth management strategies as it relates to infrastructure, as well as projections for needed items.
2. **Traffic/Transportation**
Review and update the City's 2014 Thoroughfare Plan to include projections for traffic management in relation to future developments of the city.
3. **Current and Future Land Use**
Develop realistic population projections and build-out scenarios utilizing preferred land-use patterns for the City and ETJ. The build-out scenarios shall include land use projections, population densities, development phasing models, and infrastructure improvements as required. Review, analyze and provide the land use and development character goal, policy and action items of the Plan and refine as needed to account for shifting demographics and vision of the community.
4. **290 Corridor Plan, TOD Overlay Plan and Historic Overlay Plan**
Specific focus shall be made to create a US Hwy 290 East corridor plan that provides for consistent and unified development along the corridor including current and future land uses, architectural standards, site design standards, landscaping, and signage.

Implementation policies to create an overlay zone shall be included for Capital Metro's Transit Oriented Development Plan for the half-mile area around their proposed station area identified the Green Line TOD Corridor Plan.

Objectives and action items to implement design standards for Manor's Historic District including current and future land uses, architectural standards, site design standards, landscaping, and signage.

5. Facilities

The City is undertaking by separate consultant a review of existing city government facilities and future needs. The work of that review shall be incorporated into the Plan. Additional to that study, this project shall review the needs for community facilities including a library, community center and athletic fields and courts based on population projections.

6. Parks, Trails and Open Space

Review and update the City's Hike and Bike Trails Master Plan. Develop a parks and open space plan for the City and ETJ as well as reviewing the City's parkland dedication requirements to align with goals of the parks and open space plan.

7. Economic Development and Downtown Revitalization Plan

Review, analyze and update local, state, regional and global factors that influence the future development, redevelopment and growth opportunities within the City of Manor. Specify the economic impacts for major components of the Plan.

Provide strategies and policies for a Downtown Revitalization Plan that spurs economic activity in the historic downtown area including various funding methods, land use changes, and streetscape enhancements.

8. Branding

Create a branding scheme to create an identity for the City. Specify the implementation strategies, key factors, and projects to form a full identity for the future. Items included may be logos, wayfinding, monument signs, event recommendations, and more.

9. Planning and Assessment Based on Public Participation

Create a plan to assess public participation comments to implement the most requested topics in a reasonable and time effective manner that fits within this Comprehensive Plan.

Article 4: Public Participation

The City of Manor considers public participation essential to a successful Comprehensive Plan. The Plan process shall be structured to efficiently maximize citizen involvement and participation. The consultant shall be responsible for designing a public engagement strategy, to include an online platform, which incorporates effective and innovative participation techniques and encourages participation throughout the development of the Comprehensive Plan. Participation by residents, businesses, agencies, organizations, all city departments, and public officials is a must throughout the planning process. The proposed public engagement strategy must include the latest technologies and be creative, inclusive, efficient and reliable with the goal of channeling this input into realistic alternatives for consideration by the public. The consultant team must demonstrate extensive expertise and experience in the public participation and facilitation process. The consultant team must have strong leadership and creativity to provide clear direction in participation techniques that result in inclusive and timely decisions.

Section III: Proposal and Submission Requirements

The City of Manor requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Proposers shall follow the described proposal narrative. The intent of the proposal narrative requirements is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

Article 1: Proposal Narrative

All proposal information shall be presented in a single-bound volume that has been checked sufficiently to ensure completeness and accuracy of detail. Proposals that do not comply with the instructions in this RFP will not be accepted. It is mandatory that the proposal contains the following 7 items and that is be presented in the following order:

1. Cover
2. Title Page (1 page)
3. Letter of Transmittal (1 page)
4. Table of Contents (1 page)
5. Core Content (6 pages maximum)
 - a. Consultant Project Approach
 - b. Key Project Personnel
 - c. Past Project Performance
 - d. Rates and Expenses
 - e. References
6. Supporting Attachments (10 pages maximum)
7. The City intends to execute a contract with the successful Proposer in substantially the form attached hereto in Exhibit A

- a. The Proposer shall include all objections, deletions, or required additions to the contract sought by Proposer. The number of additions, deletions, modifications, and objections to the Contract will be considered in the City's evaluation of the proposals.

Title Page

Show the RFP title being proposed on, the name of your firm, address, telephone numbers, name of a contact person and date

Letter of Transmittal

1. Identify the RFP project for which the proposal has been prepared
2. Briefly state your Firm's understanding of the services to be performed and make a positive commitment to provide services as specified.
3. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, and telephone numbers.
4. A corporate officer or another individual who has the authority to bind the firm must sign the letter. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Table of Contents

Clearly identify the materials by Section and Page Number

Details of Core Content

1. Recent Comprehensive Planning Experience
Include a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the proposal effort. Do not include firm experiences unless individuals who will work on this project participated in that experience. If the consultant proposal includes sub-consultants, a list of such consultants shall be submitted, and qualifications and experience stated for each sub-consultant.
2. Consultant Work Approach
The proposal must include a brief description of the Proposer's overall approach to comprehensive planning and any unique capabilities the Firm can bring to the project. Also include information addressing how the Proposer plans to provide project management, quality assurance, contract deliverables, budget and cost control, schedule control, and internal/external coordination for this project.
3. Key Project Personnel
It is recommended personnel have a thorough knowledge and understanding of Municipal Government operations to provide perspective related to comprehensive planning analysis and recommendations.

Specific background information for key individuals who will be assigned to the project must be included. The background information on these individuals should emphasize their

work experience relative to project requirements, current projects, and availability. The proposed key personnel must be the personnel assigned to the project.

It is intended that the personnel assigned will carry this project to its conclusion. If for unforeseen reasons key personnel can no longer contribute to the discipline specialties for which they have been selected, the Consultant may petition the Project Manager in writing within thirty (30) days of any changes of personnel that are included in this statement and the addition to the Consultant's staff of personnel who may contribute to the discipline specialties for which the key personnel has been selected.

The City of Manor reserves the right to approve all personnel changes, as well as reserves the right to cancel any task request in effect should it determine that the proposed personnel are not available or assigned to the task order.

4. Rates and Expenses

Provide a proposed fee schedule broken down by task. Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable). Firms shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative. Proposers may submit proposals on any task or combination of tasks, and may propose alternative payment methods (ie: hourly rates). However, expenses not specifically listed will be considered. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

5. Past Project Performance

Information is to be provided on the Firm's performance on past projects (include City projects if applicable), regarding the project management items identified. Provide the names, addresses, current telephone numbers, and brief project description of three past or current clients who can comment on aspects of your work relevant to this proposal.

Supporting Attachments

Attach only information pertinent to the project being proposed on and that will provide reviewers clear and concise insights into your firm's capabilities.

Include a timeline for estimated completion dates from start to finish with a summary of key benchmarks.

Contract

Include all objections, deletions, or required additions to the contract sought by Proposer to the draft contract contained in Exhibit A of this RFP.

Section IV: Evaluation Criteria and Selection Process

Firms will be ranked using the points available for each RFP criterion. The criterion categories and points available for each are as follows:

- 40% Recent Comprehensive Planning Experience and Past Performance
- 25% Rates and Expenses
- 20% Consultant Project Approach
- 10% Key Project Personnel
- 5% Conformance to RFP Instructions and Contract Changes

A committee of individuals representing the City of Manor shall evaluate the proposals and will rank the proposals as submitted.

The City of Manor reserves the right to award a contract solely on the written proposal. The City also reserves the right to request oral interviews with the highest ranked firms. The purpose of the interviews with the highest ranks firms is to allow expansion upon written responses. The City reserves the right to request additional questions to be answered during the interviews, determine the format and content of the interviews, and establish the maximum number of people who attend the interview from each firm. If interviews are conducted, a maximum of three firms will be shortlisted. The Consultant's project manager identified in the proposal will be required to attend the interviews. By submitting a proposal, it is understood that the Proposers may not change (add or delete) personnel for interviews from those listed in the proposals without written consent from the City.

A second score sheet will be used to score those firms interviewed. If oral interviews are conducted, the final selection will be based on the total of all evaluators' scores achieved on the second rating. The highest ranked Proposer(s), after the second scoring, if performed, may be invited to enter final negotiations with the City for the purpose of Contract award.

Section V: Contract Negotiation Process

The highest ranked Proposer(s) may be invited to enter Contract negotiations with the City of Manor. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the Proposer and terminate negotiations. The second highest ranked Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the City reserves the right to terminate negotiations with any Proposer should it be in the City's best interest. The City of Manor reserves the right to reject all proposals submitted.

Exhibit A: Contract



VISION THAT MOVES YOUR COMMUNITY

June 12, 2020

Dr. Larry Wallace Jr.
City of Manor
105 E. Eggleston St.
Manor, TX 78653
E-mail: Mayor@cityofmanor.org

Subject: Proposal to Complete City of Manor's Comprehensive Plan (Incremental Completion)

Mayor Wallace:

TJKM Transportation Consultants is pleased to submit this scope of work to complete the City of Manor's Comprehensive Plan in specified increments. As you are aware, the region is growing at a rapid pace and the city of Manor is seeing both the benefits and pitfalls that are attributed to this rapid growth. It is our understanding that the city is looking to create a roadmap that will help guide development and the overall implementation of a vision for the future. We realize the funding limitations the city of Manor is currently experiencing and we would like to provide a proposal that not only fits the city's funding constraints but also provides for an all-encompassing and multi-faceted approach towards comprehensive planning.

TJKM has assembled an outstanding and creative team to help meet the challenges and capitalize on the opportunities in the city of Manor. The TJKM team consists of planning experts, local experts, and specialists. TJKM will serve as prime consultant and planning lead for the project, bringing our unique specialty in transportation planning that emphasizes health, equity, and sustainability. We will have support on the project from two additional consulting firms to help with additional elements within the comprehensive plan. We have great confidence in the expertise we provide as an integrated team.

The overall Comprehensive Plan will address 5 elements critical to the City's growth. The elements include: Future Land Use Plan, Transportation, Parks/Recreation/Open Space Plan, Economic Development & Housing, and Capital Improvement Plan. The total estimated cost is **\$200,000** with additional **Grant Writing Services** to be provided **complimentary** for a maximum of two grants. The plan is expected to be divided and paid in increments agreed by TJKM and the City of Manor at a later date. The expectation is that each element and work completed can be a stand along document and can be incorporated into the full comprehensive plan upon completion of the project.

Scope of Services

Future Land Use Element	\$45,000
1. Baseline analysis and mapping	
2. Projections/Build out analysis/Land Use Calculations	
3. Initial Future Land Use Map and Land Use Districts Definitions	
4. Revised Future Land Use Map, District Definitions	
5. Implementation Plan, matrix, and policy recommendations	

CALIFORNIA • TEXAS • FLORIDA

Corporate Office: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Phone: 925.463.0611 Fax: 925.463.3690 www.TJKM.com

DBE • SBE



VISION THAT MOVES YOUR COMMUNITY

Transportation Element

\$50,000

1. Baseline Analysis
2. Development Projections
3. Traffic simulation modeling, generation of potential lane, signalization, direction, and other interventions
4. Generation of cross sections, concept illustrations
5. Update of thoroughfare plan draft
6. On street Bike and complete streets analysis and recommendations
7. Implementation Plan, matrix, and policy recommendations

Economic Development & Housing Element

\$50,000

1. Baseline Analysis/Housing Condition Survey
2. Needs projections/LIH
3. Housing Typologies
4. Draft Recommendations
5. Baseline Analysis/Business Inventory/Employment
6. Downtown Analysis
7. Initial plan/recommendations
8. Implementation Plan, matrix, and policy recommendations

Parks, Recreation, and Open Space Element

\$20,000

1. Baseline Analysis/Current Parks Inventory
2. Needs Assessment
3. Initial Parks/Trail Locations and Facilities Maps and Concepts
4. Revised Parks/Trails Locations and Facilities Maps and Concepts
5. Implementation Plan, Matrix, and Policy Recommendations

Capital Improvements Element

\$35,000

1. Needs Assessment
2. Implementation Plan, Matrix, and Policy Recommendations
3. Conceptual Designs & Crosshatches of Mutually Agreed upon locations
4. Implementation Plan, matrix, and policy recommendations

Potential Public Engagement Methods (Methods may need to be adjusted due to COVID-19 pandemic)

- a. Visioning Session
- b. Stakeholder Engagement
- c. Steering Committee Meetings
- d. Public Survey
- e. Website
- f. Public Open House and/or Focus Groups
- g. Board and Council Presentations



VISION THAT MOVES YOUR COMMUNITY

This proposal provides information about each strategy and examples of deliverables that we think will make the project successful while incorporating all of the required tasks that are agreed upon between the city and TJKM. Our team is committed to providing the City of Manor with high-quality planning services, and we look forward to discussing our potential partnership with you. We would very much appreciate the opportunity to work with the City of Manor.

Thank you for considering TJKM again for your consulting needs. This TJKM proposal is valid for 30 days. In the meantime, should you have any questions, please feel free to call me at your convenience. If you have any questions concerning our proposal, please feel free to call me at 512-200-3114 or via email at afritz@tjkm.com. We look forward to working with you.

Sincerely,

Aldo Fritz

Senior Transportation Planner

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and _____, a _____ Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICES

1.01. This Contract is for as described within RFP#12-012 _____ (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in Exhibit "A" to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in Exhibit "A."

1.02 Consultant agrees to perform the work described in Exhibit "A" hereto and the City agrees to pay Consultant a fee based on the rates set forth in Exhibit "B" to this Contract for the services performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II PAYMENT

2.01. The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed _____ and ____/ 100 Dollars (\$_____).

ARTICLE III CHANGE ORDERS

3.01. The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

- (a) When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract

amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

- (b) When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

ARTICLE IV TIME OF PERFORMANCE

- ☒ 4.01. Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by the dates set forth below.

- OR -

- ☐ 4.01. Except as provided in Article X herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02. Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03. Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in Exhibit "A."

ARTICLE V INDEPENDENT CONSULTANT

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the Project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subConsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subConsultants except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE VI AUTHORIZATION

6.01 The City shall direct Consultant to commence work on the Project by sending Consultant a "letter of authorization" to begin work on the Project.

6.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

6.03 Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent Consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances. Approval or acceptance by the City of any of Consultant's work product under this

Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or subConsultants.

7.02 Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant's work product ("Work Product") hereunder shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

7.05 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Agreement, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

7.06 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article VII of the Contract.

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 INDEMNITY

- (a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property

infringement or breach of contract including failure to pay a subconsultant, subConsultant, or supplier occurring in the course of performance of professional services pursuant to this agreement by Consultant, its employees, subConsultants, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**

- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in section 8.01 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
- (c) It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this agreement.
- (d) It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

8.02 Release. The Consultant releases, relinquishes, and discharges the City, its council members, officials, officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

ARTICLE IX INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subConsultants. The policies, limits and endorsements required are as set forth below:

During the term of this Contract all Consultant's insurance policies shall meet the requirements of this section:

9.02 Types. Consultant shall have the following types of insurance:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

9.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit C**, and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

9.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

9.05 Commercial (General) Liability requirements. The following Commercial (General) Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.06 Business Automobile Liability requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

9.07 Workers' Compensation Insurance requirements. The Workers' Compensation Insurance shall include the following terms:

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.08 Professional Liability requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Policy must include availability of a two-year extended reporting period.
- (d) Retroactive date must be shown on certificate.

ARTICLE X TERMINATION

10.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

10.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XI MISCELLANEOUS TERMS

11.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

11.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

CITY:

City of College Station

Attn: _____

P.O. Box 9960

College Station, Texas 77842

CONSULTANT:

Attn: _____

11.03 Consultant, its employees, associates or subConsultants shall perform all the work hereunder. Consultant agrees that all of its associates, employees, or subConsultants who work on this Project shall be fully qualified and competent to do the work described hereunder. Consultant shall undertake the work and complete it in a timely manner.

11.04 The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

11.05 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

11.06 This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City.

11.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11.08 This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

11.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

11.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

11.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree this Contract contains certain indemnification obligations and covenants.

11.12 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A
Scope of Services

Contract No. _____
Professional Services -Consultant
Form 04-16-18

Exhibit B
Payment Terms

SELECT ONE:

- ☐ Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for *actual*, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$_____).

The Consultant must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

- ☒ Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Contract No. _____
Professional Services -Consultant
Form 04-16-18

Exhibit C
Certificates of Insurance

Contract No. _____
Professional Services -Consultant
Form 04-16-18

Exhibit A

AGREEMENT FOR COMPREHENSIVE MASTER PLANNING SERVICES

THIS AGREEMENT, is made and entered this _____ day of _____, 2020, by and between the City of Jarrell, a Texas general law municipality ("City") and [Entity name, state of incorporation/organization] ("Professional").

RECITALS

WHEREAS, the City desires to retain a design professional for services associated with preparing a Comprehensive Master Plan for the City ("Master"); and

WHEREAS, the Professional responded to a Request for Proposal for Comprehensive Master Planning services for the City ("RFP");

WHEREAS, a copy of the RFP is attached hereto as Exhibit No. 1;

WHEREAS, the Professional responded to the RFP seeking to provide master planning service for the City;

WHEREAS, Professional is in the business of master-planning of the type proposed by the City; and

WHEREAS, Professional has by providing a response to the RFP indicated a willingness to undertake the master planning services for the benefit of the City; and

WHEREAS, the City wishes to authorize Professional to undertake master-planning services under the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES AGREE AS FOLLOWS:

I. Scope of Work.

The general Scope of Work ("SOW") for this Agreement is a Comprehensive Plan that encompasses the present conditions of the City as well as projects that it will include in the coming years. The specific SOW shall consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Proposal ("RFP") issued by the City on [date]; and
- Any Addenda to the RFP issued by the City, bearing the date(s) of [date(s)]; and
- The Professional's Response to RFP, dated [date]; and

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of Change Orders pursuant to Section II below.

II. Change Orders.

A. Any material change to the Scope of Work contemplated under Section I above shall be accomplished only as provided in this Section II.

B. Should either party determine that a material change to the Scope of Work is necessary or advisable, the particular change shall be set forth in a writing entitled "Change Order, [date]", and shall bear the signatures of an authorized representative of each party. Upon execution by both parties of any such Change Order, the Scope of Work shall be deemed modified and incorporated by this reference into this Agreement as if set forth fully herein. The City will retain all original Change Orders approved pursuant to this Section II, and Professional shall be provided a copy for its files.

III. Project Commencement, Progress and Completion.

A. Professional's SOW services shall be completed as presented in Exhibit No 1. Professional will undertake the SOW services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for such professionals.

B. The SOW services will be considered complete when all services described in the SOW has been finished, and the design materials have been accepted by City.

IV. Relationship of Professional to City.

A. Professional acknowledges that it, its employees and sub-contractors, if any, are an independent contractor, and not as employees of the City. Nonetheless, Professional accepts the relationship of trust and confidence established between it and the City by this Agreement. Professional covenants with the City to furnish its best skill and judgment and to assure SOW services are undertaken and completed as contemplated herein.

B. The City's Project Manager for all purposes under this Agreement is City Manager, Vanessa Shrauner, and all communications from Professional to City arising out of this Agreement shall be directed to Ms. Shrauner's attention, except as she may specifically designate in writing.

V. Professional's Representations.

Professional has the requisite experience, training, personnel and resources to complete the SOW within the time frames set forth herein, and in accordance with the standard of care applicable to the Professional's occupation.

The Professional has familiarized itself with the nature and the extent of this Agreement, the SOW, the locality, all characteristics of the City considering the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the SOW services, or apply in any manner whatsoever to the work.

VI. Payment to Professional.

Professional agrees to accept the sum of [dollars in text][(\$dollars in numerals)] as full payment for the performance of the SOW services contemplated under this Agreement, which sum shall be increased or decreased only by the amount representing the associated cost of any and all Change Orders approved as provided in Section II above. The City shall render payment based on key benchmarks as approved in Exhibit No 1

VII. Ownership of Plans, Specifications, and Documents.

All Work Product from the SOW services shall be considered work(s) made by Professional for the City and shall belong exclusively to the City and its designees. If by operation of law, any of the Work Product, including all related documents, is not owned in its entirety by the City automatically upon creation thereof, then Professional agrees to assign, and hereby assigns, to the City and its designees the ownership of such Work Product, including all related property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of Professional's work hereunder or delivered by Professional in the course of performing that work.

VIII. Indemnification.

To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work contemplated herein, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Professional or any subcontractor of the Professional, or any officer, employee, or agent of the Professional or any subcontractor, or any other person for whom Professional is responsible. The Professional shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Professional's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

IX. Insurance and Bonds.

A. Professional shall not commence work under this Agreement until it has presented Certificates of Insurance as required by sub-section IX (C) below, confirming it has obtained all insurance and bonds required by this Section IX, and with the minimum insurance coverage as follows:

- (1) Workers' Compensation: statutory limits.
- (2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy

shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Professional's owned, hired and/or non-owned vehicles assigned to or used in performance of the services.

(4) Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000).

B. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of Insurance shall be completed by the Professional's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of the Professional to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City.

X. Costs and Attorneys' Fees. In the event of litigation enforcing or interpreting the terms of the within Agreement, the City shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this Section X shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Texas law.

XI. No Assignment.

This Agreement shall not be assigned by the Professional without the prior written approval of the City. However, Professional shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Professional's rights and duties hereunder.

XI. Governing Law, Venue.

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. Proper venue for any dispute or litigation shall be only in Williamson County, Texas. The parties further agree that the interpretation and enforcement of the within Agreement shall be in accordance with Texas law.

XII. Form 1295

Texas law and the City requires that business entities, as defined in Texas Government Code § 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Professional hereunder, Professional shall provide proof of submission of the appropriate Form 1295 documentation has been submitted.

XIII. Miscellaneous

A. Nothing in this Agreement shall in any way be construed to constitute PROFESSIONAL as an agent, employee or representative of the CITY, but PROFESSIONAL shall perform the services hereunder as an independent contractor.

B. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

D. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

E. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives,

successors, and assigns of each of the parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by PROFESSIONAL without the prior written consent of the CITY. CITY may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of PROFESSIONAL.

F. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.

G. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date set forth below, to be effective as of the Effective Date. **EXECUTED** on this, the ____ day of _____, 2020.

CITY:

Vanessa Shrauner, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Vanessa Shrauner, City Manager of the City of Jarrell, Texas**, a municipal corporation of Williamson County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said **City of Jarrell**, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____
Professional,
(Professional Service Company)

Name of authorized representative.

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____

ATTEST:

Dianne Peace, Municipal Clerk

APPROVED AS TO FORM:

Art Rodriguez, City Attorney

ECONOMIC DEVELOPMENT

- **ED Ordinance**
- **PID Policy**

ORDINANCE NO. 309

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CREATING "REINVESTMENT ZONE NUMBER ONE, CITY OF MANOR"; "REINVESTMENT ZONE NUMBER TWO, CITY OF MANOR"; "REINVESTMENT ZONE NUMBER THREE, CITY OF MANOR"; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; ESTABLISHING BOUNDARIES OF THE ZONES; PROVIDING A TERMINATION DATE FOR THE ZONES; AND FOR RELATED MATTERS.

Whereas, Chapter 380, Tex. Loc. Gov't Code and the Texas Constitution, Article III, Section 52-a permit and authorize the City to offer and extend incentives to attract and keep economic development;

Whereas, the City of Manor, although existing for over ninety years and within a short commute from downtown Austin, has not experienced economic growth comparable to the Austin metropolitan area and finds the properties identified as reinvestment zones meet one or more of the requirements of § 312.202, *Tex. Tax. Code* resulting in the arrest or impairment of sound growth;

Whereas, the creation of reinvestment zones with boundaries as hereinafter described will enable the City to obtain investments and job creation in the City and within the boundaries of the reinvestment zones; and

Whereas, improvements within the reinvestment zones will enhance the value of all taxable real property in the zones and benefit the entire city;

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

Section 1. Findings. That the facts and recitations hereinabove set out are hereby found and declared to be true and correct and are incorporated herein as findings of fact.

Section 2. Purpose. (a) The city is committed to the promotion of quality development in all parts of the city and to improving the quality of life for its citizens. In order to help meet these goals, the city will consider providing tax incentives and other incentives within the "reinvestment zone" to stimulate economic development within the city. It is the policy of the city that such incentives will be provided in accordance with the procedures and criteria outlined in this document. However, nothing in this policy shall imply or suggest, by implication or otherwise, that the city is under any obligation to provide any incentive to any applicant; and all such decisions and actions shall be at the sole discretion of the city council. All applicants for tax incentives and other economic development incentives will be considered on an individual basis.

(b) It is the intent of the city to offer tax incentives and other economic development incentives on an individual basis so that the total package of incentives, if any, may be

designed specifically for each project which is proposed. This approach will allow the city the flexibility necessary to satisfy the unique needs and concerns of each applicant and the needs and concerns of the city and its citizens.

(c) The City of Manor has been incorporated for over ninety years and has experienced very limited economic growth although it is on the outskirts of the City of Austin. The City's infrastructure and facilities require significant investments to improve properties to support economically beneficial uses. The City is designating three zones based on the differing status of properties requiring more or less infrastructure and based on the desired uses. The City Council finds the development of the properties in the zones will not occur solely through private investment in the reasonably foreseeable future and therefore has determined that incentives are appropriate.

Section 3. Definitions. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Company Sales Tax Revenues means the City's share received from the State Comptroller's Office of a one percent (1%) municipal sales tax, such as that presented in effect pursuant to Texas Tax Code §§ 321.101 and 321.103, resulting from (i) sales tax collected by the Company, and (ii) sales/use tax paid directly by the Company under its sales tax permit. For purposes of this Ordinance, Sales Tax Revenues shall be determined to be the amount remitted by Company to the State Comptroller's Office for the benefit of the City of Manor, less the applicable administrative charge, as set forth in the records prepared by the Company and submitted to the State Comptroller.

Developer means an owner or person with rights to develop a tract of property being larger than one-hundred contiguous acres in size for replatting and redevelopment as a comprehensive master-planned development with only eligible facilities for which the developer is required to construct eligible infrastructure as a condition precedent to the location of eligible facilities thereon.

Eligible facility means a structure or building that is designed, constructed or remodeled for use as a commercial, retail, or industrial business purpose and that is located wholly within the "reinvestment zone."

Eligible Infrastructure means additional infrastructure not required as part of the City's standard subdivision process which is dedicated to the City for public use and, if approved, maintenance.

End Use Operator means an owner or tenant adding new value to an eligible facility within a reinvestment zone for which a Developer is not receiving tax incentives who adds qualifying new value and a qualifying number of FTE's.

Full-Time Equivalent Employee or "FTE's" means an employee position on the eligible facility scheduled to work or compensated for a standard 40 hour work week for the equivalent of 2,080 hours per year as more particular described by the U.S. Department of Labor. Positions

not filled at least eleven months out of the year with an actual employee legally eligible to work in the United States shall not be counted toward the FTE nor shall owners or operators with an interest in the business be included.

New employment means that not less than the number full-time equivalent employee positions that will be maintained or created pursuant to the minimum requirements and criteria set forth in Sections 6 and 7 and: (1) At least 25 percent of the jobs provided will be made available to residents of the city; (2) At least 50 percent of the jobs provided will be made available to residents of the county; and (3) Compliance with the requirements of local hiring will remain in effect for the entire period that economic incentives are being offered.

New value means the net increase in the value of an eligible facility, including the real estate, improvements and fixtures, together with the machinery and equipment therein added after entering an agreement for tax incentives.

Reinvestment zone means that area of the city identified as a reinvestment zone in a current ordinance; such designation being made by the city council in the manner specified in Tex. Tax Code, §§ 312.201 or 312.2011.

Retail Use means a business generating at least 60% of its revenues from taxable sales or services.

Tax Incentives shall be an agreement for abatement or rebate of taxes, by separate agreement agree to abate or rebate all or a portion of the ad valorem tax, excluding any portion thereof required to pay an interest in sinking fund obligation, and may include a rebate of Company Sales Tax Revenues, with either the developer or end use operator but not both.

Section 4. Reinvestment Zone. There is hereby created the "Reinvestment Zone Number One, City of Manor", "Reinvestment Zone Number Two, City of Manor", and "Reinvestment Zone Number Three, City of Manor" pursuant to *Chapt. 312, Tex. Tax Code*.

Section 5. Boundaries and Designated Purposes of the Zones. Reinvestment Zone 1, 2, and 3 shall be located within the corporate boundaries of the City of Manor, Texas (the "City), and shall be as set forth and identified in Exhibit "A". The City Council has found the designation of zones will likely contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property within the zones and that would contribute to the economic development of the municipality.

- (a) Reinvestment Zone Number One, City of Manor – shall include properties within the downtown business district identified as predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.
- (b) Reinvestment Zone Number Two, City of Manor shall include properties predominately open and undeveloped due to lack of sufficient public improvements and infrastructure to adequately support commercial or retail use.

- (c) Reinvestment Zone Number Three, City of Manor shall include properties predominately open and undeveloped due to lack of sufficient public improvements and infrastructure to adequately support industrial use.

Section 6. Minimum Requirements and Criteria. The following are the minimum requirements that must be satisfied for any application for tax abatement or other incentives to be considered:

(a) Tax Incentives will not be provided to both the developer and the end use operator within an eligible reinvestment zone. Developers and end use operators shall each be subject to different minimum requirements in Reinvestment Zones Two and Three. Only end use operators are eligible for Tax Incentives in Reinvestment Zone One. A developer who will also be the end use operator shall be subject to the minimum requirements for end use operators.

(b) If the developer or end use operator receives approval for a municipal utility district as the mechanism for financing property improvements, then the developer or end use operator will not be eligible for Tax Incentives under this ordinance.

(c) Reinvestment Zone One to redevelop the downtown business district properties so identified, the minimum criteria must be met:

(1) *Employment and development.* (A) A proposed development and/or redevelopment that is a retail business must maintain or create at least one new FTE for each 2,000 square feet of occupied space, or a portion thereof, exclusive of the owner/operator and with a minimum of one new FTE regardless of floor space; (B) a proposed development and/or redevelopment that is a non-retail business must maintain or create at least one FTE for the first 2,000 square feet of floor space, or a portion thereof, and at least two FTE's for each additional 2,000 square feet of floor space, or a portion thereof; (C) non-profit organizations are not eligible; (D) the applicant must be investing at least \$100,000.00 in property improvements; (E) property improvements must include off-street parking for all employees and restoration of an existing building or demolition of an existing building and construction of a new building; (F) other eligible property improvements may include sidewalks, curbing, gutters, covered walkways, and other pedestrian-oriented improvements, exterior lighting, landscaping, and off-site parking for customers, provided that the improvement qualifies as eligible infrastructure; and (G) the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances without variances.

(2) *Offsets and adjustments.* (A) At the discretion of the city council, the assessed value of any property that is demolished will be subtracted from the value of the property replacing it, for the purpose of calculating the portion

eligible for abatement; and (B) For businesses relocating from a non-reinvestment zone location onto the reinvestment zone, eligibility for incentives will be determined using the increase in the number of jobs at the new location over the jobs at the previous site.

(d) Reinvestment Zone Two to redevelop the undeveloped properties so identified, the minimum criteria must be met:

- (1) *Employment and development criteria for developers.* (A) The applicant must be investing at least \$10,000,000.00 in property improvements; and (B) the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.
- (2) *Employment and development criteria for end use operators.* (A) The applicant must be investing at least \$10,000,000.00 in property improvements; (B) a proposed development and/or redevelopment must maintain or create at least one new FTE for each 2,000 square feet of occupied space, or a portion thereof; (C) eligible property improvements include dedication of and improvements to parkland, additional improvements to offsite utility infrastructure, improvements to regional mobility, streets, bridges, pedestrian crossings, flood plain reclamation, and historic structure acquisition and restoration, provided that the improvement qualifies as eligible infrastructure; and (D) and the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.
- (3) *Offsets and adjustments applicable to developers and end use operators.* (A) At the discretion of the city council, the assessed value of any property that is demolished will be subtracted from the value of the property replacing it, for the purpose of calculating the portion eligible for abatement; and (B) For businesses relocating from a non-reinvestment zone location onto the reinvestment zone, eligibility for incentives will be determined using the increase in the number of jobs at the new location over the jobs at the previous site.

(e) Reinvestment Zone Three to redevelop the undeveloped properties so identified, the minimum criteria must be met:

- (1) *Employment and development criteria for developers.* (A) The applicant must be investing at least \$10,000,000.00 in property improvements; and (B) the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.
- (2) *Employment and development criteria for end use operators.* (A) The applicant must be investing at least \$10,000,000.00 in property

improvements; (B) a proposed development and/or redevelopment that is a retail business must maintain or create at least three new FTE's for each 10,000 square feet of occupied space, or a portion thereof; (C) eligible property improvements include dedication of and improvements to parkland, additional improvements to offsite utility infrastructure, improvements to regional mobility, streets, bridges, pedestrian crossings, flood plain reclamation, and historic structure acquisition and restoration, provided that the improvement qualifies as eligible infrastructure; and (D) and the proposed project must be in compliance with the city's master plan, building codes and all other applicable city ordinances.

- (3) *Offsets and adjustments applicable to developers and end use operators.* (A) At the discretion of the city council, the assessed value of any property that is demolished will be subtracted from the value of the property replacing it, for the purpose of calculating the portion eligible for abatement; and (B) For businesses relocating from a non-reinvestment zone location onto the reinvestment zone, eligibility for incentives will be determined using the increase in the number of jobs at the new location over the jobs at the previous site.

Section 7. Tax Incentives. (a) The portion of the property for which a business may qualify for a tax incentive will be determined on the basis of the level of new value and, in the case of end use operators, new employment added within the reinvestment zone.

(b) Failure to pay property taxes by the due date and failure to pay sales taxes due within 90 days of the due date will immediately void any applicable tax incentives and tax abatement and economic development incentive agreements for the property upon which taxes have not been paid.

(c) Tax abatement or economic development incentive agreements that establish a specific dollar amount of tax to be abated shall be subject to performance. If inadequate ad valorem and sales taxes are generated to rebate the full amount of an agreed incentive, the City will not be obligated to make additional rebates or payments to meet the agreed upon amount. Rebates may not exceed the total agreed-upon cost for an eligible facility and/or eligible infrastructure.

(d) Approved applicants shall submit the following reports to the City, and payment of rebates shall be subject to the following reports being submitted:

- (1) Each year, the annual tax receipt from the Travis County Tax Collector and Assessor's Office reflecting the payment of property taxes for the eligible facilities, within 30 days of receipt.
- (2) Quarterly Texas Workforce Commission reports demonstrating the number of persons employed for applicants required to create and maintain a certain number of FTE's, within 30 days of receipt.
- (3) Quarterly sales tax reports for applicants authorized to receive sales tax rebates, within 30 days of receipt.

Failure to submit the reports to the City as required within 90 days of the date the report is due shall result in termination of Tax Incentives.

(e) Sales tax rebates shall begin at the end of the first full quarter following the issuance of a certificate of occupancy.

(f) Reinvestment Zone One:

(1) A percentage of the tax may be abated on an eligible facility for up to five years, up to amounts set forth in the Tax Rebate Schedule set forth in subsection (f)(2), provided that the following minimum criteria are met:

- (A) For retail businesses, at least one new FTE is created or maintained for each 2,000 square feet of occupied space, or a portion thereof, exclusive of the owner/operator;
- (B) For non-retail businesses, at least two new FTE's are created or maintained for each 2,000 square feet of occupied space, or a portion thereof, exclusive of the owner/operator; and
- (C) For both retail and non-retail businesses, at least \$100,000.00 of new value is added to the portion of the property for which a business may qualify for a tax incentive.

(2) Tax Rebate Schedule:

(A) Sales Tax:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	50
2	50
3	50
4	75
5	75

(B) Ad Valorem, Retail Businesses:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	50
2	50
3	50
4	50
5	50

(C) Ad Valorem, Non-Retail Businesses:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	80
2	80
3	80
4	80

- (3) Tax Incentives shall not be transferred or assigned. Tax Incentives shall terminate upon the occurrence of any of the following:
- (A) Sale or transfer of an eligible facility;
 - (B) Discontinuance of the type of business operation described in the application; and
 - (C) Failure to maintain the minimum number of required FTE's for three consecutive months as reflected in the Texas Workforce Commission reports.

(g) Reinvestment Zone Two:

- (1) A percentage of the tax may be abated on an eligible facility for up to ten years, up to amounts set forth in the Tax Rebate Schedule set forth in subsection (g)(2), provided that the following minimum criteria are met:
- (A) For end use operators, a minimum of one new FTE is created and maintained for each 2,000 square feet of occupied space, or a portion thereof;
 - (B) At least \$10,000,000.00 of new value is added to the portion of the property for which a business may qualify for a tax incentive.

(2) Tax Rebate Schedule:

(A) Sales Tax:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	25
2	25
3	85
4	85
5	85
6	85
7	85
8	85
9	85
10	85

(B) Ad Valorem:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	50
2	50
3	80
4	80
5	80
6	80
7	80
8	80
9	80

10

80

- (3) The rebate period will begin the earlier of the following: (A) The January 1st after the thirtieth month following the issuance of the first building permit for the eligible facility or eligible infrastructure; (B) the combined sales and ad valorem tax revenue reaches or exceeds \$1,000,000.00; or (C) all eligible facilities and infrastructure are completed and accepted by the City.
- (4) If the eligible facilities or eligible infrastructure have not been started within 24 months of the date of issuance of the first permit or 36 months from the date of the applicable tax abatement or economic development incentive agreement, the Tax Incentives shall terminate.

(h) Reinvestment Zone Three:

- (1) A percentage of the tax may be abated on an eligible facility for up to ten years, up to amounts set forth in the Tax Rebate Schedule set forth in subsection (h)(2), provided that the following minimum criteria are met:
- (A) For end use operators, a minimum of three new FTE's are created and maintained for each 10,000 square feet of occupied space;
- (B) At least \$10,000,000.00 of new value is added to the portion of the property for which a business may qualify for a tax incentive.

(2) Tax Rebate Schedule:

(A) Ad Valorem:

<u>Year</u>	<u>Maximum Tax Abatement (%)</u>
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100

- (3) Rebates shall begin on March 1 following the tax year in which the required new value was added to the tax roll.

Section 8. Other Economic Development Incentives. (a) It is the intent of the city to offer tax incentives and other economic development incentives on an individual basis so that the total package of incentives may be designed specifically for each proposed project. This

approach will allow the city the flexibility necessary to satisfy the unique needs and concerns of each applicant and the needs and concerns of the city and its citizens.

(b) In addition to tax incentives, the following economic development incentives may be offered, providing the city council, in its sole discretion, approves the applicant's request: (1) Reduction, rebate, or elimination of capital recovery fees and the costs of certain other infrastructure improvements; (2) Implementation of special economic development utility rates for water and/or wastewater, as outlined in the utility rate ordinance; and/or (3) Reduction, rebate, or elimination of building permit fees, inspection contractor's fees, and utility tapping fees.

Section 9. Application procedures. (a) Any person, organization, joint venture, partnership, association or corporation desiring that the city consider providing tax incentives and other economic development incentives to encourage location of a business or expanded business operations within a reinvestment zone shall be required to comply with the following procedures. (1) Applicants shall make written application to the city; (2) A complete legal description of the property along with a plat showing the precise location of the project shall be submitted; (3) A brief description of the proposed improvements or expansion must be provided along with the project's estimated cost, the type of business operation proposed, the number and type of jobs created, the expected source of labor to fill such jobs, the projected date of beginning operation and the type and value of the tax abatement and other economic development incentives which are requested; (4) End use applicants shall submit either a current financial statement, if currently in business, or a prospective financial statement, if a start-up business; and (5) Applicants shall provide other information as required by the city.

(b) All applications will be reviewed by the mayor-authorized representative for completeness and accuracy, and comments will be received from appropriate city departments. Once this information is compiled, the application and review comments will be forwarded to members of the city council and to other taxing entities which may be involved in offering tax abatement. After the review by the city council and other taxing entities, additional information may be requested of the applicant.

(c) All requirements of the Property Redevelopment and Tax Abatement Act, Chapt. 312, Tex. Tax Code, shall be followed.

Section 10. City Council Approval. (a) If the city council determines in its sole discretion that it is in the best interest of the city to grant incentives to a particular applicant, a resolution shall be adopted approving the terms and conditions of a tax abatement and economic development incentive agreement ("tax abatement agreement") with the applicant. The tax abatement agreement will enumerate the types of incentives to be provided and the conditions applicable to such incentives.

(b) All such tax abatement agreements must, at minimum, be in writing and include: (1) A description of each of the types of incentives to be provided and their duration; (2) A legal description of the property indicating its location in the reinvestment zone; (3) Detailed information regarding the type, number, location and cost of planned improvements; (4) A

plan providing access to and inspection of the property and proposed improvements by city inspectors and officials to ensure that the improvements are made according to the requirements and conditions of the agreement; (5) A provision limiting the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that tax abatements and other economic development incentives are in effect; and (6) A method to provide for the city to recover property tax revenues and all waived fees and costs which are lost as a result of the agreement if the applicant fails to perform its obligations under the agreement.

Section 11. Effective Date. This Ordinance shall be in full force and effect immediately upon its final passage and publication in the manner required by the Texas Local Government Code.

Section 12. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.


Section 13. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this the 21 day of June, 2006.

ATTEST:

The City of Manor, Texas


Phil Tate, City Secretary


Jeff Turner, Mayor



Public Improvement District Policy

A Public Improvement District ("PID") in accordance with Texas Local Government Code Chapter 372, provides the City of Manor ("the City") an economic development tool that finances the costs of public improvements that benefit a definable part of the City or its ETJ. A PID may be located either within the City's corporate limits or within its extra-territorial jurisdiction. PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements.

The purpose of this PID policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, and issuance of PID bonds is in the best interest of the City. Any aspect not specifically addressed by this policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this policy if it does not conflict with state or federal law. Any requirements waived shall be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

Location

The City will consider a petition for formation of a PID within the City's corporate limits and within its extra-territorial jurisdiction ("the ETJ"). For projects within the ETJ:

1. a development agreement must be entered into prior to the levy of assessments requiring (i) compliance with the City's development standards, (ii) City building permits, and (iii) easements over City streets to enable the City to collect franchise fees;
2. a maintenance assessment will be required to maintain roads funded by the PID at the City's standards only if such roads are not maintained to City standards by another public jurisdiction; and
3. a separate services assessment for police and/or fire services may be required if the City determines it is in its best interest unless such services are being provided by another public jurisdiction.

Application Fee and Professional Services Reimbursement Agreement

A non-refundable application fee of \$15,000.00 is required at the time a petition is filed. If the City determines it is in its best interest to establish a PID, a Professional Services Reimbursement Agreement will be entered into with the developer. The Professional Services Reimbursement Agreement will require the developer to initially deposit funds in the amount of \$45,000 (in addition to the amounts already required to pay for the City's costs for staff including the City Attorney, City Engineer and City Planning staff) to pay for third party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts. An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer. The developer may recover the professional fee deposit at bond closing.

Development Standards

The City will consider petitions for PID projects that support real estate developments which confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing.

1. The project must include improvements that enhance the City's master plan, including the City's thoroughfare plan and water and wastewater plans (improvements must exceed current subdivision regulations) and advance the City's trail and park plans.
2. Any improvements that are offsite or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout.
4. Preference will be given to mixed use projects that include a mix of residential and commercial uses.
5. Preference will be given to projects where an average home price is expected to exceed other surrounding new home community pricing by \$30,000.
6. Preference will be given to projects within the ETJ that voluntarily annex into the City's corporate limits.

Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with Travis County to include the annual PID installments on the Travis County Tax Bill.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the petitioner to comply with the following:

1. Landowner's Agreement to be recorded in the Official Public Records of Travis County.
2. Signage at major entryways and exits.
3. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions
 - b. Total Assessment
 - c. Average Annual Installment
 - d. Equivalent Tax Rate

4. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City
5. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

City Consultants

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee and Market Study Analyst. With input by the Developer, the City will select an Underwriter and Appraiser. The City's PID Administrator, in conjunction with the developer's PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates.

Maximum Assessment

The annual PID installment shall not exceed an amount that increases the expected total equivalent tax rate upon buildout above \$3.26. per \$100 of assessed value. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

Assessment Term/Bond Term

The maximum term of a PID assessment is not to exceed 30 years and the assessment term must equal the bond term.

PID Bonds

The following performance standards shall apply to PID bonds:

1. Minimum appraised value to lien ratio of 3:1.
2. All improvements to be funded with PID bonds must be fully engineered and bid. A competitive bidding process with at least three bids will be required.
3. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis on advice from its Financial Advisor.

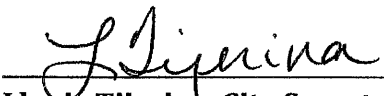
CITY OF MANOR, TEXAS

By: 

Rita G. Jonse, Mayor

Date: 3-23-18

ATTEST:


Lluvia Tijerina, City Secretary



City of Manor, Texas
Emergency Utility Bill Relief Grant Program Guidelines
August 5, 2020

1. Program Objective

The Manor City Council has declared that the City's utility services are considered essential utility services to meet basic public health, sanitation, welfare, and public safety needs of its residents.

The Manor City Council has approved the implementation of the Emergency Utility Bill Relief Grant program which is intended to help City of Manor's inside-City residential utility customers to have uninterrupted access to utility services who are experiencing financial hardships due to COVID-19 pandemic and are unable to pay their utility bills.

2. Funding Source

The funding source for this emergency financial assistance program is from the City of Manor's allotment of Coronavirus Relief Fund (CRF) from the Texas Department of Emergency Management (TDEM) under the CARES Act.

3. Effective & Program End Date

The City's Emergency Utility Bill Relief Grant program is effective April 1, 2020 to June 30, 2020. The City Council, at its sole discretion, subject to funding availability may authorize to extend the program end date to any date prior to December 30, 2020.

4. Eligibility Requirements

City's utility customers to be eligible must meet **ALL** requirements identified below to qualify for financial assistance under the City's Emergency Utility Bill Relief Grant program:

- a. Applicant must be experiencing a financial hardship due COVID-19 pandemic.
- b. Applicant must be experiencing a financial hardship due to loss of job or reduction in income related to COVID-19.
- c. Applicant must be an inside-City residential customer with an active utility account (not account that has been closed).
- d. Applicant must be the primary individual under whose name the utility account is registered and established.
- e. Applicant's income must be at or above the federal income thresholds for low income.

5. Eligible Financial Assistance

Only the following items are eligible and authorized for the use of grant funds under the City's Emergency Utility Bill Relief Grant program.

- a. City of Manor's utility bill issued for utility services and billed for the following months:
 - i. April 2020 utility bill due May 15, 2020
 - ii. May 2020 utility bill due June 15, 2020
 - iii. June 2020 utility bill due July 15, 2020
- b. All utility services provided by and billed for by the City of Manor which may include utility services for water, wastewater, and solid waste.
- c. Monthly service charges for utility services.
- d. Late payment penalty.
- e. Service disconnection fee
- f. Does not cover account deposit or other service application or new initiation fees.

6. Financial Assistance for Utility Account Credit

The financial assistance to inside-City residential utility customers who have met the eligibility requirements and who have been approved under the City's Emergency Utility Bill Relief Grant program will be aided as follows:

- a. The customer's utility account will be applied a monetary credit for the customer's monthly utility bill issued for utility services billed for the following months and for which the payment due date is on:
 - i. April 2020 utility bill due May 15, 2020
 - ii. May 2020 utility bill due June 15, 2020
 - iii. June 2020 utility bill due July 15, 2020
- a. The monetary credit applied to the customer's utility account is not for past due utility account balance(s) outstanding prior to the program effective date of April 1, 2020.
- b. No refunds to utility customers receiving financial assistance under the City's Emergency Utility Bill Relief Grant program shall be allowed and authorized.
- c. Any unused account credit arising as a result of the customer, who has been approved to receive financial assistance under this program, having made a utility payment before the financial assistance approval, shall rollover to the next month.

7. Documentation Required

The City of Manor inside-City residential customer to be considered for financial assistance under the City's Emergency Utility Bill Relief Grant program shall provide the following:

- a. Completed Application (Exhibit B attached herewith) and whichever is applicable,
 - 1) Proof of income or pay reduction (latest pay stub), or
 - 2) Proof of approved unemployment claim, or
 - 3) Letter from employer confirming business closure, layoff, or reduction in pay due to COVID-19, and
 - 4) City of Manor Affidavit Form with justification boxes to be checked, signed and dated (Exhibit C attached herewith).

8. Outsourcing of Program Intake & Administrative Services

Due to the urgent and emergency nature and objective of the City's Emergency Utility Bill Relief Grant program, the City Manager and or their designee is hereby authorized to consider, negotiate and recommend for City Council's approval a contract with a professional organization and or a business entity for securing application intake and administration of the grant program on behalf of the City of Manor.

9. City Council Authorization

The above program guidelines and eligibility requirements for the City's Emergency Utility Bill Relief Grant were initially reviewed on August 5, 2020 and final approval by the Manor City Council will take place on August 19, 2020.

City of Manor, Texas
Emergency Utility Bill Relief Grant Program Guidelines

EXHIBIT A
Federal Annual Income Thresholds for Travis County by Household Size

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$54,700	\$62,500	\$70,300	\$78,100	\$84,350	\$90,600	\$96,850	\$103,100

Source:

U.S. Department of Housing and Urban Development (HUD) income guidelines utilized for Section 8 program. This income threshold is based on 80% of FY 2020 MFI \$97,600 for Austin-Round Rock, TX MSA which includes Travis County, Texas.

City of Manor, Texas
Emergency Utility Bill Relief Grant Program Guidelines

EXHIBIT B
APPLICATION FORM

1. Today's Date: _____
2. Applicant's Name: _____
3. Name of Account Holder: _____
4. Utility Account Number: _____(8-digits, no dashes)
5. My Utility Account: ☐ Is Active ☐ Has Been Closed-out
6. Service Address: _____
7. Number of People in Household: _____
8. Contact Email Address: _____
9. Contact Phone Number: _____(10-digits, no dashes)
10. My Monthly Income: _____
11. My Spouse/Partner's Monthly Income: _____
12. Reason for Requesting Emergency
Financial Assistance: ☐ Experiencing Hardship Due to COVID-19
 ☐ Loss of Job Due to COVID-19
 ☐ Reduction in Income Due to Covid-19
 ☐ Other: Please Provide Explanation Below

13. Applicant's Signature: _____

City of Manor, Texas
Emergency Utility Bill Relief Grant Program Guidelines

EXHIBIT C
AFFIDAVIT

I, _____, presently residing at _____,
Manor, Texas 78653, County of Travis, Texas, do hereby solemnly swear that I and my family have been
experiencing financial hardships due to COVID-19 and I am unable to pay my City of Manor utility bill.

I further solemnly swear that I have provided the following documentation as proof for:

1. ☐ Loss of job
2. ☐ Loss of income
3. ☐ Unemployment claim filed
4. ☐ Unemployment claim approved
5. ☐ Employer's letter confirming business closure, layoff, or
reduction in pay due to COVID-19
6. ☐ Other: Explanation provided by me under item #11 on the attached
application

I am requesting financial assistance under the City's Emergency Utility Bill Relief Grant Program. I
hereby agree that should the information submitted by me to receive financial assistance under the
City's Emergency Utility Bill Relief Grant Program is found to be untrue or false, any monetary credit
applied to my City of Utility account will be immediately reversed and I will be responsible for all utility
account balance.

By signing this Affidavit, I hereby attest that I have read this Affidavit, that I fully understand and
acknowledge all claims and statements made by me in this Affidavit, and that all such claims and
statements made by me in this Affidavit are completely true and accurate.

Signature of Applicant & Date



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on the acceptance of the July 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: *NO*

ATTACHMENTS: *YES* (If YES, please list below in order to be presented)

- July 2020 Departmental Reports

STAFF RECOMMENDATION:

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

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 8/19/2020

July 2020

Activity	Reported Month	Same month Prior year	Percentage difference		
Calls for Service	1821	1459	25↑	Patrol Car Rental	
Average CFS per day	58.7	47	25↑	Last Month	\$2,933
Open Cases	19	13	46↑	YTD	\$20,238
Charges Filed	21	51	59↓		
Alarm Responses	32	58	45↓		
Drug Cases	4	5	20↓		
Family Violence	11	21	48↓		
Arrests Fel/Misd	12 FEL/9MISD	9FEL/42 MISD	33Fel↑/78MISD↓		
Animal Control	84	31	170↑		
Traffic Accidents	36	22	64↑		
DWI Arrests	7	13	46↓		
Traffic Violations	40	579	93↓		
Impounds	19	55	65↓		
Ordinance Violations	57	38	50↑		
Victim Services Cases	62	52	19↑		
Total Victims Served	51	56	9↓		
Laboratory Submissions	5	9	44↓		

Notes:

*DNA- DATA NOT AVAILABLE

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

July 1-31, 2020

Description	Projects	Valuation	Fees	Detail
Commercial Accessory	2	\$40,000.00	\$870.00	
Commercial Demolition	2	\$20,460.00	\$466.00	
Commercial Irrigation	1	\$40,000.00	\$13,400.00	
Commercial Remodel/Repair	1	\$42,000.00	\$932.00	Med. Towers @ Shadowglen
Commercial Sign	3	\$7,950.00	\$898.38	
Commercial Swimming Pool/Spa	1	\$135,000.00	\$882.00	Manor Commons Sr. Apt Pool
Commercial Tenant Finish-Out	1	\$10,000.00	\$1,090.20	Urban Liquor
Multifamily New	8	\$38,379,914.31	\$922,756.60	Manor Grand Apartments
Residential Accessory	6	\$120,000.00	\$2,430.00	
Residential Deck/Patio	4	\$23,740.58	\$730.00	
Residential Electric	13	\$224,080.14	\$1,391.00	
Residential Foundation	4	\$28,501.00	\$386.00	
Residential Irrigation	31	\$66,348.66	\$3,317.00	
Residential Mechanical/HVAC	3	\$17,500.00	\$321.00	
Residential New	146	\$44,241,072.80	\$686,943.60	
Residential Plumbing	1	\$3,900.00	\$107.00	
Residential Swimming Pool/Spa	2	\$122,000.00	\$889.00	
Temporary Sign	1		\$37.00	
Totals	230	\$83,522,467.49	\$1,637,846.78	

Total Certificate of Occupancies Issued: 55

Total Inspections(Comm & Res): 1,603

Tom Bolt, City Manager

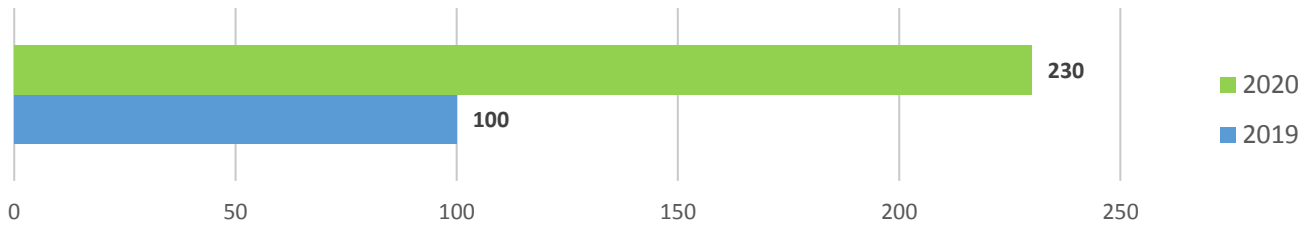




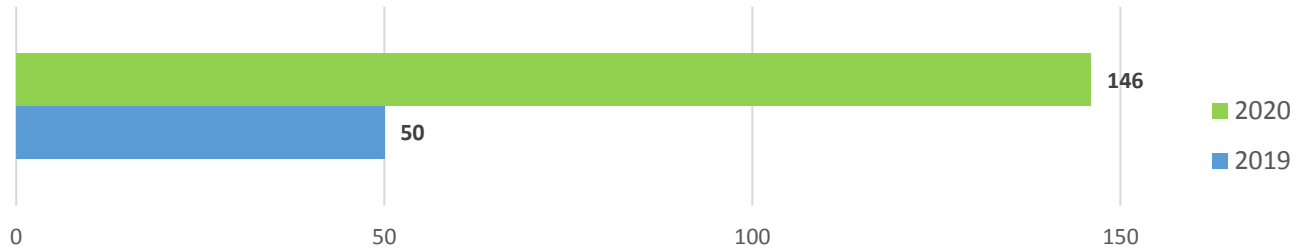
July 2020

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

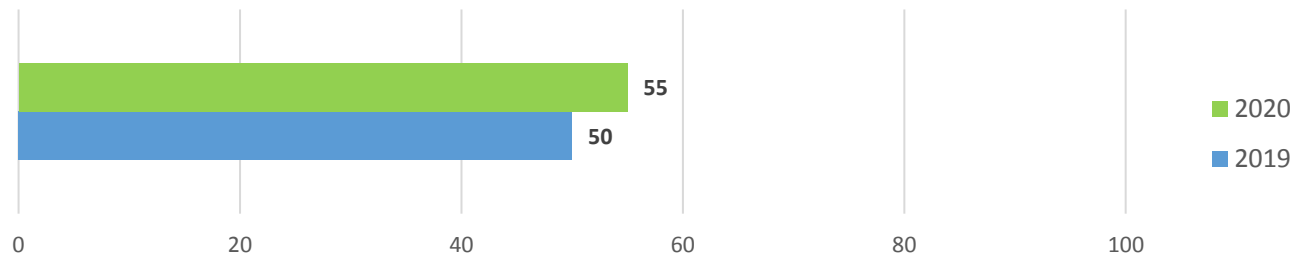
ALL PERMITS ISSUED



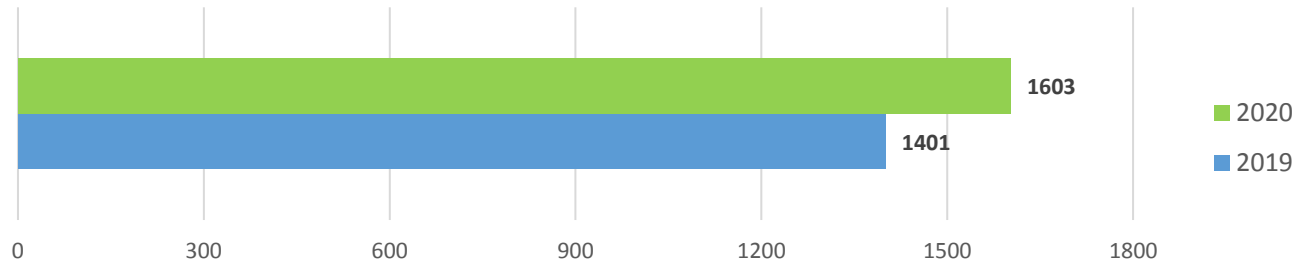
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS



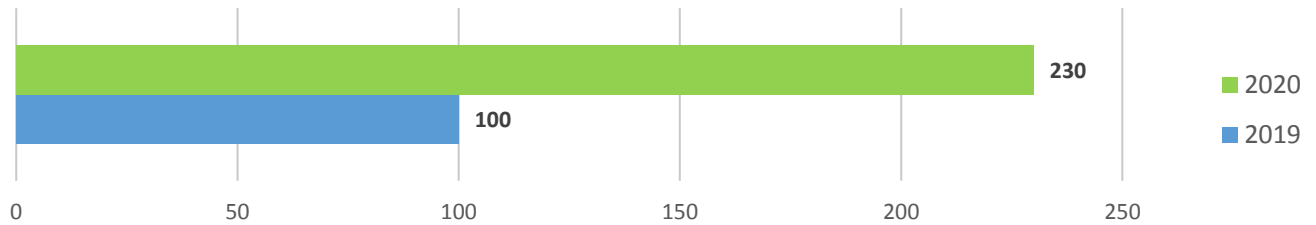
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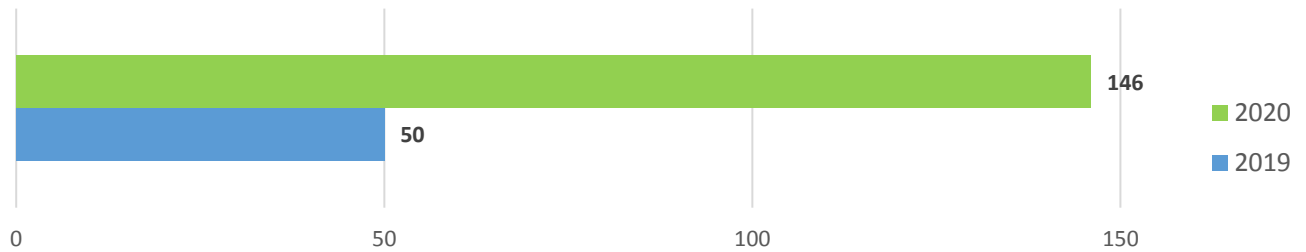
July 2020

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

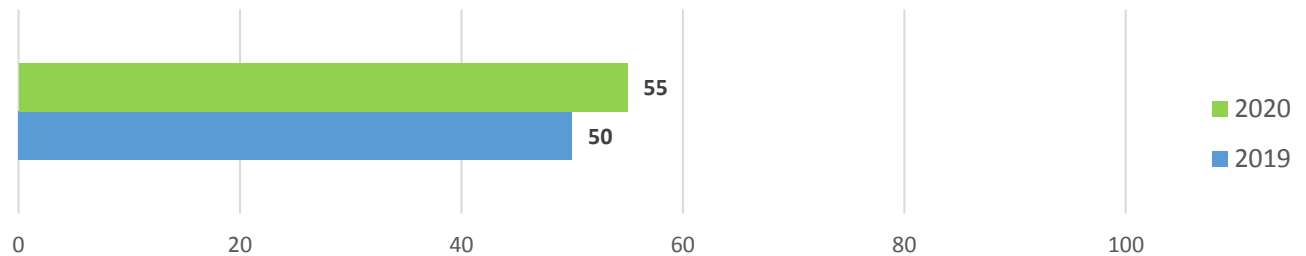
ALL PERMITS ISSUED



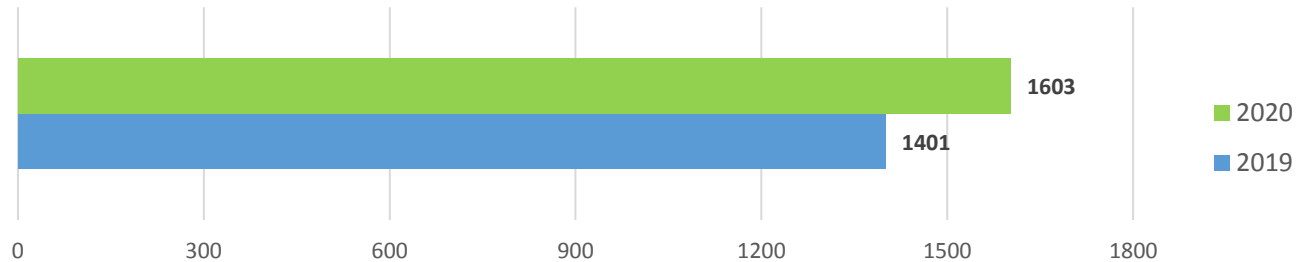
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
From: Debbie Charbonneau, Community Development Manager
Date: August 19, 2020
RE: **July Monthly Report**

COMMUNITY MEETINGS

BUSINESS CONTACTS

Maxine's Gumbo House
Libation Station
Manor Chamber of Commerce
Bud-ee's Smoke & Vape
Good Luck Grill
Double Dave's Pizzaworks
Ramos
Tamale Addiction
Casa Garcia's
Lillie Mae's Comfort Food
Shipley's Donuts

EVENTS

Governor's Small Business Webinar Business Strategies Series.
Buxton Small Business Webinar.
VOMO Webinar – How to Retain and Manage Volunteers.
Veterans Support Center Meeting.
Buxton Consumer Impact Webinar.
AAUL Zoom Meeting.
CivStart Zoom Meeting.
National Main Street Center – HartBeat of Main Street Grant Program.

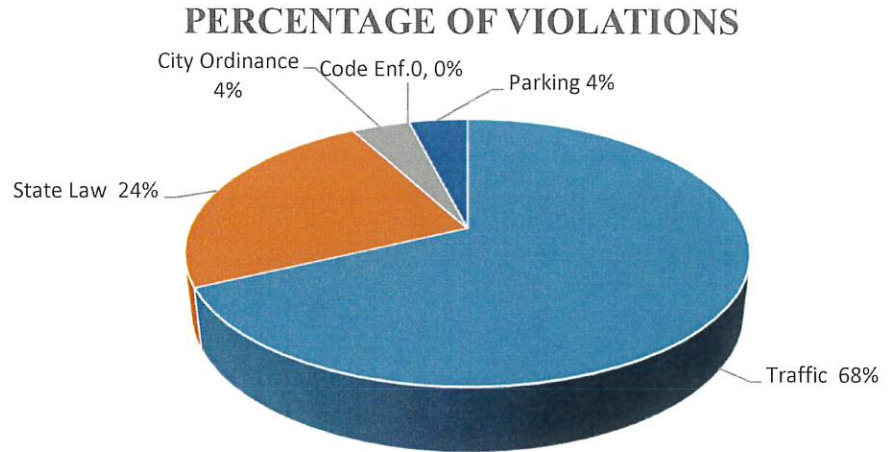
OTHER DUTIES

Texas Downtown Association Education & Outreach Committee Call.
Texas Downtown Association Conference Committee Call.
Texas Downtown Association Programming Sub-Committee Call.

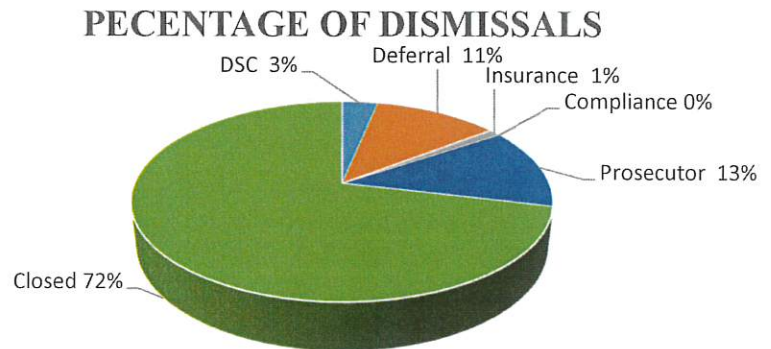
City of Manor Municipal Court

JULY 2020

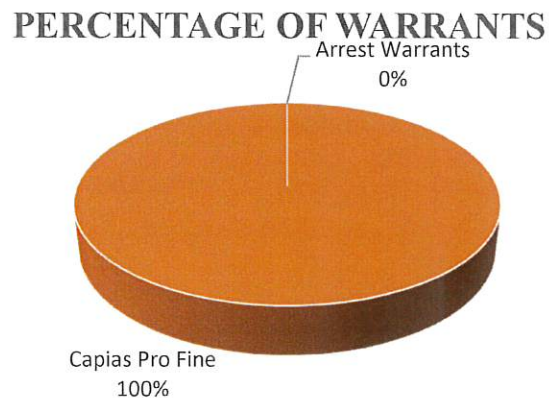
Violations Filed	Jul-20	Jul-19
Traffic	17	336
State Law	6	34
City Ordinance	1	29
Code Enforcement	0	1
Parking	1	8
Total	25	408



Dismissals	Jul-20	Jul-19
DSC	6	13
Deferral	21	83
Insurance	2	3
Compliance	0	8
Prosecutor	24	503
Closed	132	856
Total	185	1466



Warrants	Jul-20	Jul-19
Arrest Warrants	0	250
Capias Pro Fine	2	52
Total	2	302



Money Collected in July 2020	
Kept By City	\$28,760.29
Kept By State	\$10,381.74
Total	\$39,142.03

Money Collected in July 2019	
Kept By City	\$48,431.67
Kept By State	\$19,642.08
Total	\$68,073.75



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: August 19, 2020
RE: July Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In July, 35% of the water we supplied to our residents was from our wells, and we purchased 65% from EPCOR and Manville WSC. In July, the estimated population of residents in the City of Manor is 14,772. Estimated population for ShadowGlen is 4,282 residents.

Subdivision Inspections

- Street Inspections- 10
- Water Inspections- 5
- Wastewater Inspections- 4

Streets and Parks Monthly Report July 2020

Daily Duties and Projects 7-1-2020 / 7-31-2020

Completed water cut asphalt repair on 300 block Burton St.

Completed water cut asphalt repair on 500 block Burnet St.

Completed 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.

Playground 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 3- Homes are being built.

Stonewater North Phase 2- Contractor is in development process.

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

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

Manor Commons – phase homes are still being built.

Manor Commons Apartments – still in building process.

Ring Drive – 1year 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 July 2020

For the month of July, the Water Department had 11 service calls, 8 repair jobs, 7 maintenance jobs and 5 inspections.

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

Repairs

17004 Blake Manor Rd.- replaced 1" leaking angle stop by FZ,AM 7-6-20.
 12852 St. Mary -replaced broken 3/4 curb stop by FZ,AM 7-8-20.
 510 Burnet St. - repaired 1" service line break, replaced service from main to meter by CD,AM,JB 7-20-20.
 300 Blk East Burton St. -repaired 1" corp. leak on a 6" main and replaced service line with new poly by CD,AM,JT 7-22-20.
 11809 Navasota - Replaced leaking 1 x 3/4 angle stop notified customer when job was completed by CD,JT 7-31-20.
 City yard pump room - pulled pump number 4 to have looked at possible bad impeller- All American Pump check impeller out by JT,FZ 7-10-20.
 300 Block West Wheeler - repaired a 6" water main break by JT,AM,CD 7-21-20.
 200 West Parsons - repaired an 8" water main break covered hole and barricaded work area will smooth up when dirt dries by JT,CD,AM,JB 7-27-20.

Maintenance

Capitol Bearing - had discharge and suction hoses (had leaks) on 3" trash pumps repaired at capitol bearing by FZ 7-6-20.
 Bac T samples - took first set of 5 Bac T samples and dropped off at Aqua Tech lab by JT 7-8-20.
 Tower Lane -open valve on Tower Road at east elevated tank so that Sky Blue Utilities could flush newly laid 12" main by JT,AM 7-10-20.
 210 East Burton St - locate water main and service for Bluebonnet Electric they are setting a new pole marked with blue paint by JT,AM 7-16-20.
 Bac T samples - took second set of 5 Bac T samples and dropped off at Aqua Tech lab by JT 7-20-20.
 3rd qtr. samples in Presidential Glen, Greenbury, Hamilton Point and Wildhorse Creek-took 3rd qtr. samples with TCEQ technician Georgia Parks by JT 7-30-20.
 302 East Carrie Manor - locate utilities by pole number 321677 so Bluebonnet Electric can set pole. Marked water main and services with blue paint by JT 7-31-20.

Inspections

Presidential heights Phase 1 - pressure test water main laid by JL Construction passed by JT 7-1-20.
 Presidential heights Phase 1 - received Bac T sample results -passed by JT 7-6-20.
 Presidential Glen Phase 7 -two-year warranty inspection by JT,AM 7-8-20.
 Lagos Phase 1 -two-year warranty inspection by JT,AM 7-8-20.
 Presidential Glen Phase 2 - New construction water main by JL Gray Construction by JT 7-23-20.

Wastewater Monthly Report July 2020

For the month of July, the Wastewater Department had 6 service calls, 7 repair jobs, 18 maintenance jobs and 4 inspections.

Service Calls

16217 Hamilton Point - sewer clog - clog was on customer side - plumber unstopped customer side- city crew did not find any issues on city side we will monitor service line by FZ 7-2-20.

207 East Burton St - sewer clog - city side was clear notified customer clog was on customer side of service line by FZ,AB 7-13-20.

11406 Liberty - sewer clog - jetted service line and cleared notified customer we will call locates and determine if roots are coming from city side or customer side by CD,JB 7-15-20.

12210 Walter Vaughn - sewer clog - city side was clear notified customer to call plumber by AM,AB 7-14-20.

401 N Bastrop - sewer clog - clog was on customer side notified customer by JT,GS 7-22-20.

16813 Trevin Cove- sewer clog - city side was clear . was in indoor issue notified customer to call plumber by CD,JT 7-31-20.

Repairs

Wilbarger Plant - Made a new 2x1 water tap and ran 250 ft of 1" service to sand filter by FZ,AM,DD 7-7-20.

Presidential Glen Lift Station at Woodrow Wilson St. - had a transducer fail alarm- cleaned off transducer and reset telemetry control unit lift station back in operation by AM 7-3-20.

205 North Lockhart St. - made repairs where customer side meets city side and set new cleanout out cap and lid by CD,AM 7-16-20.

12921 Tinker St. - replaced broken clean out cap and lid by JB 7-22-20.

12000 Jamie Dr - replaced broken clean out cap and lid and notified customer by JB 7-22-20.

13316 Marie Ln - made repairs where city side meets customer side service and installed a new clean out cap and lid by CD,AM 7-26-20.

409 E Wheeler- replaced broken clean out cap and lid by CD,AM 7-30-20.

Maintenance

Presidential Glen Lift Station on Woodrow Wilson St. - cleaned grease out of lift station by Wastewater transport and CD,DD 7-1-20.

Carriage Hills Lift Station - cleaned grease out of lift station by Wastewater transport and AM,AB 7-1-20.

Wilbarger Plant -ordered (2) 330-gallon totes of alum from Brenntag for Wilbarger plant by JT 7-1-20.

Wilbarger plant - changed 150 lb. cl2 bottle number 1 by JT,JB 7-3-20.

Presidential Glen Lift Station on Woodrow Wilson St. - weed eat inside around fence by AB,AM 7-6-20.

Creekside Lift Station - received alarm for pump number 2 failed to start-reset overload switch pump back in operation by JT,AM 6-7-20.

Creekside Lift Station - received alarm for pump number 2 failed to start-pulled pump number 2 cleaned rags out- pump is back in operation by JT,AM 6-7-20.

Wilbarger Plant - blow out center well clear of rags by CD,JB 7-9-20.

Wilbarger Plant - High Aeration alarm -blow out center well clear of rags by JB,DD 7-10-20.

Brenntag- ordered 6 150 lb. cl2 bottles for Wilbarger plant by JT 7-20-20.

John Nagle Street between Lampasas and Smith St. - hydro jet wastewater main for maintenance by FZ,AB 7-13-20.

Hamilton Point Circle to Jaron Drive -hydro jet wastewater main for maintenance by FZ,AB 7-13-20.

Hamilton Point Circle to Trevin Cove -hydro jet wastewater main for maintenance by FZ,AB 7-13-20.

210 East Burton St - locate wastewater main and services for Bluebonnet Electric they are setting a new pole marked with green paint by JT,AM 7-16-20.

Wilbarger Plant -Vacuumed grit out of sand filter and replaced with new sand by wastewater transport JT,AM,CD,7-29-20.

Brenntag - ordered 2 100 lb. pails of granular cl2 for jet machine and Wilbarger plant by JT 7-30-20.

302 East Carrie Manor - locate utilities by pole number 321677 so Bluebonnet Electric can set pole. Marked wastewater main and services with green paint by JT 7-31-20.

Wilbarger Plant- sent of DO meter probe and cable for repairs (USA bluebook) RA number 203573 by JT 7-31-20.

Inspections

Presidential Glen Phase 7 -two-year warranty inspection by JT,AM 7-8-20.

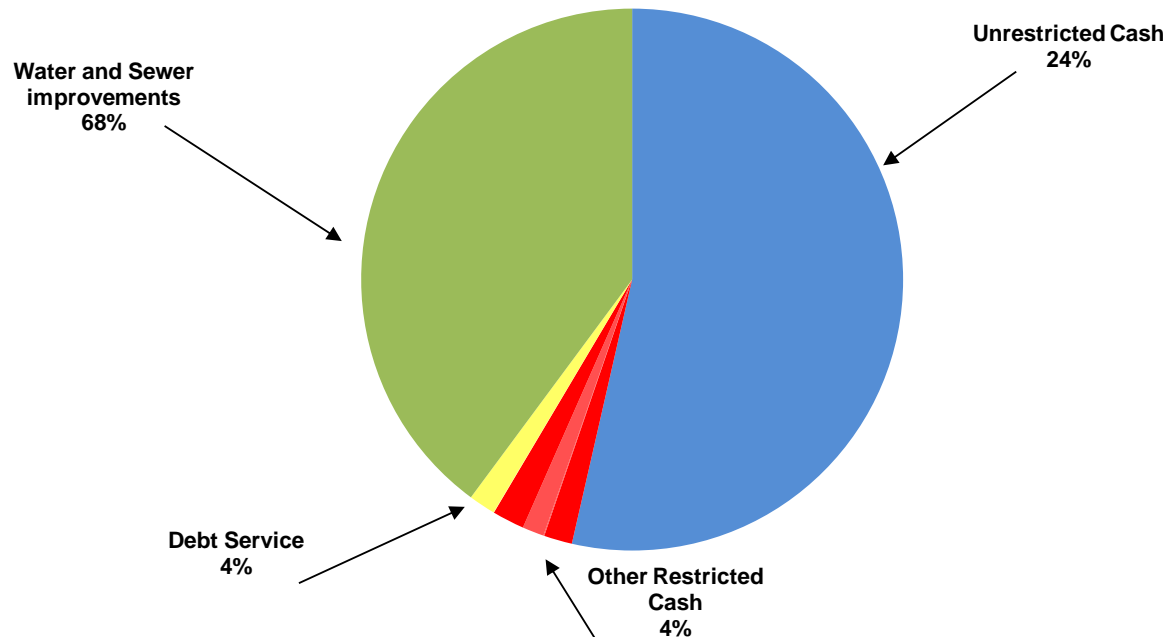
Lagos Phase 1 -two-year warranty inspection by JT,AM 7-8-20.

Manor Heights Phase 2 - New construction wastewater main and services by JL Gray construction by JT 7-20-20 to 7-24-20.

Manor Heights Phase 2 - New construction wastewater main and services by JL Gray construction by JT 7-27-20 to 7-31-20.

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

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$10,724,847	\$ 8,194,414			\$ -	\$ 18,919,261
Restricted:						
Tourism				594,968		594,968
Court security and technology	18,045					18,045
Rose Hill PID				457,267		457,267
Customer Deposits		677,868				677,868
Park	8,927					8,927
Debt service			563,035			563,035
Capital Projects						
Water and sewer improvements		3,856,949		10,216,744		14,073,693
TOTAL CASH AND INVESTMENTS	\$10,751,819	\$12,729,231	\$ 563,035	\$ 11,268,979	\$ -	\$ 35,313,063



Overview of funds:

\$122,454.71 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: August 19, 2020
PREPARED BY: Chief Ryan Phipps
DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the Code of Ordinances to create the Public Safety Committee.

BACKGROUND/SUMMARY:

PRESENTATION: NO

ATTACHMENTS: YES

(If YES, please list below in order to be presented)

- Ordinance No. 579

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Ordinance No. 579 amending the Code of Ordinances to create the Public Safety Committee.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)

ORDINANCE NO. 579

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES TO CREATE THE PUBLIC SAFETY COMMITTEE; PROVIDING FOR MEMBERS OF THE COMMITTEE AND ITS PURPOSE; PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Manor, Texas finds that it is reasonable and necessary to establish a Public Safety Committee to perform the functions set forth herein;

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. Public Safety Committee Established. Chapter 1 General Provisions, Article 1.05 of the City of Manor Code of Ordinances is hereby amended to add Division 5, entitled “Public Safety Committee”, to read as follows:

Sec. 1.05.101. – Purpose

The Manor Public Safety Committee is hereby established 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 local community and police, fire, and emergency medical services personnel.

Sec. 1.05.102. – Membership

The Committee shall be composed of five members as follows: The Mayor, two City Council members appointed by the City Council, the City Manager, and the Chief of Police.

Sec. 1.05.103. – Meetings

The Committee shall meet according to the schedule determined by the Committee and shall report its recommendations back to the City Council.

Secs. 1.05.104 – 1.05.120. – Reserved

Section 3. Amendment of Ordinances. The City of Manor Code of Ordinances is hereby amended as provided herein. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Open Meetings. 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, Tex. Gov't. Code.*

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED on this 19th day of August 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Chief Ryan Phipps
DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Public Safety Committee Council Members to serve a one-year term.

BACKGROUND/SUMMARY:

The Committee shall be composed of five members as follows: The Mayor, two City Council members appointed by the City Council, the City Manager, and the Chief of Police.

PRESENTATION: NO

ATTACHMENTS: NO *(If YES, please list below in order to be presented)*

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council appointment two (2) Public Safety Committee Council Members to serve a one-year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Chief Ryan Phipps
DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an Interlocal Agreement between the City of Manor and Travis County Sheriff's Office for Emergency Dispatch Services.

BACKGROUND/SUMMARY:

This is a yearly interlocal agreement for the Travis County Sheriff's Office to provide emergency dispatch and 911 service to the City of Manor Police Department.

PRESENTATION: NO

ATTACHMENTS: YES

(If YES, please list below in order to be presented)

- Interlocal Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the Interlocal agreement between the City of Manor and Travis County Sheriff's Office for Emergency Dispatch / 911 Services; and Authorize the Mayor to sign the Agreement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)

Interlocal Agreement between Travis County and Manor, TX For Emergency Law Enforcement Dispatch Services

This Interlocal Agreement (Agreement) is between the following parties: Manor, Texas, located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assist both City and County; and,

WHEREAS, each party to this Agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

1.0 County Performance

1.1 The Travis County Sheriff's Office (TCSO) will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement, all applicable state and federal law, and with current guidelines from the Centers for Disease Control and Prevention (CDC). Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by TCSO. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The TCSO Emergency Communications Manager is the responsible person for handling all complaints and grievances about dispatch performance.

3.4 Settling of Costs. If this Agreement is terminated for any reason, the parties will prorate the costs of services provided. If termination occurs prior to payment, City will pay County a prorated amount for the services provided prior to termination. If termination occurs after payment, County will refund City a prorated amount based on the services provided prior to termination.

4.0 **Mobile Data Computer**

4.1 City participation in the County's system of mobile access and use of law enforcement data (Mobile Data System) is beneficial to both the County and the City. Participation in Mobile Data System is voluntary.

4.2 City will provide its own computer(s) and mounting hardware for installation in police vehicles, which must be approved by the County. Any software installed onto any City computer used to access the Mobile Data System must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County will provide network connectivity support for the Mobile Data System by making the County Information Technology Help Desk available to City police officers during normal business hours free of charge.

4.4 Maintenance and repair of the City's computer hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The City must reimburse County for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image. The County will provide advance written notice to the City, which may consist of an electronic message, when the cost of maintenance or service will be payable by the City.

4.5 The County will not increase the service rate for the duration of the annual contract other than as outlined in Section 5.3. If either Party terminates this Agreement, the County has the right to receive payment on terms provided in this Agreement for any parts, labor, or additional services provided by the County before the effective date of termination.

4.6 The County and City agree to abide by all current and hereafter approved rules of the Texas, and National Law Enforcement Telecommunications Systems and of the Texas and National Crime Information Centers (TCIC/NCIC), including but not limited to all requirements of the CJIS Security Policy. Compliance with the above requirements will be determined by the County and TCIC. Non-compliance with the CJIS Security Policy will be reviewed by County and City and either Party may terminate this Agreement if the other party is noncompliant with CJIS.

5.0 **Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$234,963, Two Hundred Thirty-four Thousand Nine Hundred Sixty Three dollars, for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2021, then by March 15th of each subsequent edge.

only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the City representation on any boards associated with the operations of the emergency communications center.

9.2 Neither the County nor the City will be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of the other. In no event will either party be liable to the other for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 To the extent authorized by law, City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within five (5) City business days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

10.0 Force Majeure.

If the performance by County under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or as a result of COVID-19 or any pandemic declared a disaster, then County will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the County shall notify the other party, and will call a special meeting to propose a resolution of the problem, and if necessary, to establish an estimated period of time to delay services under the Agreement.

11.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

Travis County

By: Sam Biscoe
Travis County Judge

Date: _____

City of Manor, TX

By: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Chief Ryan Phipps
DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on Amendment Three (3) to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) effectively recognizing the five (5) new agencies to the Partner Agency List.

BACKGROUND/SUMMARY:

The Manor Police Department is a Partner Agency to the Austin Regional Intelligence Center. ARIC is a collaborative effort of public safety agencies in Hays, Travis, Williamson and Bastrop Counties that work together to provide resources, expertise and information to ARIC effectively providing regional public safety data analysis to further its mission of maximizing the ability to detect, prevent, apprehend and respond to criminal and terrorist activity.

PRESENTATION: NO

ATTACHMENTS: YES

(If YES, please list below in order to be presented)

- Amended ILA Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the Amendment Three (3) to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) effectively recognizing the five (5) new agencies to the Partner Agency List; and Authorize the Mayor to sign the Agreement.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

(Type X before choice to indicate)

AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT
FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Amendment Three to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle through its Police Department, and
City of Buda on behalf of its Police Department.
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment).

And

The City of Lakeway on behalf of its Police Department
The City of West Lake Hills on behalf of its Police Department
The City of Bee Cave on behalf of its Police Department
Hutto Independent School District on behalf of its Police Department

The City of Elgin on behalf of its Police Department
(Collectively referred to as the “New Partner Agencies” in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as “Partner Agencies.”

RECITALS

ARIC is a collaborative effort of public safety agencies in Hays, Travis, Williamson, and Bastrop Counties. Partner Agencies work together to provide resources, expertise, and information to the ARIC. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies’ governing bodies (“Original Partner Agencies”) approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies’ governing bodies approved a second Interlocal Cooperation Agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit these agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies’ governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the Original ARIC Agreement is to add the New Partner Agencies to the Original ARIC Agreement.

Legal authority for amending and entering into these Agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the Original ARIC Agreement, and the New Partner Agencies each agree to execute Counterpart Original ARIC Agreements and amend that agreement, as follows:

AMENDMENT TO ORIGINAL ARIC AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the Original ARIC Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of West Lake Hills through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 XX NOTICE

Section XX (Notice) of the Original ARIC Agreement is amended by adding subsection G to read as follows:

G. Notices pursuant to this Interlocal Agreement after this amendment becomes effective, shall also be delivered or sent to:

City of Lakeway

City of West Lake Hills

City of Bee Cave

Hutto ISD

City of Elgin

3.0 EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: _____

R. Hu
Assistant City Manager

Date: _____

06/03/2020

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENTBy: _____ Date: _____
_____**CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE**By: _____ Date: _____
_____**CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE**By: _____ Date: _____
_____**UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT**

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICEBy: _____ Date: _____
_____**CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT**By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENTBy: _____ Date: _____
_____**CITY OF BUDA on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF MANOR on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF BASTROP on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT**By: _____ Date: _____

CITY OF WEST LAKE HILLS on behalf of its POLICE DEPARTMENTBy: _____ Date: _____
_____**CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF ELGIN on behalf of its POLICE DEPARTMENT**By: _____ Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Chief Ryan Phipps
DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on Amendment Three (3) to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) effectively recognizing the five (5) new agencies to the Partner Agency List.

BACKGROUND/SUMMARY:

The Manor Police Department is a Partner Agency to the Austin Regional Intelligence Center. ARIC is a collaborative effort of public safety agencies in Hays, Travis, Williamson and Bastrop Counties that work together to provide resources, expertise and information to ARIC effectively providing regional public safety data analysis to further its mission of maximizing the ability to detect, prevent, apprehend and respond to criminal and terrorist activity.

PRESENTATION: NO

ATTACHMENTS: YES

(If YES, please list below in order to be presented)

- Amended ILA Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the Amendment Three (3) to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) effectively recognizing the five (5) new agencies to the Partner Agency List; and Authorize the Mayor to sign the Agreement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)

**AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Three to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County on behalf of its Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County on behalf of its Sheriff's Office,
University of Texas on behalf of its Police Department, and
Williamson County on behalf of its Sheriff's Office.
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department, and
City of Buda on behalf of its Police Department.
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Lakeway on behalf of its Police Department,
City of West Lake Hills on behalf of its Police Department,

City of Bee Cave on behalf of its Police Department,
 Hutto Independent School District on behalf of its Police Department,
 City of Elgin on behalf of its Police Department.
 (Collectively referred to as the “New Partner Agencies” in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as “Partner Agencies.”

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies’ governing bodies (“Original Partner Agencies”) approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin- Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies’ governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies’ governing bodies, each New Partner Agency must execute a Counterpart

Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the ARIC Sustainment Funding Agreement is to add the New Partner Agencies to the ARIC Sustainment Funding Agreement.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the ARIC Sustainment Funding Agreement, and the New Partner Agencies each agree to execute Counterpart ARIC Sustainment Funding Agreements and amend that agreement as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of West Lake Hills through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: *R. Allen* Date: *06/03/2020*
Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENTBy: _____ Date: _____
_____**TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE**By: _____ Date: _____
_____**UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE**By: _____ Date: _____
_____**CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENTBy: _____ Date: _____
_____**CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF KYLE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF BUDA on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT**By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENTBy: _____ Date: _____
_____**CITY OF BASTROP on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF WEST LAKE HILLS on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT**By: _____ Date: _____
_____**HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT**By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Scott Dunlop, Asst. Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Concept Plan for Presidential Glen Commercial Phase 1, three (3) lots on 5.4 acres, more or less, and being located at US Hwy 290 East and Paseo de Presidente Blvd, Manor, TX. **Applicant:** Kimley-Horn and Associates. **Owner:** West Elgin Development Corp.

BACKGROUND/SUMMARY:

This plan has not been approved by our engineer. The Plan is to divide 1 commercial lot into 3.

PRESENTATION: NO

ATTACHMENTS: YES

(If YES, please list below in order to be presented)

- Plan
- Engineer Comments

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council deny a Concept Plan for Presidential Glen Commercial Phase 1, three (3) lots on 5.4 acres, more or less, and being located at US Hwy 290 East and Paseo de Presidente Blvd, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
<i>(Type X before choice to indicate)</i>		X	

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JAY ENGINEERING COMPANY, INC.

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

Date: Tuesday, August 4, 2020

Kevin Burks

kevin.burks@kimley-horn.com

Permit Number 2020-P-1258-CP

Job Address: Presidential Glen Commercial Lot 1 Concept Plan, Manor, TX. 78653

Dear Kevin Burks,

The first submittal of the Presidential Glen Commercial Lot 1 Concept Plan (*Concept Plan*) submitted by and received on July 09, 2020, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@jaeco.net.

1. Proposed major categories of land use by acreage showing compatibility of land use with the Master Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(7).
2. Significant drainage features and structures including any regulatory one hundred (100) year flood plains should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(11).
3. Significant features on or within two hundred (200) feet of the property, such as railroads, roads, buildings, utilities and drainage structures should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(12).
4. The approximate boundaries and anticipated timing of proposed phases of development and uses should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(13).
5. A proposed phasing plan for the development should be shown on the Concept Plan as required by City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B Section 21(c)(16).

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

A handwritten signature in blue ink that reads "Pauline M. Gray". The signature is fluid and cursive, with the first name "Pauline" being more prominent than the last name "Gray".

Pauline Gray, P.E.
Staff Engineer
Jay Engineering Company, Inc.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Scott Dunlop, Asst. Development Services Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a draft Comprehensive Plan Request for Proposal Scope.

BACKGROUND/SUMMARY:

We have drafted an RFP for a Comprehensive Plan and prior to releasing the RFP we wanted feedback on the proposed scope. The scope is the areas the hired consultant will study and provide detailed information on in the Comp Plan.

PRESENTATION: NO

ATTACHMENTS: YES

(If YES, please list below in order to be presented)

- Draft RFP Scope

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council discuss the draft Comprehensive Plan RFP scope.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
(Type X before choice to indicate)

Article 3: Project Scope

1. **Infrastructure**

Incorporate the current infrastructure in place and recommend goal, policy, and action items for future infrastructure to include Capital Improvements Plan update and service provision to recently annexed areas. Address growth management strategies as it relates to infrastructure, as well as projections for needed items.

2. **Traffic/Transportation**

Review and update the City's 2014 Thoroughfare Plan to include projections for traffic management in relation to future developments of the city.

3. **Current and Future Land Use**

Develop realistic population projections and build-out scenarios utilizing preferred land-use patterns for the City and ETJ. The build-out scenarios shall include land use projections, population densities, development phasing models, and infrastructure improvements as required. Review, analyze and provide the land use and development character goal, policy and action items of the Plan and refine as needed to account for shifting demographics and vision of the community.

4. **290 Corridor Plan, TOD Overlay Plan and Historic Overlay Plan**

Specific focus shall be made to create a US Hwy 290 East corridor plan that provides for consistent and unified development along the corridor including current and future land uses, architectural standards, site design standards, landscaping, and signage.

Implementation policies to create an overlay zone shall be included for Capital Metro's Transit Oriented Development Plan for the half-mile area around their proposed station area identified the Green Line TOD Corridor Plan.

Objectives and action items to implement design standards for Manor's Historic District including current and future land uses, architectural standards, site design standards, landscaping, and signage.

5. **Facilities**

The City is undertaking by separate consultant a review of existing city government facilities and future needs. The work of that review shall be incorporated into the Plan. Additional to that study, this project shall review the needs for community facilities including a library, community center and athletic fields and courts based on population projections.

6. **Parks, Trails and Open Space**

Review and update the City's Hike and Bike Trails Master Plan. Develop a parks and open space plan for the City and ETJ as well as reviewing the City's parkland dedication requirements to align with goals of the parks and open space plan.

7. **Economic Development and Downtown Revitalization Plan**

Review, analyze and update local, state, regional and global factors that influence the future development, redevelopment and growth opportunities within the City of Manor. Specify the economic impacts for major components of the Plan.

Provide strategies and policies for a Downtown Revitalization Plan that spurs economic activity in the historic downtown area including various funding methods, land use changes, and streetscape enhancements.

8. Branding

Create a branding scheme to create an identity for the City. Specify the implementation strategies, key factors, and projects to form a full identity for the future. Items included may be logos, wayfinding, monument signs, event recommendations, and more.

9. Planning and Assessment Based on Public Participation

Create a plan to assess public participation comments to implement the most requested topics in a reasonable and time effective manner that fits within this Comprehensive Plan.

Planning Commission Comments:

- Add sustainability goals throughout each section
- Increase accessibility such as sidewalks in the older part of the city (this is included as part of the TOD plan) and greater multi-modal access like busses
- Ensure that under the Facilities review a community pool and/or splash pad is studied
- In 290 Corridor Plan work to maintain north-south access to limit the city being divided
- In Branding ensure that gateway monumentation and city slogan are reviewed
- In Planning and Assessment Based on Public Participation try to disperse as much as possible community input events into each subdivision. Not all meetings at City Hall, try to have some at the elementary schools or amenity centers.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 19, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on setting public hearings for the FY 2020-2021 Proposed Annual Budget and FY 2020-2021 Property Tax Rate.

BACKGROUND/SUMMARY:

Hearing dates September 2, 2020 and September 16, 2020

Hearing times: 7:00pm

Hearing location: 105 E Eggleston St. Manor, TX 78653

PRESENTATION: *NO* **No**
ATTACHMENTS: *NO* **No** (If YES, please list below in order to be presented)

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council set the Public Hearings on the FY 2020-2021 Proposed Annual Budget and FY2020-2021 Tax Rate of the City of Manor, Texas for September 2 and September 16, 2020 at 7:00 p.m.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
 (Type X before choice to indicate)