



RITA G. JONSE, MAYOR  
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1  
MARIA AMEZCUA, PLACE 2  
ANNE WEIR, PLACE 3  
ZINDIA PIERSON, PLACE 4  
REBECCA DAVIES, PLACE 5  
RYAN STONE, PLACE 6

## **CITY COUNCIL REGULAR MEETING AGENDA**

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WEDNESDAY, JULY 19, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

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### **CALL REGULAR SESSION TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENTS**

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.

### **CONSENT AGENDA**

The following Items will be enacted by one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

1. Consideration, discussion, and possible action to approve the minutes for the June 21, 2017 City Council Regular Meeting.
2. Consideration, discussion, and possible action to approve the minutes for the July 5, 2017 City Council Regular Meeting.
3. Consideration, discussion, and possible action to approve the minutes for the July 12, 2017 City Council Special Meeting.
4. Consideration, discussion, and possible action on acceptance of the June, 2017 Departmental Reports:
  - Development Services – Scott Dunlop
  - Police – Chief Ryan Phipps
  - Municipal Court – Sarah Friberg
  - Public Works – Mike Tuley

Tom Bolt,  
City Manager

5. Consideration, discussion, and possible action on the acceptance of the unaudited June, 2017 Monthly Financial Report
- Tom Bolt,  
City Manager

#### **PUBLIC HEARING**

6. Conduct a second public hearing regarding the annexation of 1,756.97 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.
- Tom Bolt,  
City Manager

#### **REGULAR AGENDA**

7. Consideration, discussion, and possible action on a second reading of a draft municipal service plan for the annexation of 1,756.97 acres of land, more or less, adjacent and contiguous to the city limits and being located in Travis County.
- Scott Dunlop,  
Planning Coordinator
8. Consideration, discussion, and possible on a resolution setting a public hearing date on the proposed amendments to the Community Impact Fee, and providing for open meetings and other related matters.
- Scott Dunlop,  
Planning Coordinator
9. Consideration, discussion, and possible action on a finance agreement between the City of Manor and Riata Ford, LTD for vehicle rental program.
- Ryan Phipps,  
Chief of Police
10. Consideration, discussion, and possible action on a finance agreement between the City of Manor and Axon Enterprises, Inc DBA Taser International for putting the Tasers utilized by patrol on a 5-year rotation and the purchase of training equipment.
- Ryan Phipps,  
Chief of Police
11. Consideration, discussion, and possible action on the resolution authorizing the Manor Police Department to submit an application for the BG18 Rifle-Resistant Body Armor Grant Program (BAGP) through the Office of the Governor, Criminal Justice Division for funding the purchase of rifle-resistant body armor.
- James Allen,  
Police Department  
Lieutenant

#### **PRESENTATIONS**

12. Presentation on Sky Village overall development
- Tom Bolt,  
City Manager

#### **EXECUTIVE SESSION**

- Convene into Executive Session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to consult with legal counsel regarding economic development negotiations and proposed economic incentives
- Tom Bolt,  
City Manager

#### **OPEN SESSION**

13. Take action as determined appropriate in the City Council's discretion regarding economic development negotiations and proposed economic incentives.
- Tom Bolt,  
City Manager
14. Consideration, discussion and possible action on a second reading of an ordinance rezoning 127.220 acres more or less, located in the A.C. Caldwell Survey, Abstract No. 124, Travis County, Texas, and being a portion of that certain called 267.942 acre tract
- Scott Dunlop,  
Planning Coordinator

of land conveyed to Sky Village Kimbro Estates, LLC, as described in document number 2016214460, Official Public Records of Travis County, located near the intersections of Bois D'Arc Road and Tower Road, from R-1 Single Family to R-2 Single Family with a waiver from Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 to allow for 6,000 square foot lots. **Owner:** Gordon Reger, Sky Village Kimbro Estates LLC. **Applicant:** Alex Granados, Kimley-Horn

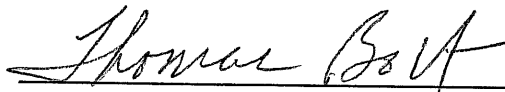
#### ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

- §551.071 Consultation with Attorney
- §551.072 Deliberations regarding Real Property
- §551.073 Deliberations regarding Gifts and Donations
- §551.074 Personnel Matters
- §551.076 Deliberations regarding Security Devices
- §551.087 Deliberations regarding Economic Development Negotiations

#### POSTING CERTIFICATION

I, hereby, certify that this notice of the Manor City Council Special Meeting Agenda was posted on this 14<sup>th</sup> day of July, 2017 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.



Thomas Bolt,  
City Manager

#### NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

*The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the council chambers are wheelchair accessible and special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary at 512-272-5555. Provide a 48-hour notice when feasible.*



AGENDA ITEM NO. 1

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the June 21, 2017 City Council Regular Meeting.

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#### BACKGROUND/SUMMARY:

These minutes will be prepared for the August 2nd CC meeting.

PRESENTATION: ☐ YES ☒ NO

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

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the June 21, 2017 minutes be postponed to August 2nd.

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



AGENDA ITEM NO. 2

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the July 5, 2017 City Council Regular Meeting.

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#### BACKGROUND/SUMMARY:

These minutes will be prepared for the August 2nd CC meeting.

PRESENTATION: ☐ YES ☒ NO

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

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the July 5, 2017 minutes be postponed to August 2nd.

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



AGENDA ITEM NO. 3

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the July 12, 2017 City Council Special Meeting.

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#### BACKGROUND/SUMMARY:

These minutes will be prepared for the August 2nd CC meeting.

PRESENTATION: ☐ YES ☒ NO

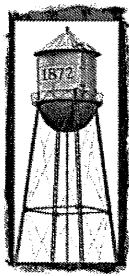
ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the July 12, 2017 minutes be postponed to August 2nd.

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



CITY OF  
**MANOR**  
EST. ★ 1872  
TEXAS

AGENDA ITEM NO. <sup>4</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on acceptance of the June 2017 Departmental Report:

Development Services - Scott Dunlop

Police- Chief Ryan Phipps

Municipal Court - Sarah Friberg

Public Works - Mike Tuley

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#### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

June 2017 Departmental Reports

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the June 2017 Departmental Reports

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

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

**FOR**

**CITY OF MANOR, TX**

**June 1 - 30, 2017**

Description	Projects	Valuation	Fees	Detail
Commercial Irrigation	1	\$9,000.00	\$174.00	
Commercial Plumbing	2	\$2,800.00	\$582.00	
Educational Remodel/Repair	1	\$33,764.66	\$332.00	
Residential Accessory	1	\$2,500.00	\$167.00	
Residential Deck/Patio	2	\$4,200.00	\$214.00	
Residential Demolition	2	\$15,700.00	\$222.00	
Residential Electrical	2	\$43,564.05	\$214.00	
Residential Irrigation	10	\$21,174.00	\$1,092.00	
Residential Mechanical-HVAC	1	\$6,700.00	\$107.00	
Residential New	75	\$16,265,964.00	\$490,687.80	
Residential Plumbing	2	\$7,300.00	\$212.00	
Residential Remodel/Repair	1	\$0.00	\$282.00	
Residential Swimming Pool/Spa	1	\$30,000.00	\$152.00	
Right of Way	1	\$0.00	\$452.00	
Totals		\$16,442,666.71	\$494,889.80	



Total Certificate of Occupancies Issued: 49

Total Inspections(Comm & Res): 1,015

*Tom Bolt, City Manager*

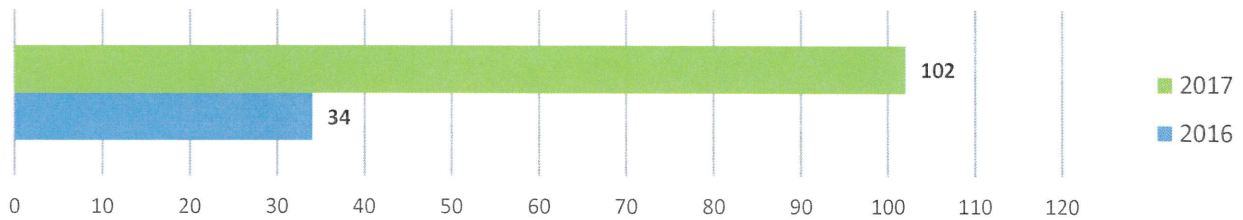


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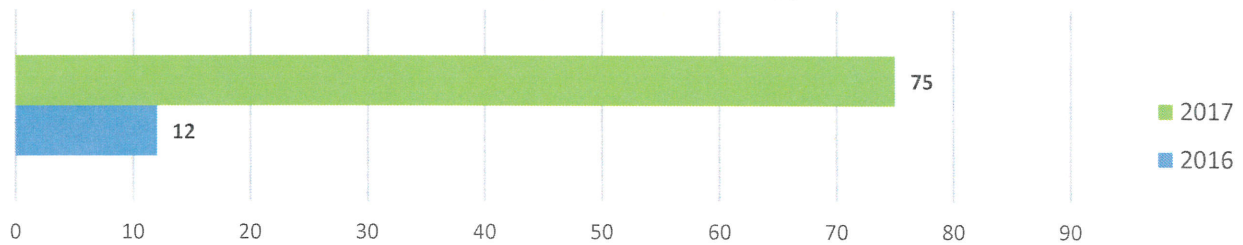
*JUNE 2017*

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR

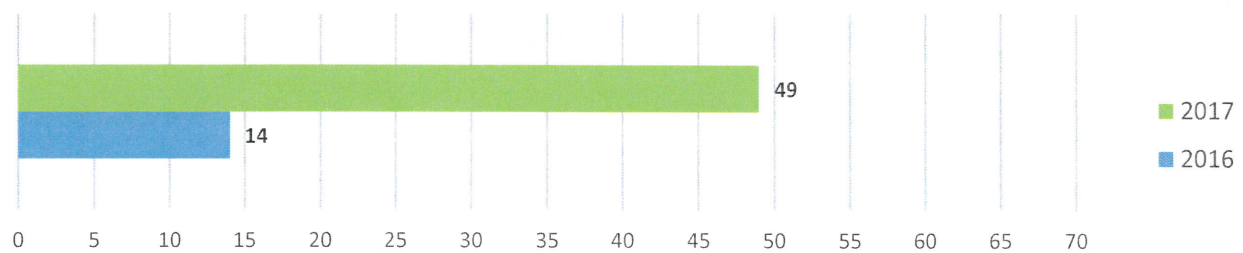
### PERMITS ISSUED



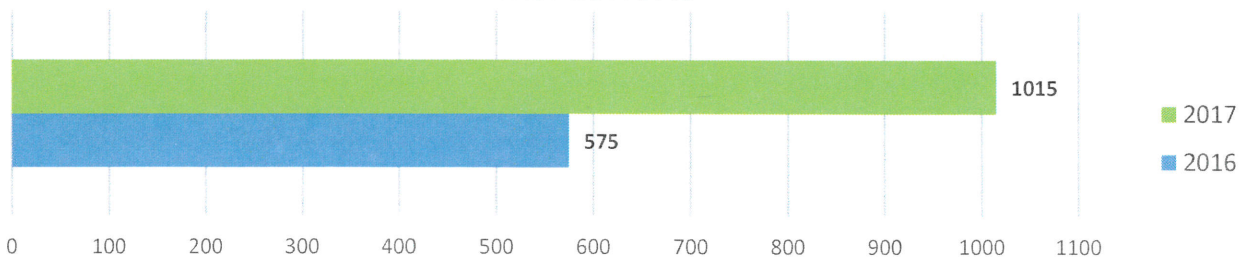
### RESIDENTIAL NEW PERMITS



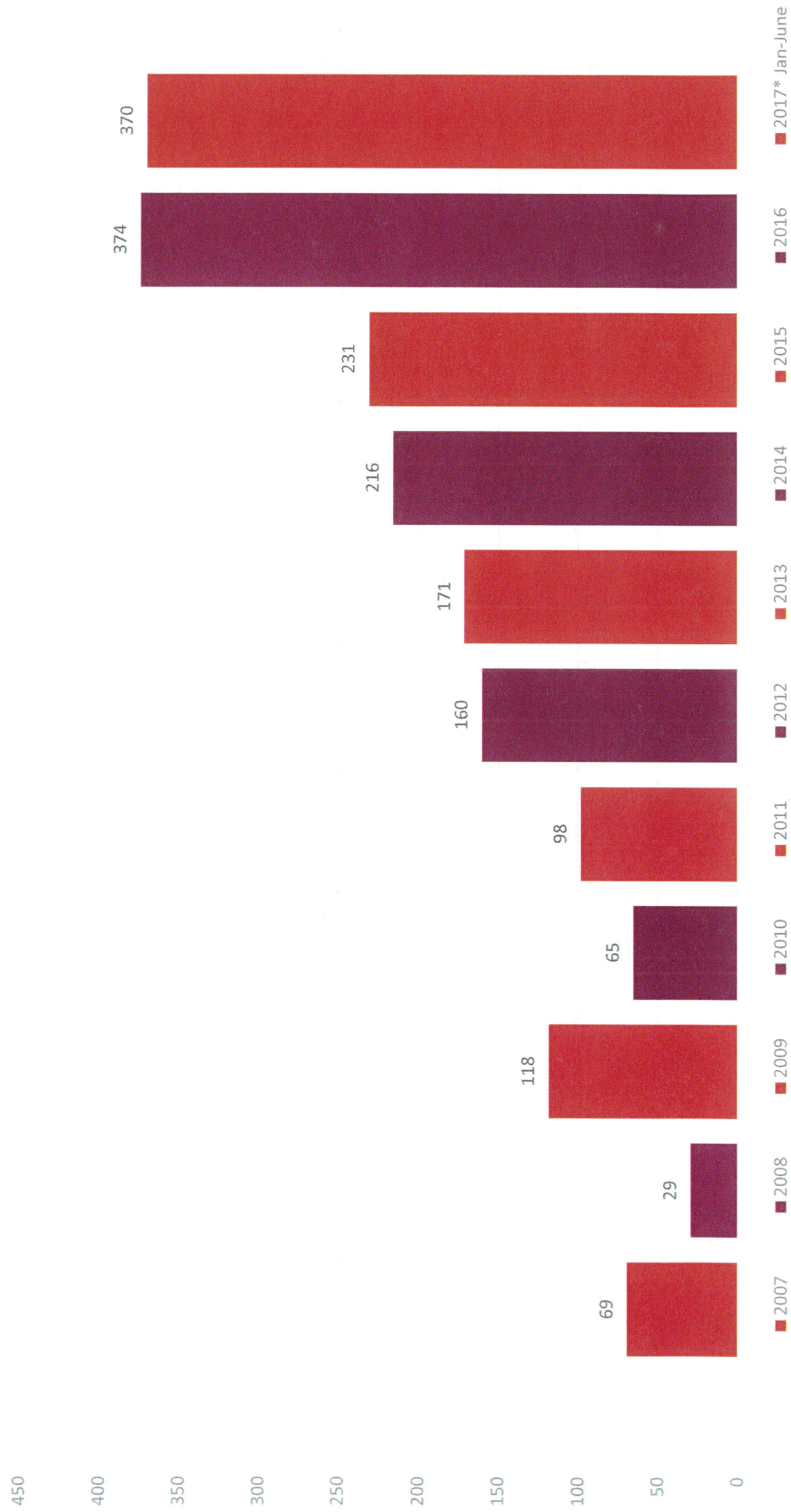
### COs ISSUED



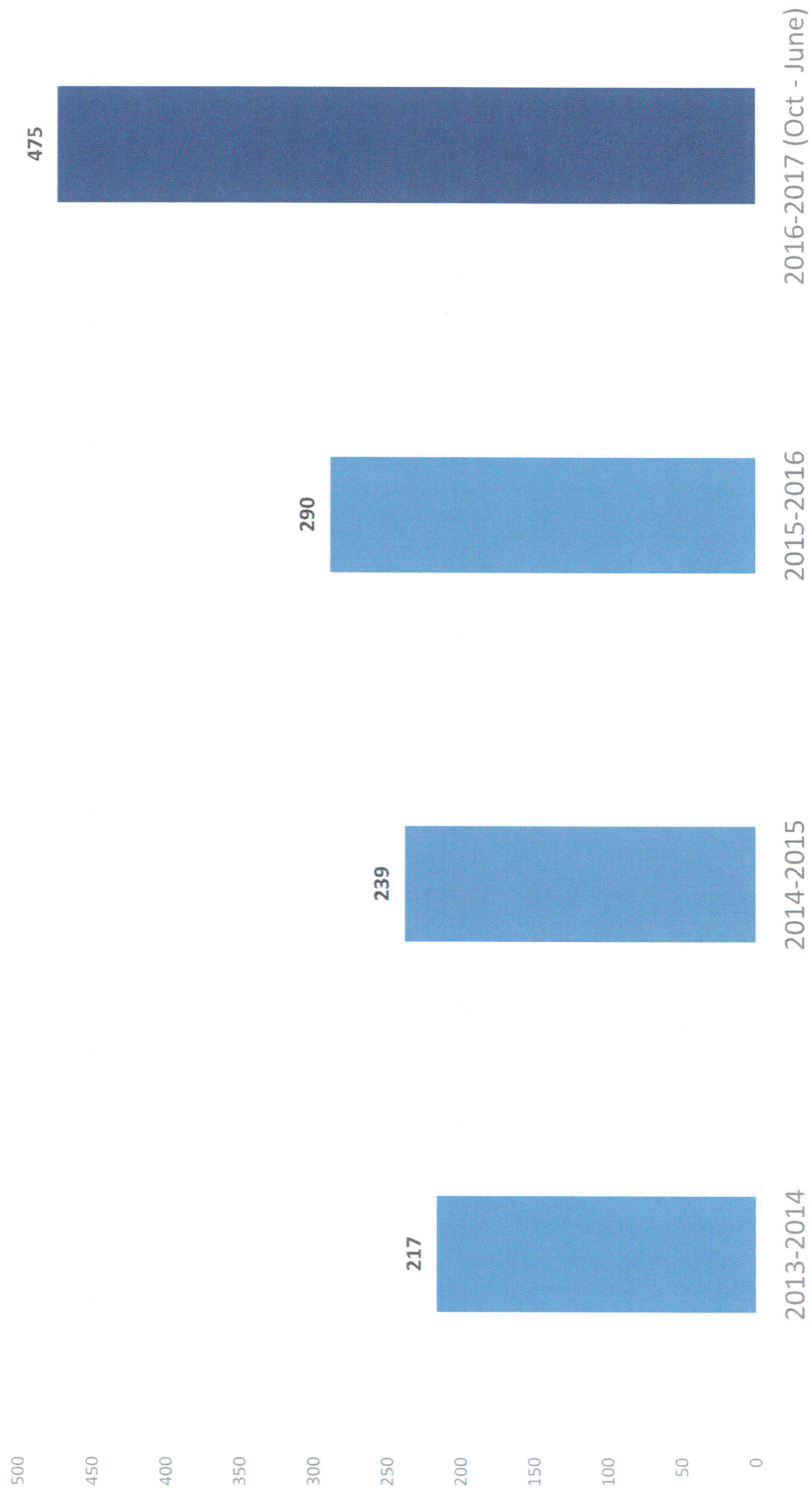
### INSPECTIONS



Residential Permits Issued by Calendar Year 2007 - 2017

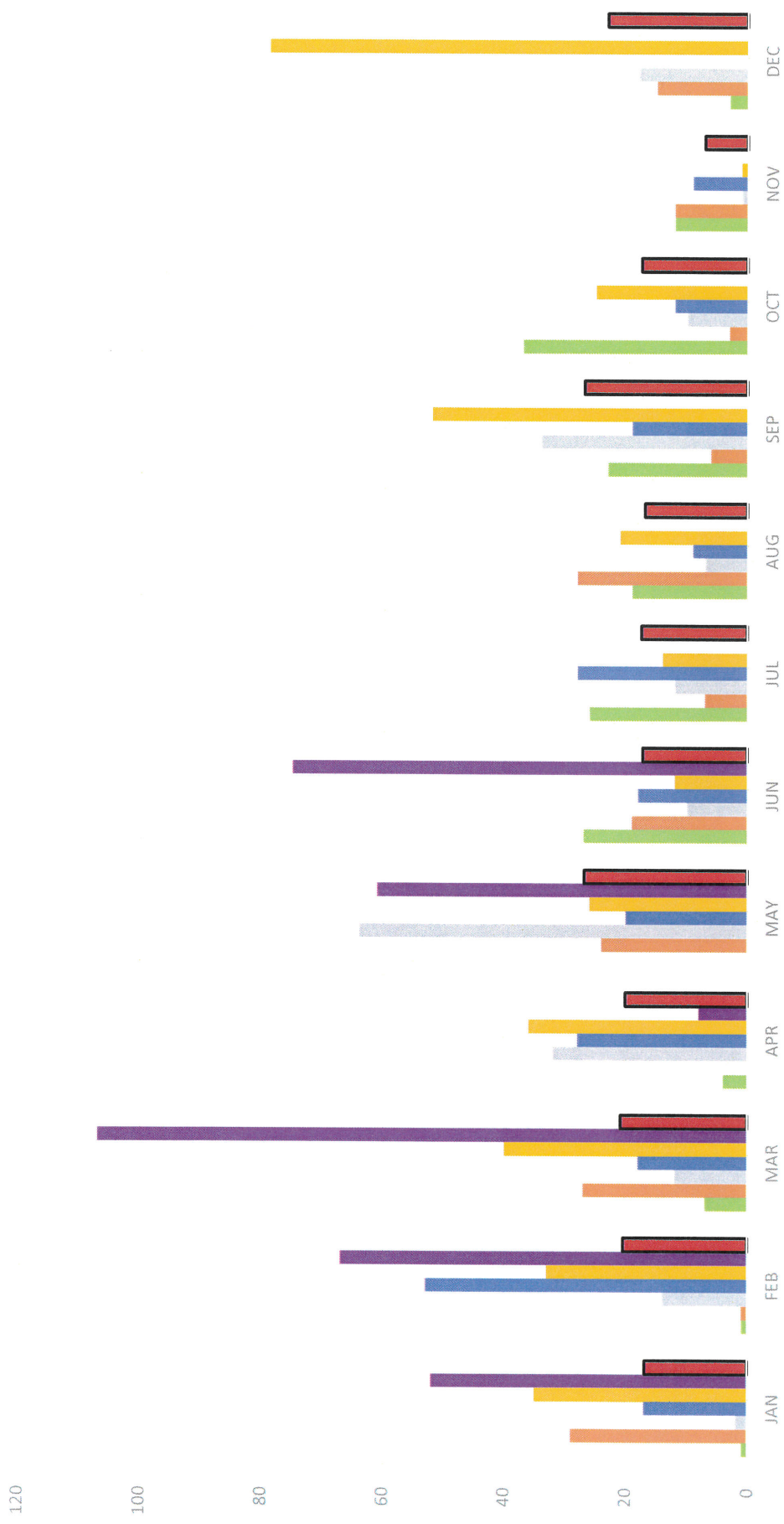


## *Fiscal Year Annual Residential Permits*



# New Home Permits by Month

■ 2012 ■ 2013 ■ 2014 ■ 2015 ■ 2016 ■ 2017 ■ 2012 - 2016 Average



2012 - 2017	AVG RBDs
JAN	17
FEB	20
MAR	21
APR	20
MAY	27
JUN	17
JUL	17
AUG	17
SEP	27
OCT	17
NOV	7
DEC	23

2012	RBDs
JAN	1
FEB	1
MAR	7
APR	4
MAY	0
JUN	27
JUL	26
AUG	19
SEP	23
OCT	37
NOV	12
DEC	3
TOTAL	160

2013	RBDs
JAN	29
FEB	1
MAR	27
APR	0
MAY	24
JUN	19
JUL	7
AUG	28
SEP	6
OCT	3
NOV	12
DEC	15
TOTAL	171

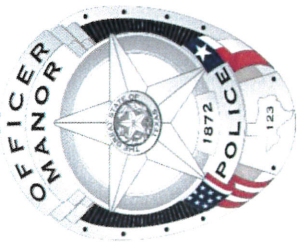
2014	RBDs
JAN	2
FEB	14
MAR	12
APR	32
MAY	64
JUN	10
JUL	12
AUG	7
SEP	34
OCT	10
NOV	1
DEC	18
TOTAL	216

2015	RBDs
JAN	17
FEB	53
MAR	18
APR	28
MAY	20
JUN	18
JUL	28
AUG	9
SEP	19
OCT	12
NOV	9
DEC	0
TOTAL	231

2016	RBDs
JAN	35
FEB	33
MAR	40
APR	36
MAY	26
JUN	12
JUL	14
AUG	21
SEP	52
OCT	25
NOV	1
DEC	79
TOTAL	374

2017	RBDs
JAN	52
FEB	67
MAR	107
APR	8
MAY	61
JUN	75
JUL	
AUG	
SEP	
OCT	
NOV	
DEC	
TOTAL	370

2018	RBDs
JAN	
FEB	
MAR	
APR	
MAY	
JUN	
JUL	
AUG	
SEP	
OCT	
NOV	
DEC	
TOTAL	0



# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

7/19/2017

June 2017

Activity	Reported Month	Same month Prior year	Percentage difference	Patrol Car Rental
Calls for Service	1203	1377	12.6↓	Last Month \$7,219
Average CFS per day	40.1	45.9	12.6↓	YTD \$28,376
Open Cases	38	25	52↑	
Charges Filed	72	73	1.3↓	
Alarm Responses	26	45	42.2↓	
Drug Cases	13	30	56.6↓	
Family Violence	6	11	45.4↓	
Arrests Fel/Misd	16F/56M	13F/86M	23F↑/34.8M↓	
Animal Control	27	30	10↓	
Traffic Accidents	29	18	61.1↑	
DWI Arrests	9	6	50↑	
Traffic Violations	531	627	15.3↓	
Ordinance Violations	22	25	12↓	
Seizures	N/A	N/A	N/A	
Laboratory Submissions	7	11	36.3↓	

Notes:

\*DNA- DATA NOT AVAILABLE



## **PUBLIC WORKS DEPARTMENT JUNE 2017 REPORT**

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

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

### **Water and Wastewater Department**

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

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

### **Water Production & Purchase**

In the month of June, 37% of the water we supplied to our residents was from our wells. We purchased 63% of the water from Bluewater and Manville WSC. In June, the estimated population of residents in the City of Manor is 9,452. Estimated Population for Shadowglen is 2,584 residents.

### **Subdivision Inspection**

- Street Inspection- 0
- Water Inspection- 2
- Wastewater Inspection- 1



## **Streets and Parks Monthly Report June 2017**

### **6-1-2017/6-31-2017 Daily Duties and Projects**

Athens Street in Wildhorse Creek subdivision encountered a sub grade failure. It dropped the road and curb 8" below grade. Streets crew removed all old asphalt and curb and replaced with new material. Below explains the materials used.

- 6-2-2017/ Streets crew laid 16 tons of hot mix on Athens St. in the Wildhorse Creek subdivision.
- 6-5-2017/ Streets crew replaced and poured 60' of curb on Athens St.
- 6-6-2017/Creative learning daycare was experiencing a water leak on the City side of the meter in a concrete sidewalk. Streets, Parks, and Water crew worked hand in hand to remove old sidewalk, relocated meter box and repour sidewalk. Mission accomplished!
- 6-7-2017/ The last remaining double sidewalk on Eggleston was removed. Chocolate loam was brought in and sod was laid on top.
- 6-8-2017/ Parks crew brought in loam to Jennie Lane Park and leveled out low areas around the pavilion and laid sod on top. Eliminated areas where water would stand after a rain.
- 6-13-2017/ Streets crew removed and replaced asphalt failure in Presidential Glen on Calvin Coolidge St. Total of 2 yards of asphalt and 4 yards of road base.
- 6-14-2017/ Striped Police Departments back parking lot and added in brand new handicap markings on the asphalt.
- 6-14-2017/ The Streets crew has been planning to restripe some of downtown's high populated areas. The Streets crew began the process of restriping existing parking spots and even new designed parking spaces. In the new designed parking plan cross walks are being added and parallel parking. There are plenty of more parking spaces that need to be striped. It will continue to be on our priority list to complete.
- 6-21-2017/ The Public Works division has always had a vision of how all material needs to be stored. Our division is always in need for road base, sand, and loam. We decided as a department we wanted to contain this material in a neat and organized way. 56 concrete blocks were purchased and stacked 2 high to create 3 dividing storage areas. Now when trucks come to deliver material everything is contained and separated neatly at the Public Works Utility building. We also installed a small landscape around the Public Works Building to enhance the look of the building.
- 6-22-2017/ 3 of City staff had the opportunity to take a trip to the Dallas market and brainstorm ideas on how the City should be decorated for the Christmas Holidays. The market contained holiday stores with multiple holiday ideas and at a discounted rate. The market did give us some ideas that we can utilize for the holidays.
- 6-28-2017/ The Streets crew performed traffic control on Parsons Street. 2 tons of Hot mix asphalt was laid down just east of the old bridge to eliminate the road failure as you enter the City limits.
- For the month of June Robert Easley and his mowing crew have been maintaining all City owned property and City right of way. All mowing sights are being mowed every 2 weeks.
- Frank Salinas and his crew are maintaining Jennie Lane Park, City Hall, Police Department, and Bell Farms Park Trail weekly. Frank's crew are responsible for all beautification projects including chemical applications for weeds, re-mulching, tree trimming, replanting, irrigation repair/install, and facility maintenance.



## **Streets and Parks Monthly Report June 2017**

### **Certifications and Classes**

Buddy Huggins- Obtained Backhoe Certification on 6-15-2017  
Frank Salinas- Obtained Backhoe Certification on 6-15-2017

### **Inspections**

There were no inspections for the month of June.

### **New subdivision Walkthroughs and Pre-con meetings**

Presidential Glen Phase 5 Walk through completed  
6-19-2017/Presidential Heights Phase 2 Pre-con meeting  
6-26-2017/Presidential Glen phase 7 Pre-con meeting  
Pre-con meeting is pre construction meeting before a sub-division is ready to break ground and begin construction work.



## **Wastewater Department Monthly Report June 2017**

For the month of June, the Wastewater Department had 1 service call, 2 repair jobs, 14 maintenance jobs and 1 inspection.

### **Service Calls**

601 N. Lexington St. - sewer back up - jetted City side main and cleared by RM 6-12-17.

### **Repair Calls**

302 W. Wheeler - made a 8" sewer tap and covered by FZ,JN,CD 6-5-17.

302 W. Wheeler - run wastewater 6" service line and covered fished job by FZ,CD,JN 6-6-17.

### **Maintenance**

Sand filter effluent V notch Weir - installed flow gauge by JT,JR 6-1-17.

WWTP - installed program 12 into the DR 850 color meter for cl2 residuals by JT 6-7-17.

Carrie Manor and Bastrop -located wastewater mains and services for H & T Utilities LC by JT 6-7-17.

Bastrop and Brenham -located wastewater mains and services for H & T Utilities LC by JT 6-7-17.

Lexington and Brenham -located wastewater mains and services for H & T Utilities LC by JT 6-7-17.

West Elevated tower to Bastrop St -located wastewater mains and services for H & T Utilities LC by JT,JN 6-8-17.

Brenntag - ordered 6 bottles 150 lab of CL2 for WWTP by JT 6-8-17.

Brenntag - ordered hydrogen peroxide for Presidential Glen, Bell Farms and Stoneware lift station by JT 6-12-17.

WWTP - grease sand filter bridge and check oil levels by JR,RM 6-16-17.

stone water Lift Station - located wastewater main for Kitchen Table solutions construction by JT 6-20-17.

100 S. Lampasas - called locates to so we can make a new sewer tap by FZ 6-21-7.

stoneware Lift Station - replaced phase monitor relay with new one by JT 6-21-17.

110 S.Lampasas - made a new 6" sewer tap by TM,CD,FZ, 6-23-17.

WWTP - Scada system called James Torres with high sand filter alarm, reset sand filter bridge all is good by JT 6-25-17.

### **Inspections**

Shadowview - Vacuumed test manholes and pressure test mains by RM 6-17-17.



## Water Department Monthly Report June 2017

For the month of June, the Water Department had 48 service calls, 11 repair jobs, 11 maintenance jobs, 2 inspections, installed 90 new digital meters for Route 2, and flushed all dead-end mains.

**Service calls include:** low water pressure calls, meter leaks, line locates, disconnect water services, connect water services, and meter change outs.

### Repairs Calls

Creative World Learning Center US 290 Suite B Building meter -New meter id-53934462 Ecoder-1545490396 by JT,FZ,CD,JN 6-1-17.

Creative World Learning Center US 290 Suite B Irrigation meter -New meter id-53868243 Ecoder-1544461360 by JT,FZ,CD,JN 6-1-17.

11405 Marshall - repaired a broken curb stop notified customer by RM,TM 6-6-17.

401 E. Eggleston - meter leak -replaced meter seals by RM,CD 6-8-17.

501 North Caldwell- replaced broken curb stop by RM,CD,TM 6-8-17.

11814 Navasota - repaired a broken 3/4 curb stop by RM,DS 6-12-17.

607 E. Wheeler- repaired broken curb stop by TM,CD 6-14-17.

310 S. Burnet -repaired a 3/4 water service line break by FZ,CD,TM 6-15-17.

310 west Browning - meter leak - replaced meter seals by RM,CD 6-23-17.

Bastrop and Brenham on North East corner- repaired a 2" main break by JT,JN 6-23-17.

409 N. Burnet - repaired a 1 1/2 main break by TM,CD,RM 6-30-17.

### Maintenance

Bact T samples - took first set of Bac T samples for June 2017 took the samples to aqua tech for testing by RM 6-7-17.

Carrie Manor and Bastrop - located water mains and services for H & T Utilities LC by JT 6-7-17.

Bastrop and Blake Manor -located water mains and services for H & T Utilities LC by JT 6-7-17.

Lexington and Blake Manor-located water mains and services for H & T Utilities LC by JT 6-7-17.

Manville Water- James Torres reported a water main break to Manville water office HWY 290 East .50 mile from east of Bois D' Arch lane by JT 6-8-17.

West Elevated tower to Bastrop St. - located water mains and services for H & T Utilities LC by JT,JN 6-8-17.

Old Hwy 20 (by bus barn at Manor Tech High school) - located water mains and services Joeris General contractors are installing a new lift station for Manor Tech High school. by JT 6-13-17.

11805 Bastrop - seasonal water samples with Antea group by JT 6-20-17.

18320 Maxa Dr.- seasonal water samples with Antea group by JT 6-20-17.

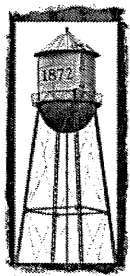
Bac T samples - took second set of Bac t samples for June 2017 took to aqua tech for testing 6-20-17.

100 S. Lampasas- call locates so we can make a new water tap by FZ 6-21-17.

### Inspections

Presidential Heights - start up meeting for phase 2 by JT 6-21-17.

Presidential section 7 - start up meeting for phase 7 by JT 6-30-17.



**CITY OF  
MANOR**  
EST.  1872  
**TEXAS**

AGENDA ITEM NO. 5

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Lydia Collins

DEPARTMENT: Finance

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on acceptance of the unaudited June 2017 Monthly Financial Report

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#### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

June 2017 Monthly Financial Report

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council accept the June 2017 Monthly Financial Report

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

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As of June 2017**

**CASH AND INVESTMENTS**

Unrestricted:

**Cash for operations**

Restricted:

**Tourism**

**Court security and technology**

**Rose Hill PID**

**Customer Deposits**

**Park**

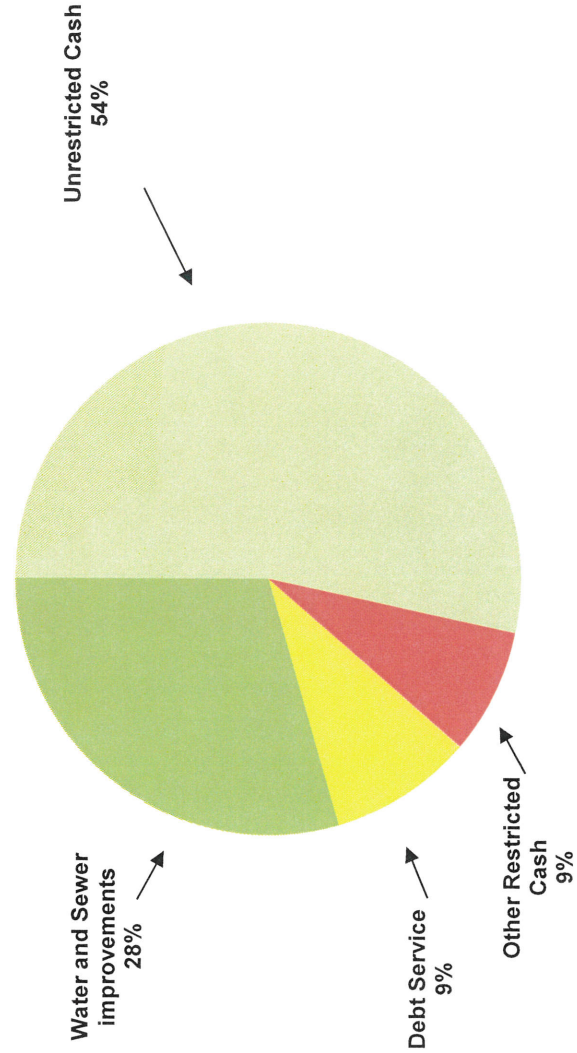
**Debt service**

**Capital Projects**

**Water and sewer improvements**

GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
\$ 2,440,273	\$ 5,683,121				\$ 8,123,394
16,424			519,661		519,661
			196,125		16,424
	479,680				196,125
8,488					479,680
		1,399,488			8,488
			4,487,573		1,399,488
\$ 2,465,185	\$ 6,162,801	\$ 1,399,488	\$ 5,203,359	\$ -	\$ 15,230,833

**TOTAL CASH AND INVESTMENTS**



**Overview of funds:**

\$ 75,354.18 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. 6

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Conduct a second public hearing regarding the annexation of 1,756.97 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.

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#### BACKGROUND/SUMMARY:

On June 7th a resolution was adopted beginning the voluntary and involuntary annexation of approximately 1,756.97 acres and setting public hearing dates of July 12th and July 19th. Notifications were sent to property owners on June 9th along with information regarding a development agreement they could enter into with the City pursuant to Section 43.035 Texas Local Gov't Code. This agreement is available to owners whose land is in an exemption by the Appraisal District, and only applies to that exempt acreage, for a maximum term of three 15-year increments as long as the property remains with an ag exemption. If the property changes use or is subdivided it is considered a petition for voluntary annexation and it would follow standard annexation procedures to be fully incorporated into the City. The land included under the agreement would not be taxed by the City.

PRESENTATION: ☐ YES ☒ NO

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

Overall Annexation Map

Tract listing

Notified Property Owners

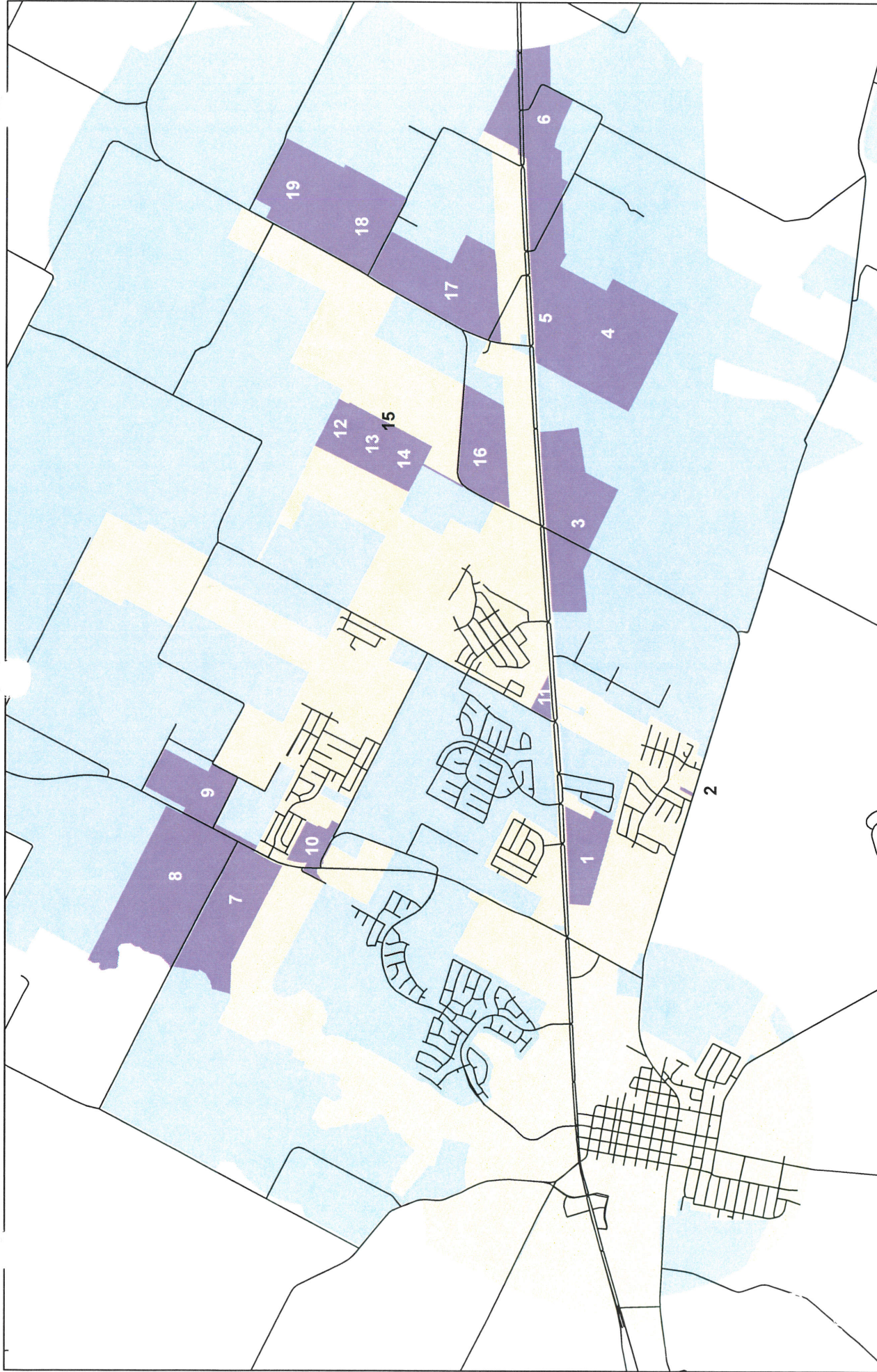
Sample 43.035 Development Agreement

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that a public hearing be held to discuss the proposed annexation of 1,756.97 acres, more or less.

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



Manor ETJ

Current City Limits

Proposed Annexations

+/- 1,756.97 acres

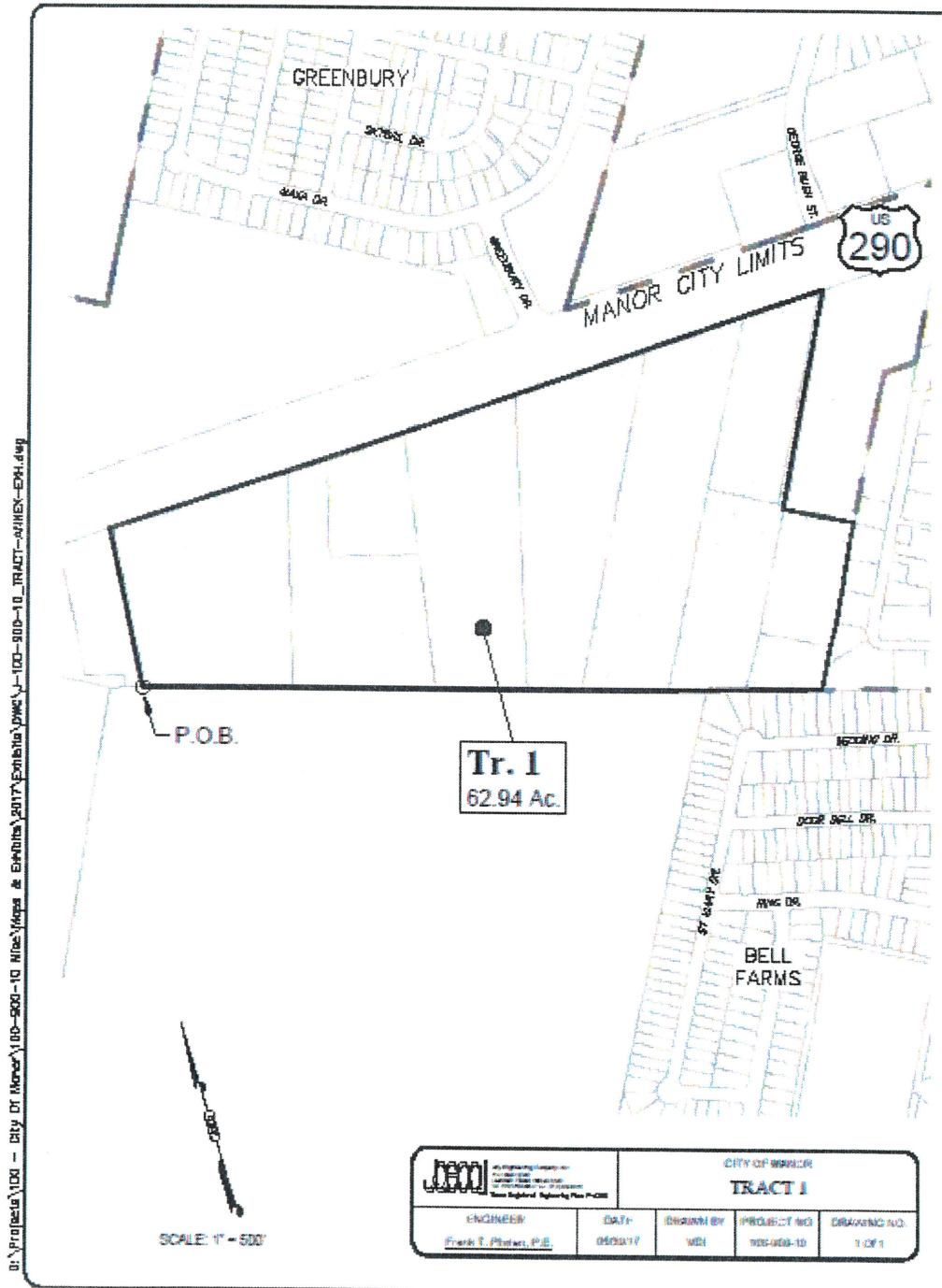


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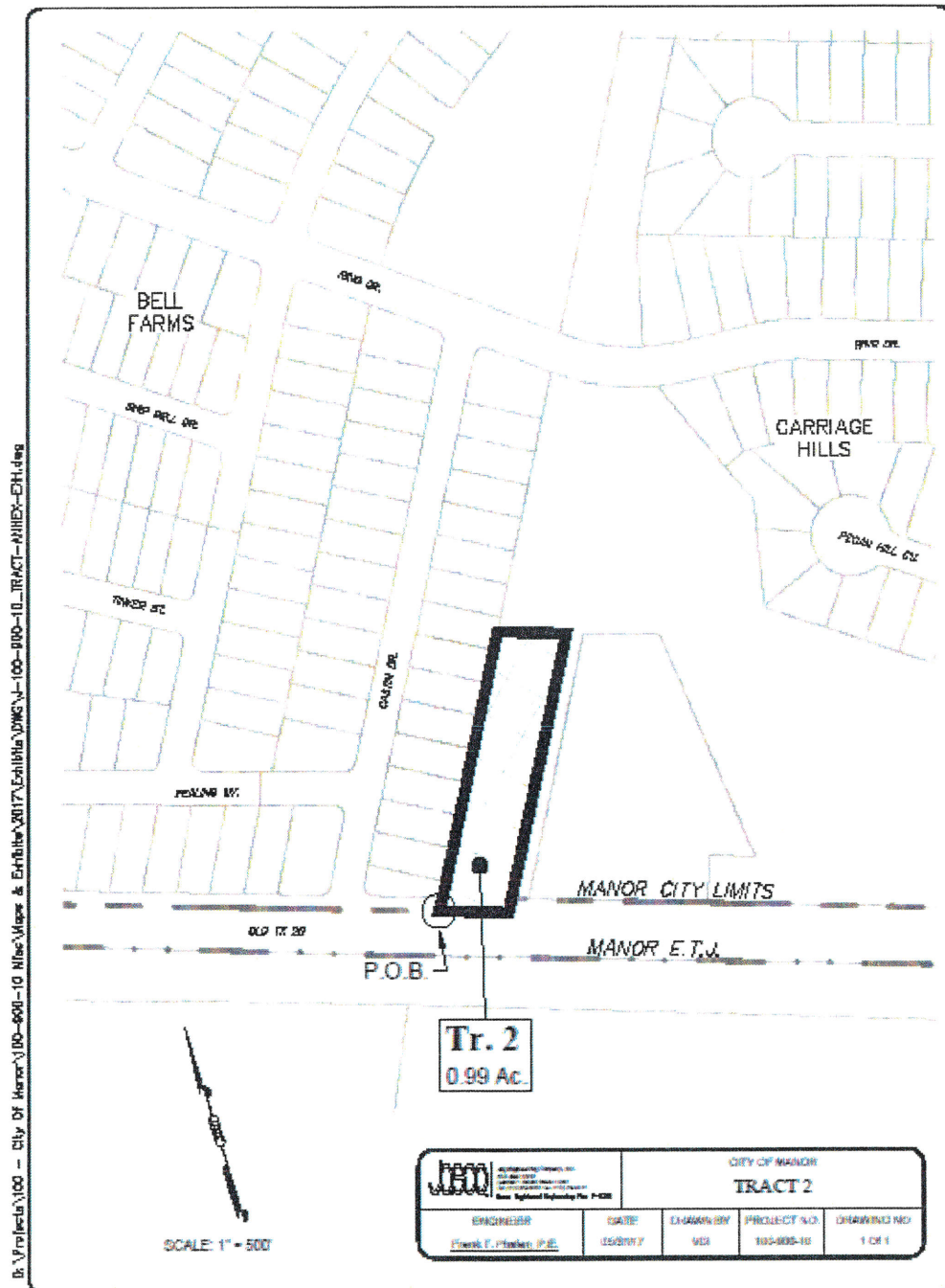
**EXHIBIT "A"**  
**Acreage and Maps**

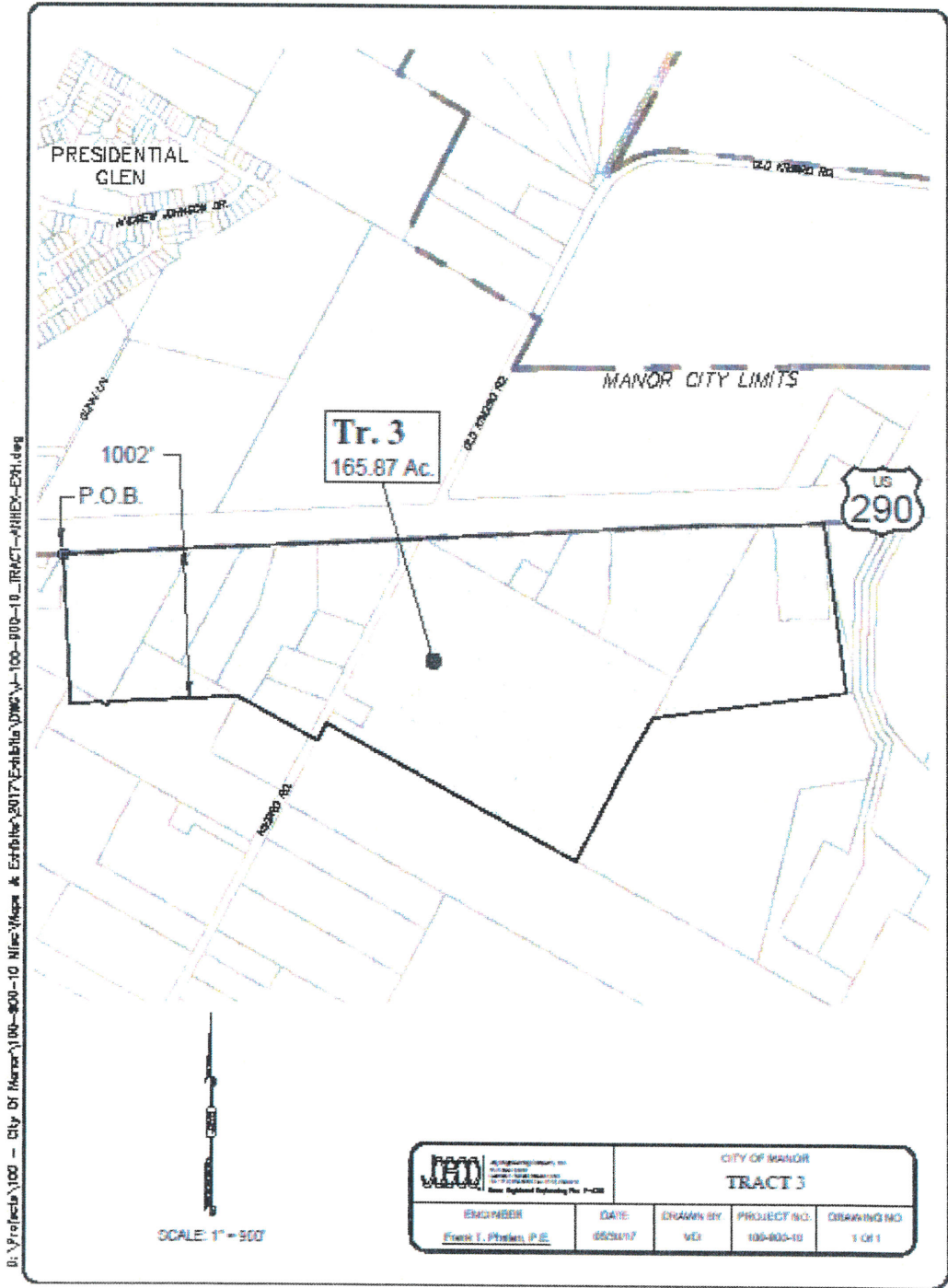
- TRACT 1: (+/- 62.94 Ac.)
- TRACT 2: (+/- 0.99 Ac.)
- TRACT 3: 1,002' Strip (+/- 165.87 Ac.)
- TRACT 4: (+/- 241.52 Ac.)
- TRACT 5: (+/- 30.61 Ac.)
- TRACT 6: 1,002' Strip (+/- 185.85 Ac.)
- TRACT 7: (+/- 134.99 Ac.)
- TRACT 8: 1,002' Strip (+/- 230.50 Ac.)
- TRACT 9: 1,002' Strip (+/- 80.92 Ac.)
- TRACT 10: (+/- 29.66 Ac.)
- TRACT 11: (+/- 8.93 Ac.)
- TRACT 12: (+/- 36.10 Ac.)
- TRACT 13: (+/- 35.61 Ac.)
- TRACT 14: (+/- 35.47 Ac.)
- TRACT 15: (+/- 3.46 Ac.)
- TRACT 16: (+/- 92.12 Ac.)
- TRACT 17: (+/- 165.15 Ac.)
- TRACT 18: 1,002' Strip (+/- 80.79 Ac.)
- TRACT 19: (+/- 135.49 Ac.)

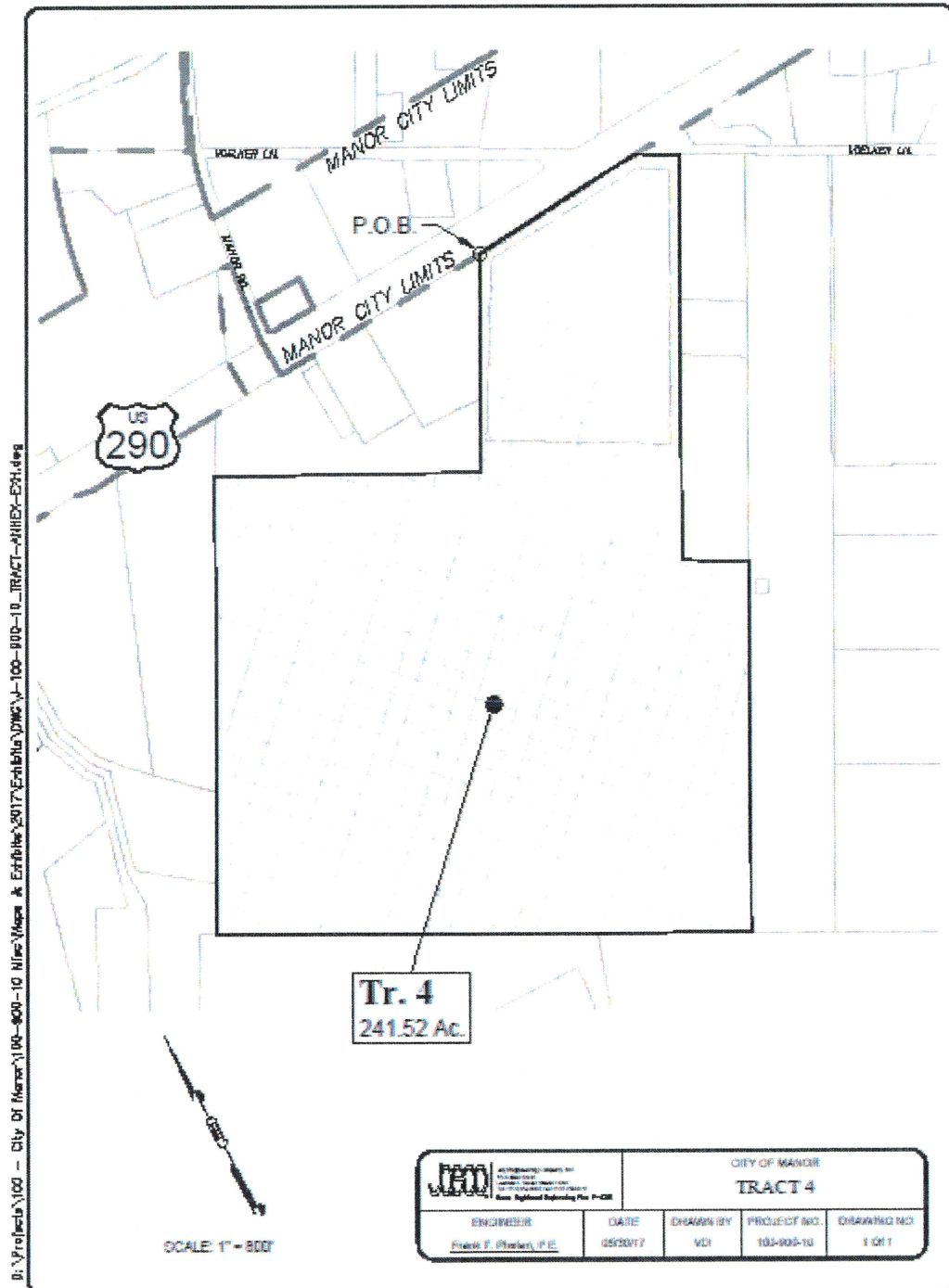
In the event of conflict between the descriptions of the subject properties above and the maps attached hereto as Exhibit "A", the map Exhibit shall control.

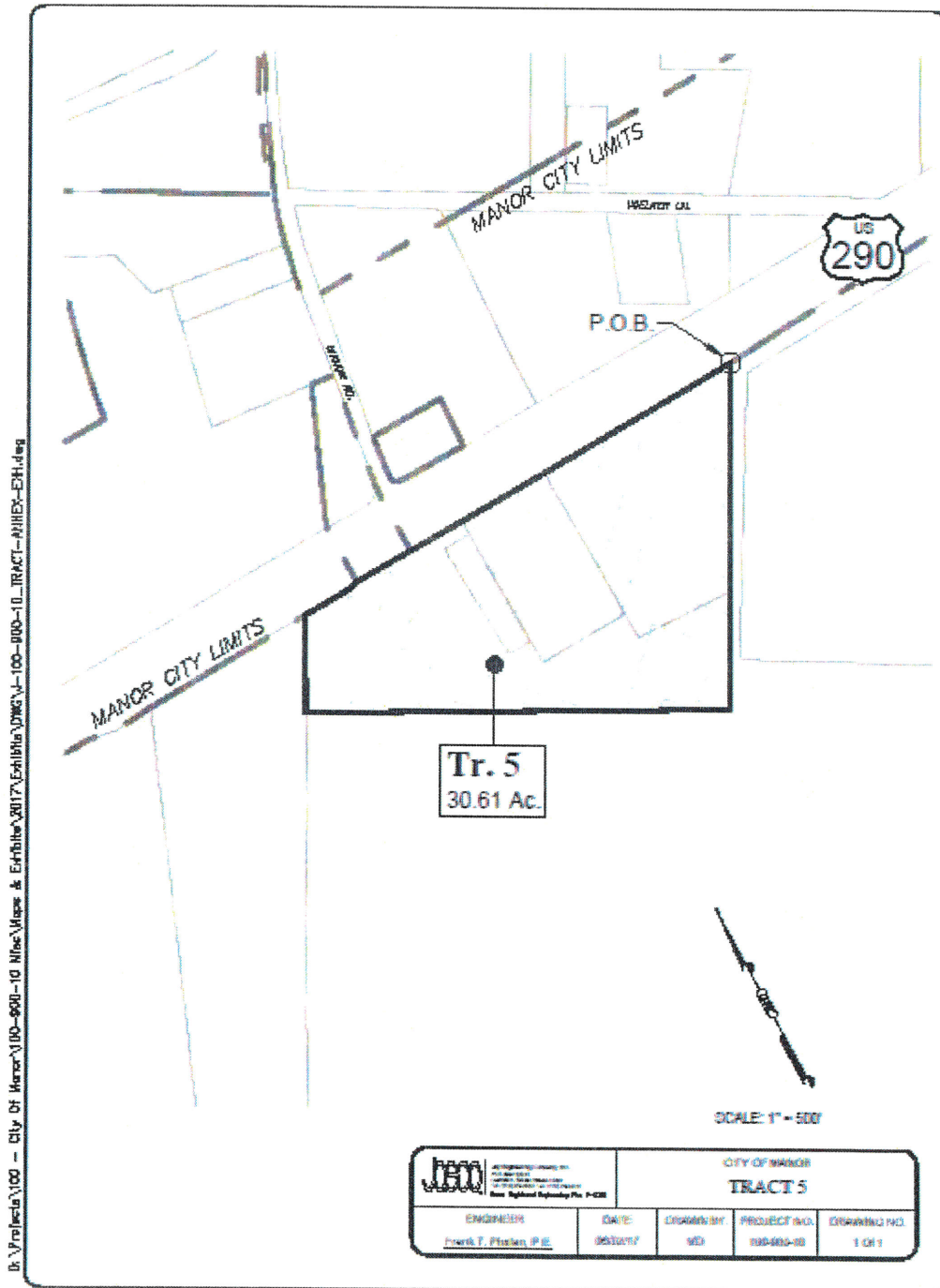


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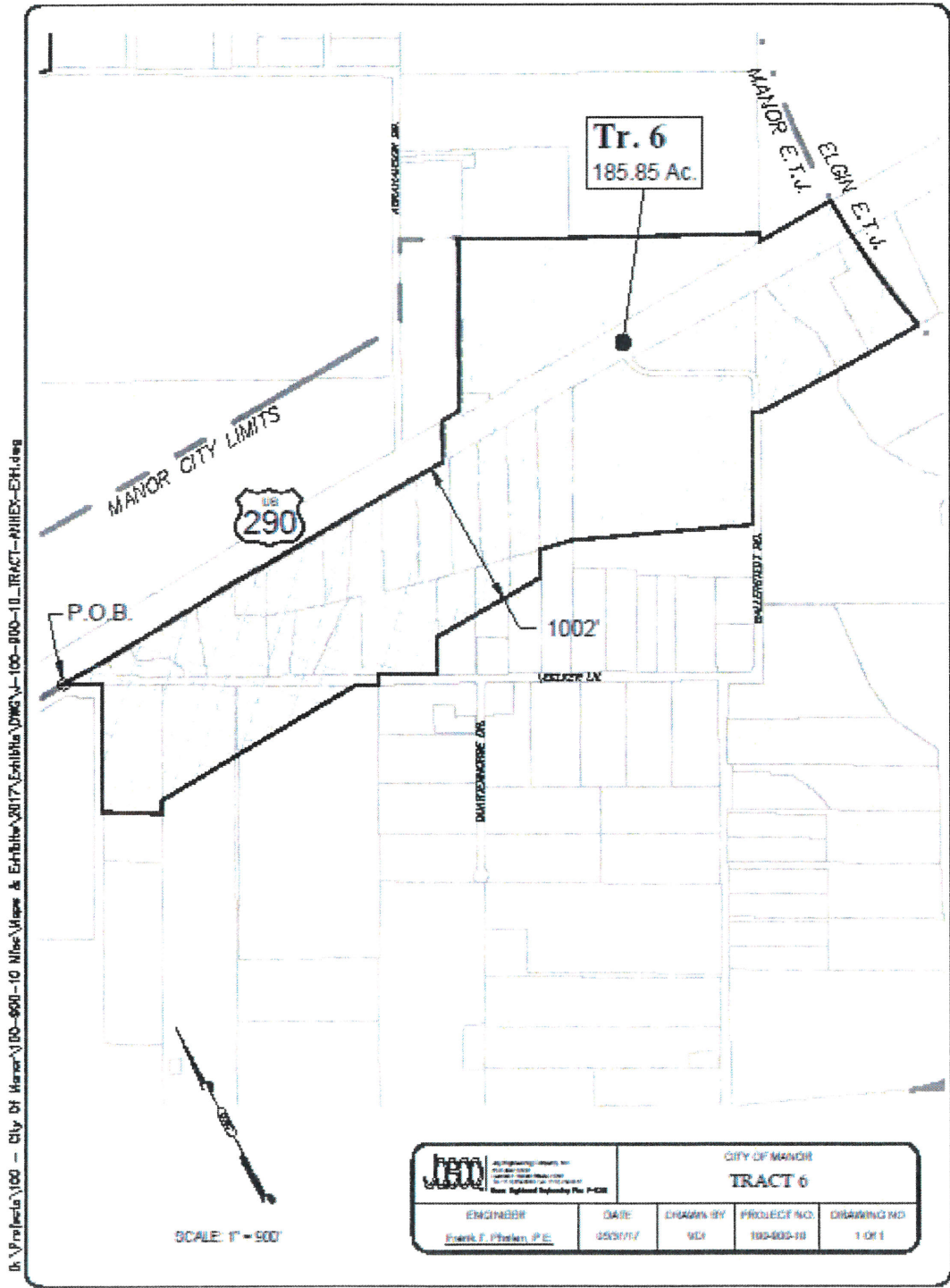


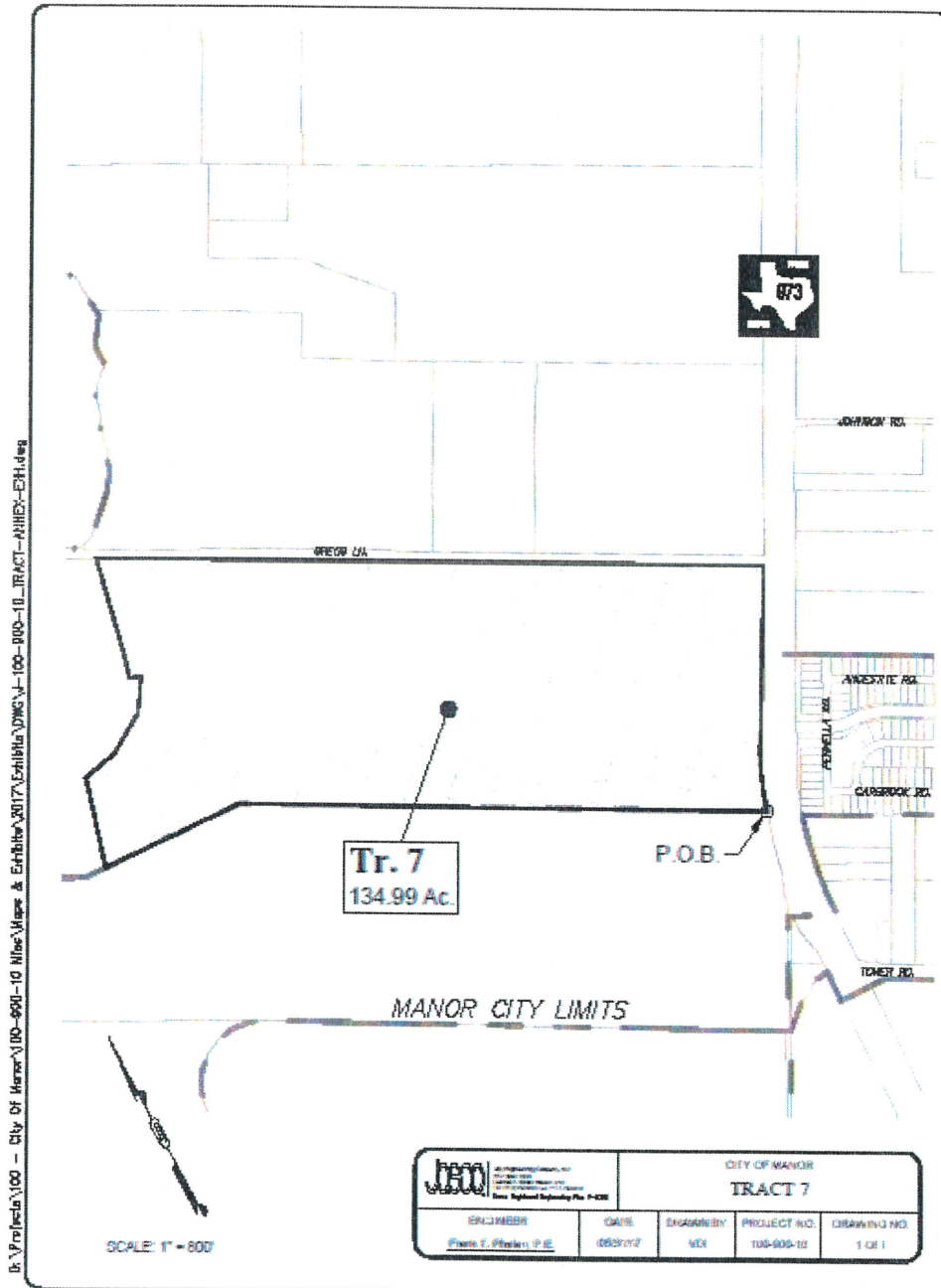




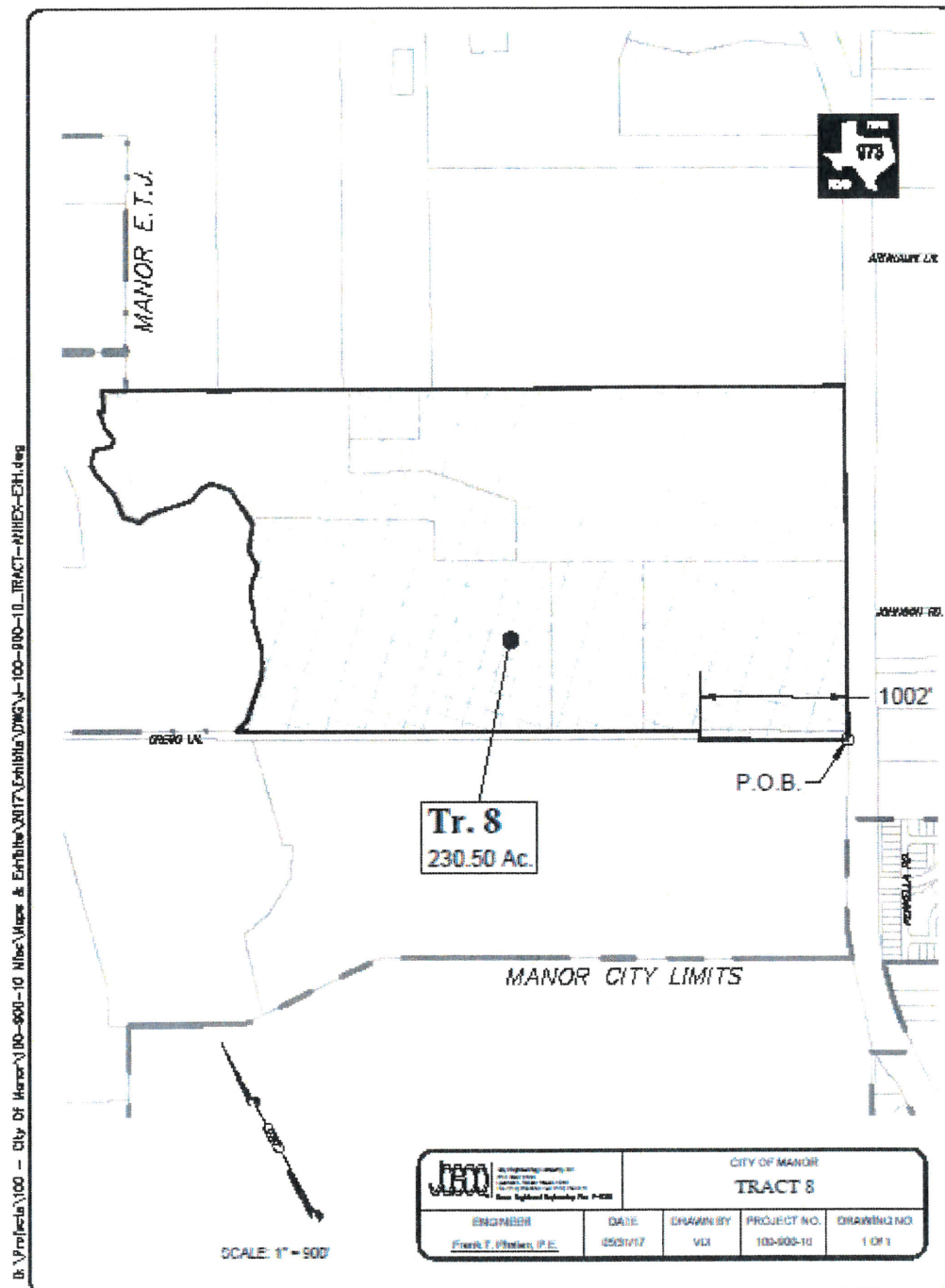


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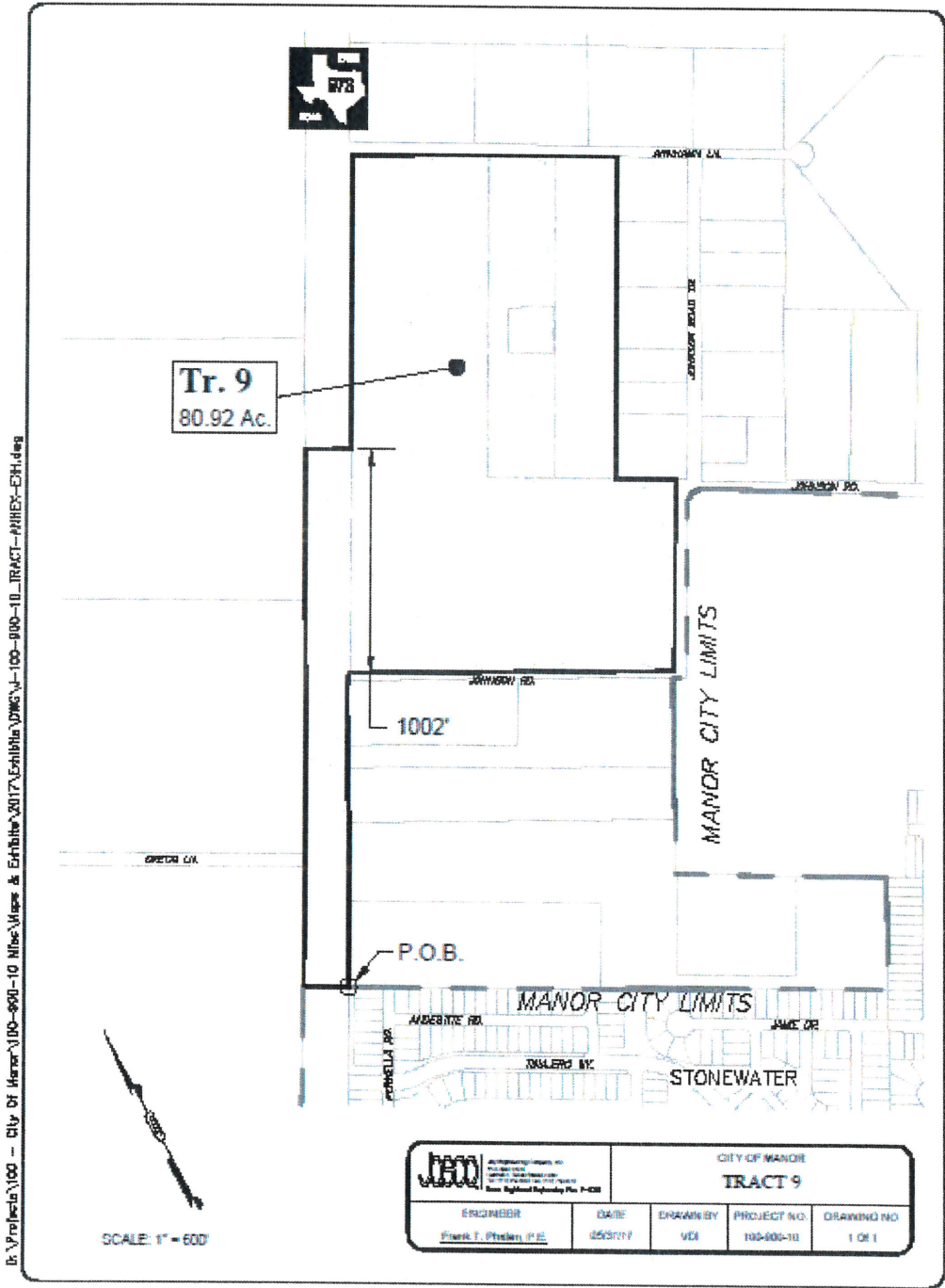


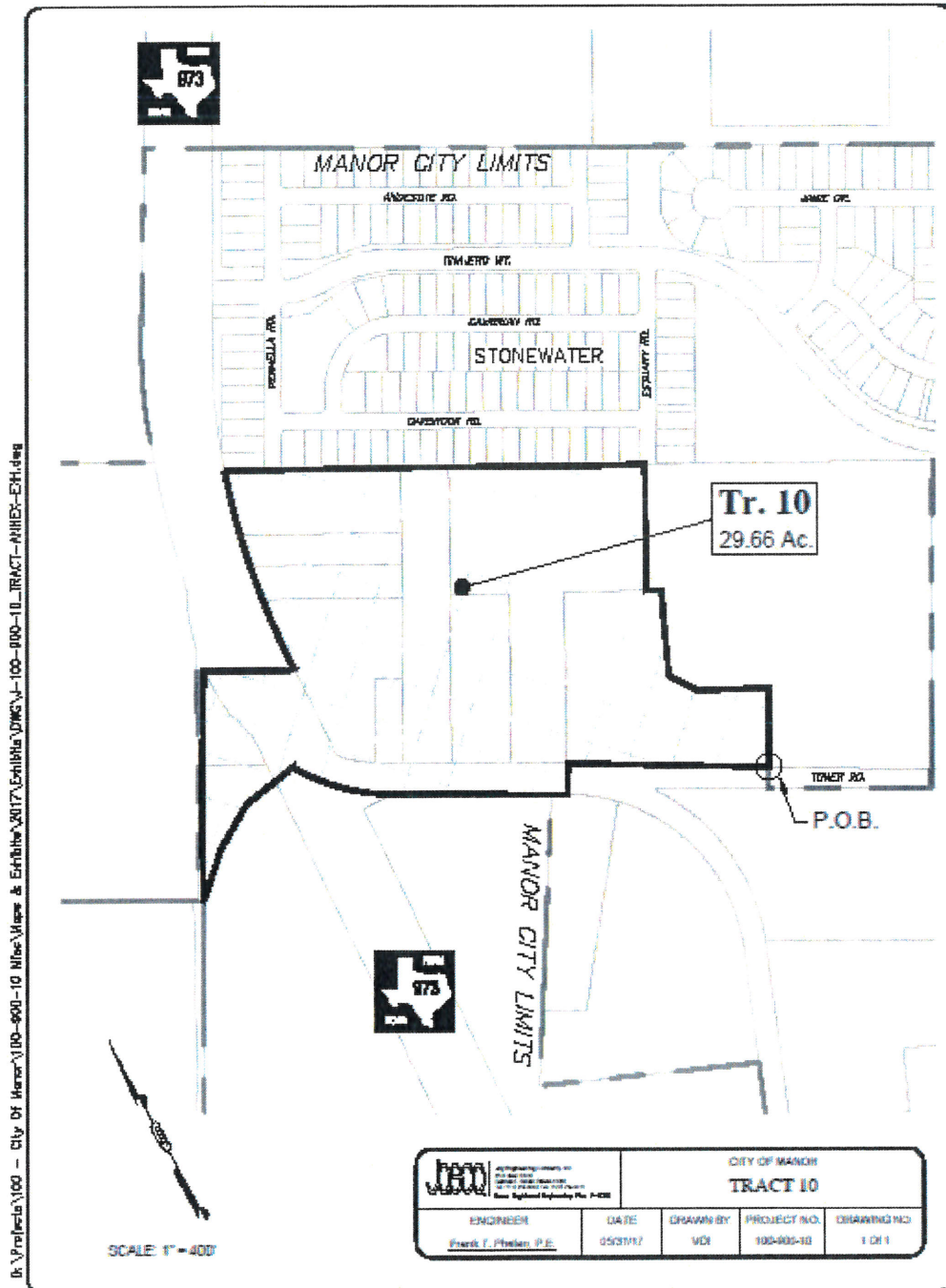


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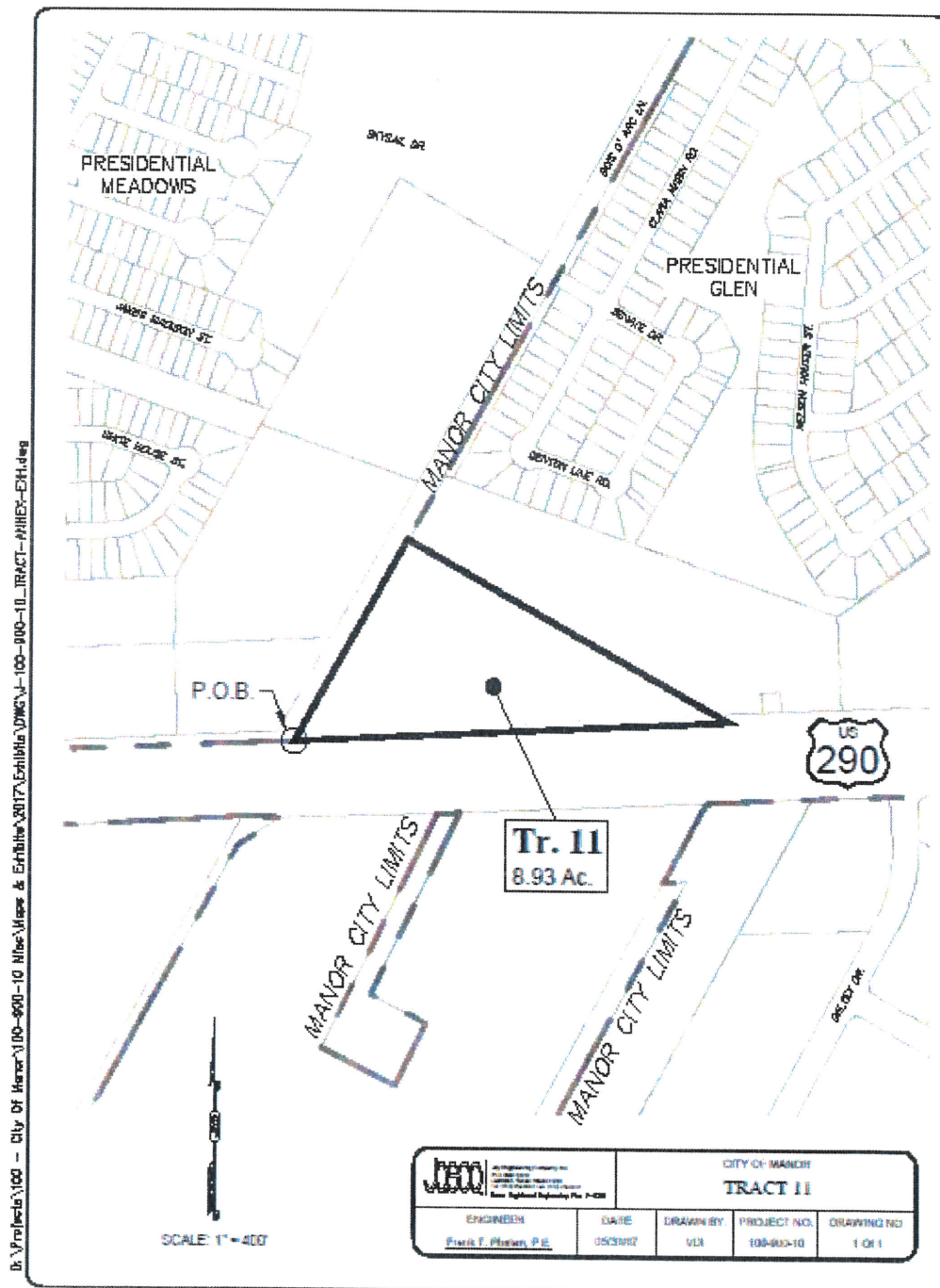


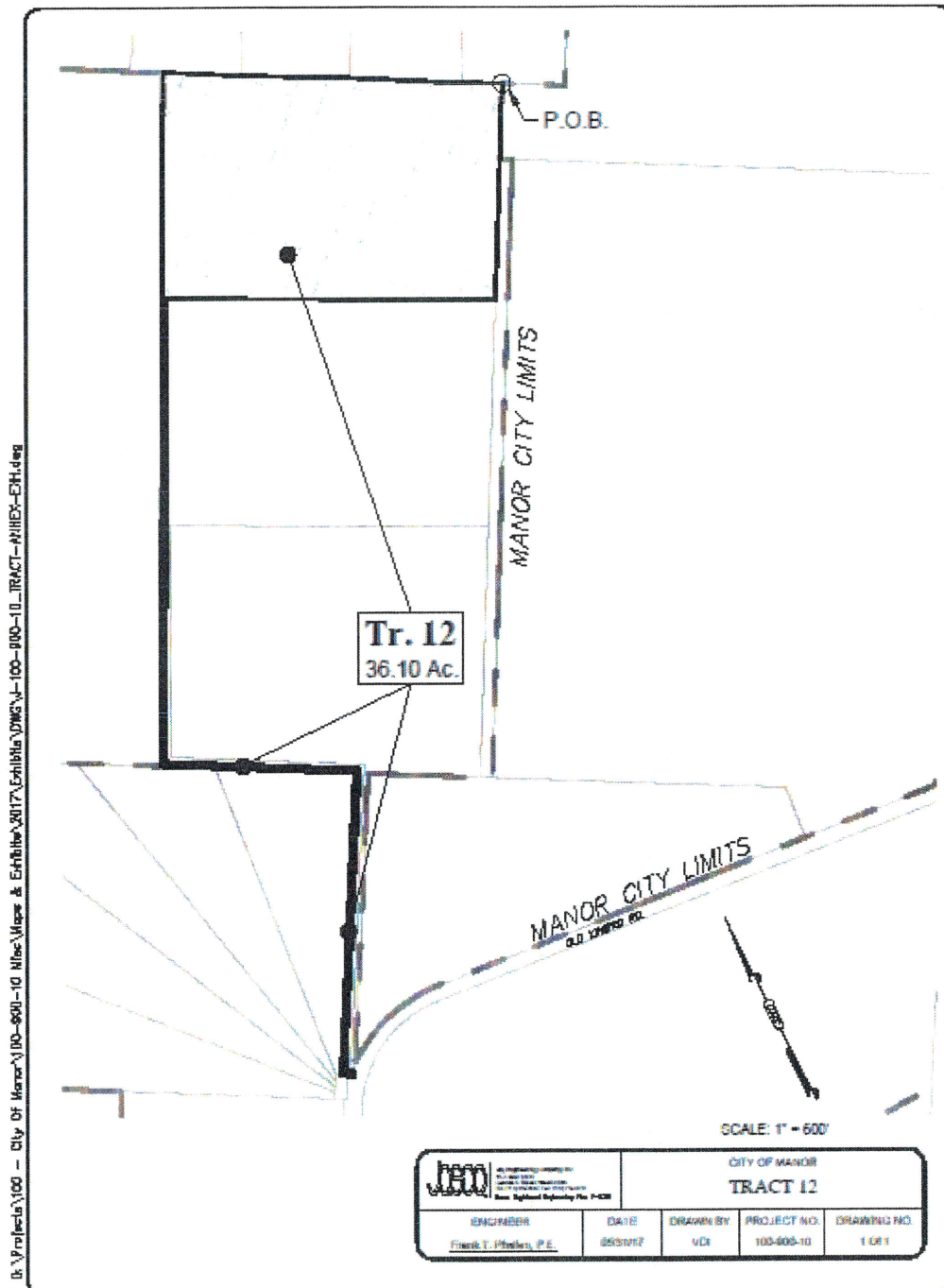
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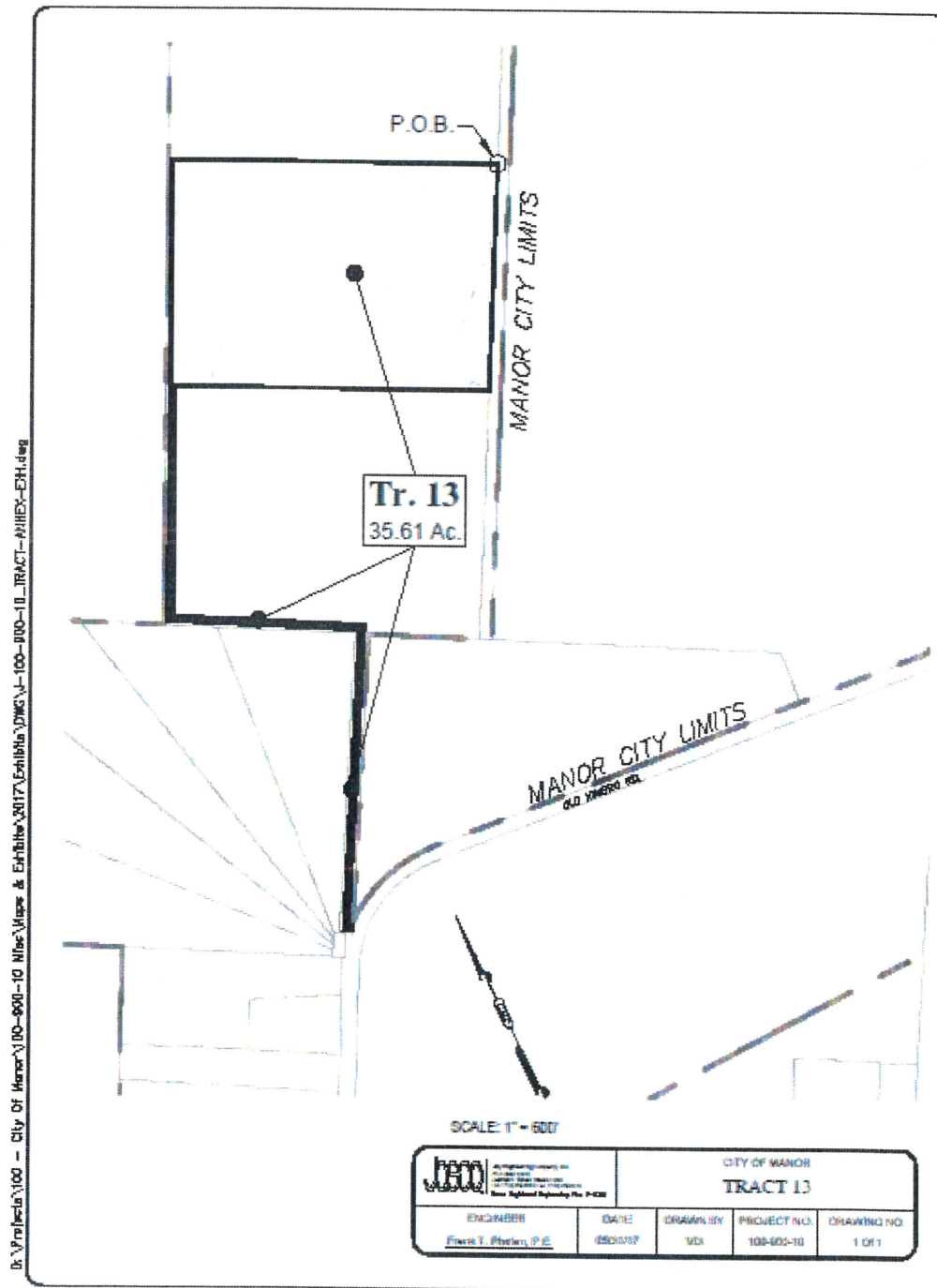


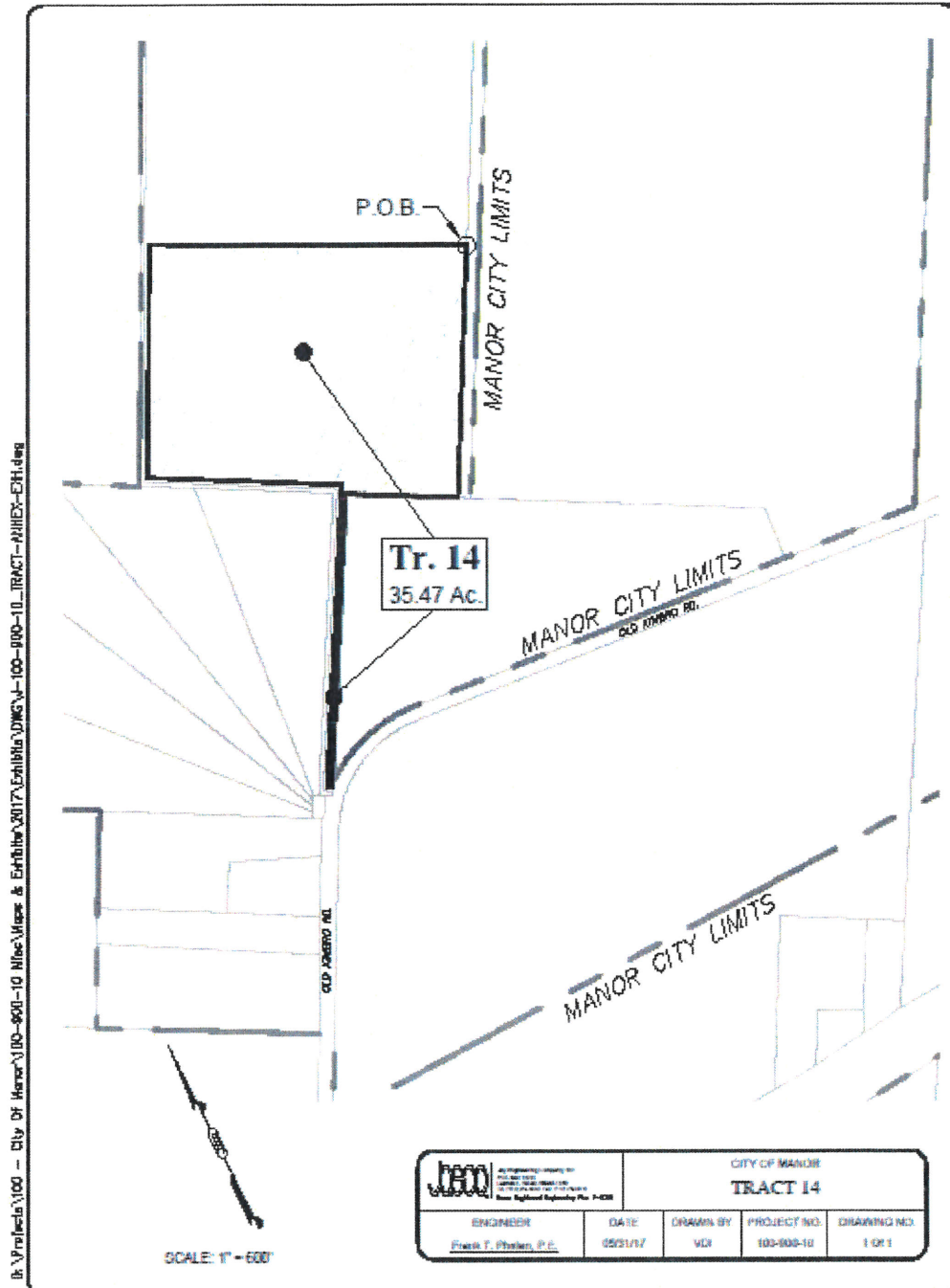


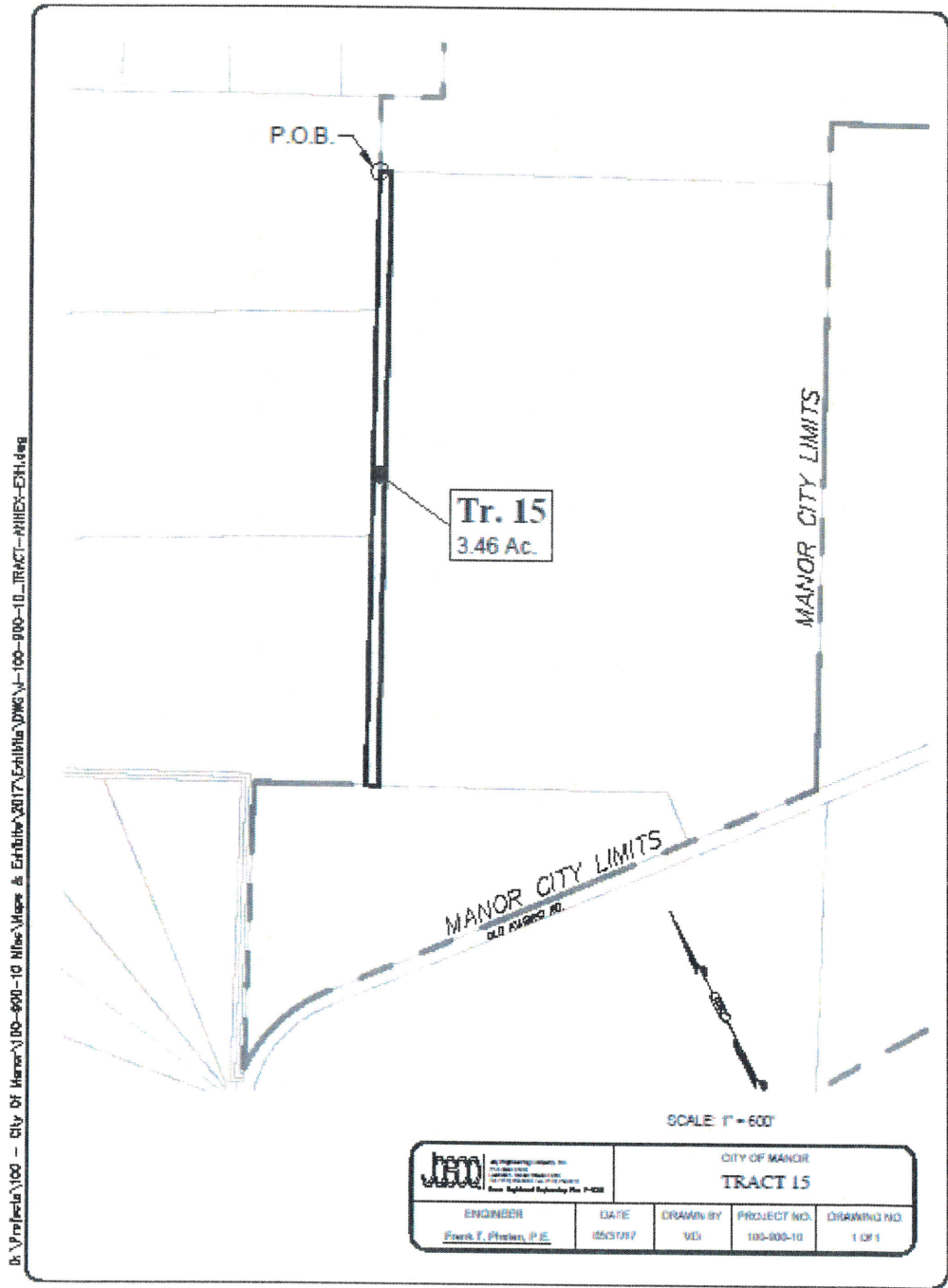
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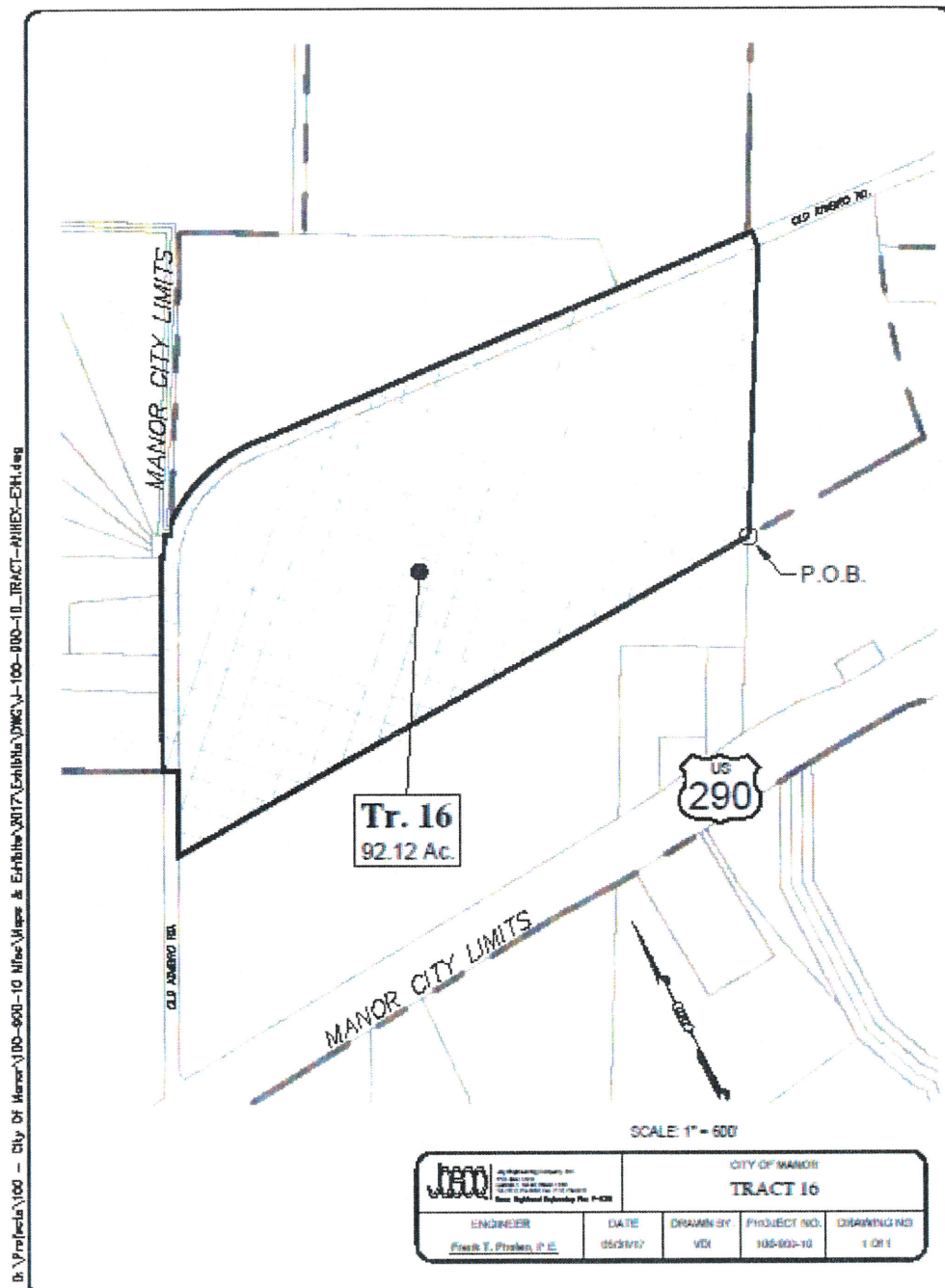


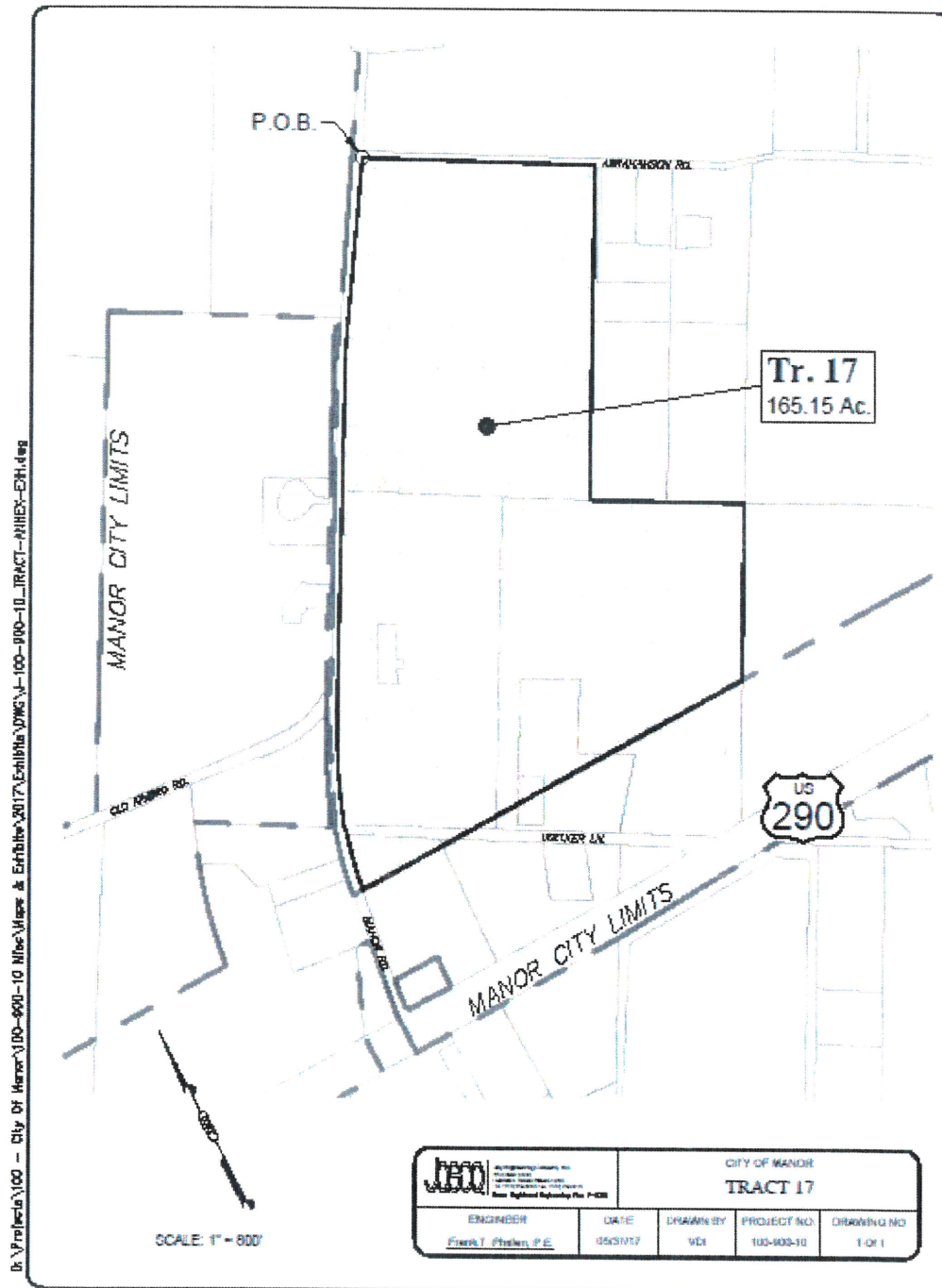


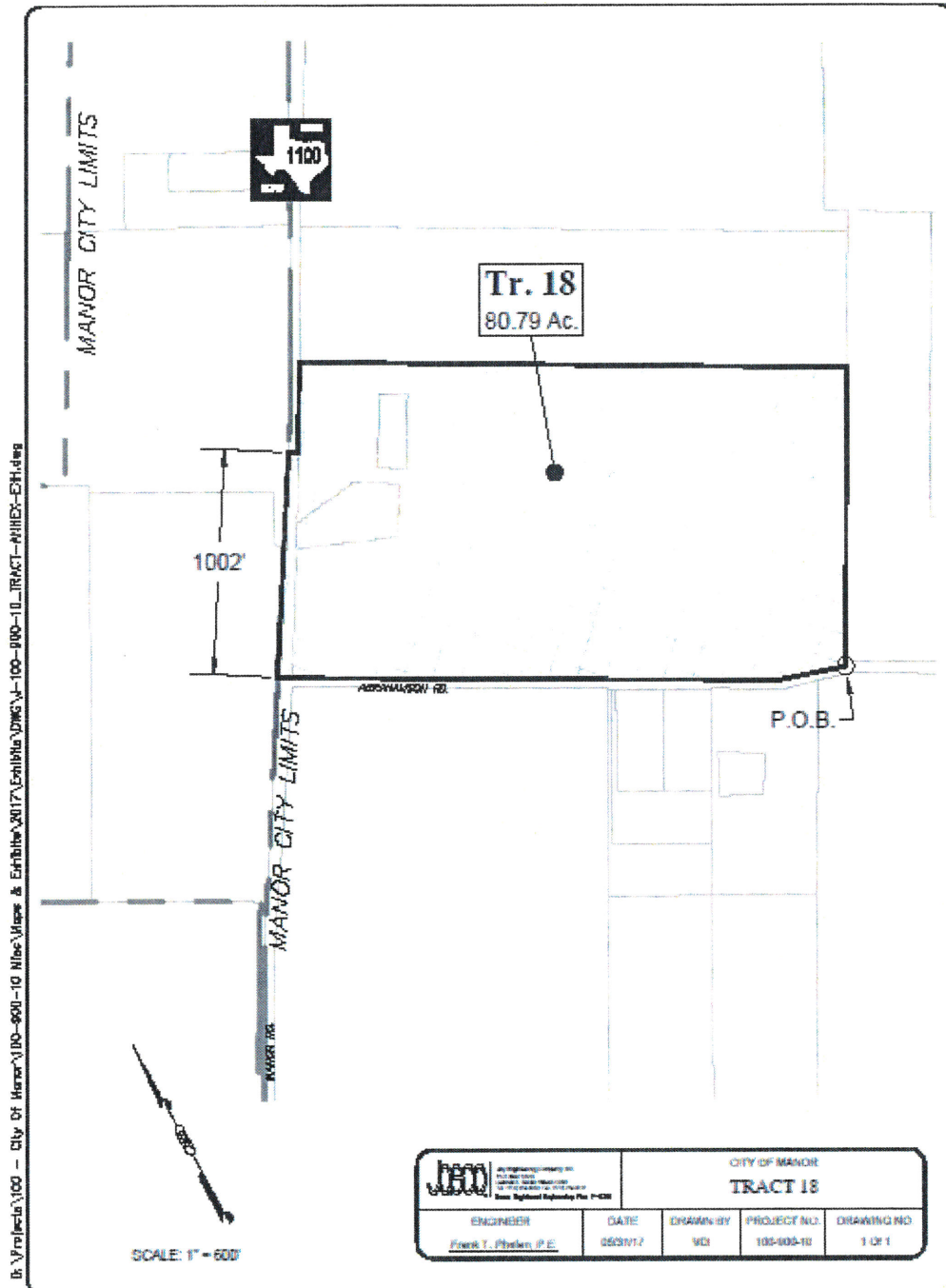


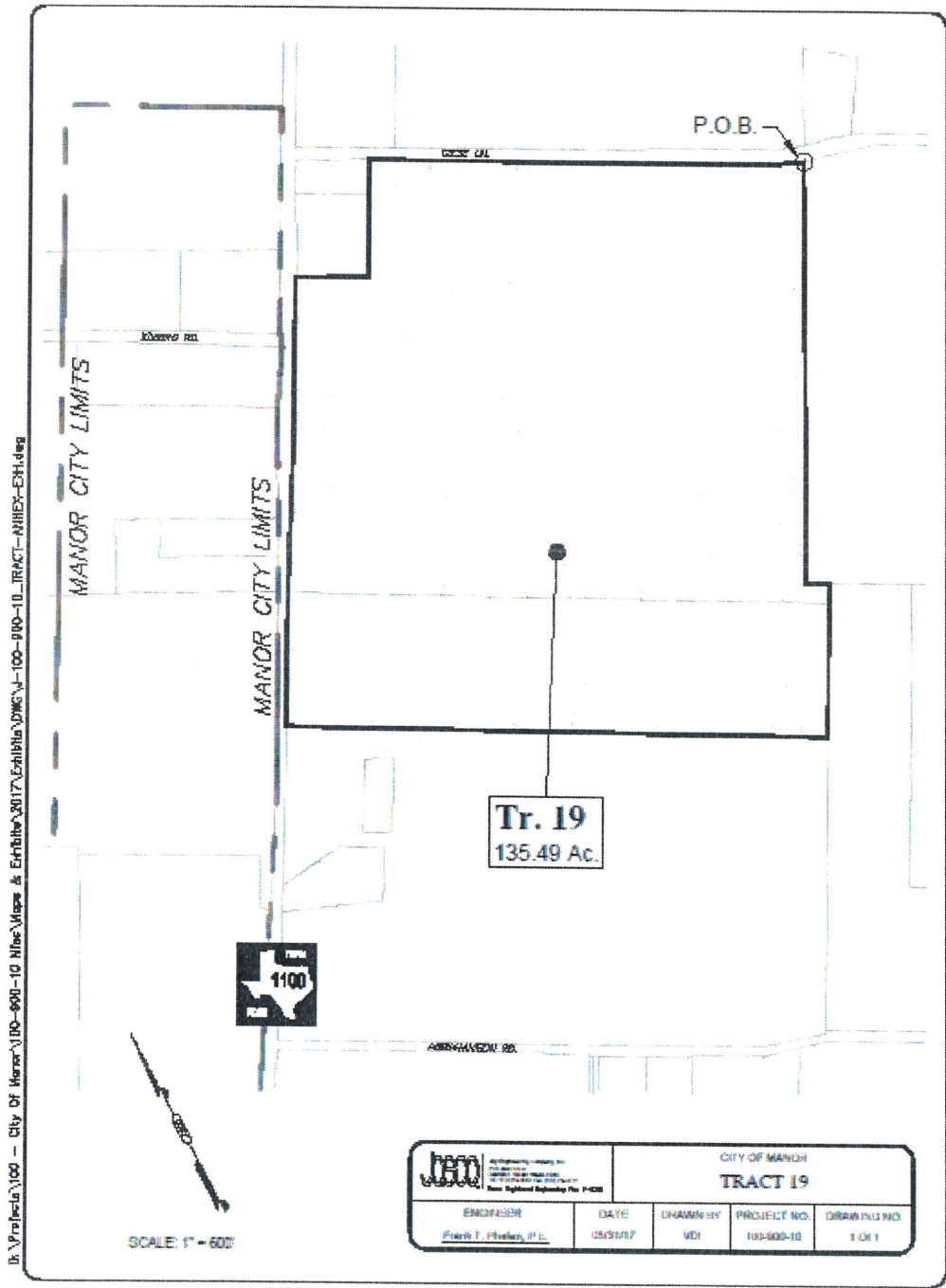












HIBBS ODEEN  
PO BOX 14332  
AUSTIN, TX 78761-4332

CUBE HHF LP  
5 OLD LANCASTER RD  
MALVERN, PA 19355-2132

HARDY REALTY INC EMPLOYEES  
PROFIT SHARING PLAN  
PO BOX 161775  
AUSTIN, TX 78716-1775

RODRIGUEZ RICHARD & MARY L  
12511 US HIGHWAY 290 E  
MANOR, TX 78653-4520

RIVERA MAGARITO JR & JANIE R  
12601 US HIGHWAY 290 E  
MANOR, TX 78653-4520

BLUEBONNET ELECTRIC  
COOPERATIVE INC  
PO BOX 260888  
PLANO, TX 75026-0888

ANDERSON MACHINERY COMPANY  
PO BOX 6330  
CORPUS CHRISTI, TX 78466-6330

BRYANT & FREY CONSTRUCTION  
COMPANY INC  
PO BOX 359  
MANOR, TX 78653-0359

BEAIRD DRILLING CO SERVICES INC  
PO BOX 338  
FENTRESS, TX 78622-0338

BRYANT & FREY CONSTRUCTION  
COMPANY INC  
PO BOX 359  
MANOR, TX 78653-0359

GINSEL STANLEY  
13301 US HIGHWAY 290 E  
MANOR, TX 78653-4508

HESTER HOWARD MARTIN JR  
18965 KUYKENDAHL  
SPRING, TX 77379-3459

MATHEN MATHEN & ANNAMMA  
20108 PANTHER DR  
PFLUGERVILLE, TX 78660-7513

KLATT PROPERTIES LP  
2001 PICADILLY DR  
ROUND ROCK, TX 78664-9511

RICE DAVID  
14215 E HWY 290  
MANOR, TX 78653-4512

REAL PEOPLE HOMES INC  
PO BOX 125  
LEAKEY, TX 78873-0125

MATHIS ROGER C  
1057 HWY 71 W  
BASTROP, TX 78602-3179

JEFFERSON TRIANGLE MARINE LP  
STE 120  
9219 KATY FWY STE 120  
HOUSTON, TX 77024-1513

JEFFERSON TRIANGLE MARINE LP  
STE 120  
9219 KATY FWY STE 120  
HOUSTON, TX 77024-1513

PHAN HOAN VAN & THU THI HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

PHAN HOAN VAN & THU THI HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

TAPIA TOMAS  
12908 OLD KIMBRO RD  
MANOR, TX 78653-4519

CYPRESS BLUFF LLC  
12822 KIMBRO RD  
MANOR, TX 78653

HOAN PHAN VAN & THU T HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

HOAN PHAN VAN & THU T HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

WILLS RONALD  
1953 WINTER DR  
FORT WORTH, TX 76262-8419

CAPITAL AREA YOUTH SOCCER  
ASSOCIATION  
PO BOX 352  
MANOR, TX 78653-0352

CAPITAL AREA YOUTH SOCCER  
ASSOCIATION  
PO BOX 352  
MANOR, TX 78653-0352

VRAZEL GEORGE P & MAE M  
11306 JUNE DR  
AUSTIN, TX 78753-2925

FLORES LLUVIA  
222 LOUETTA  
HOUSTON, TX 77060

JM ASSETS LP  
4203 SPINNAKER CV  
AUSTIN, TX 78731-5130

CENTEX MATERIALS LLC  
3019 ALVIN DEVANE BLVD STE 100  
AUSTIN, TX 78741-7419

JUBY EUGENE & SUE ELLEN  
PO BOX 529  
MANOR, TX 78653-0529

JUBY EUGENE & SUE ELLEN  
PO BOX 529  
MANOR, TX 78653-0529

JOHNSON WILLIAM S JR & JULIA  
804 MONTERREY PL  
AUSTIN, TX 78753-2307

LOF ERIC CARL  
15515 VOELKER LN  
ELGIN, TX 78621-9622

PTT INVESTMENTS LLC  
1221 LAUREL OAK TRL  
PFLUGERVILLE, TX 78660-3428

COTTONWOOD ESTATES LLC  
THOMAS T SMITH  
4109 FARHILLS DR  
AUSTIN, TX 78731-2811

PHAN HOAN VAN & AN BINH PHAN &  
VINH HOANG TRUONG  
11605 AUSTEX ACRES LN  
MANOR, TX 78653-3649

WERNER GEORGE W III  
15609 US HWY 290 E  
ELGIN, TX 78621-4107

NAVARRO JUAN JR & JUAN SR  
PO BOX 233  
MANOR, TX 78653-0233

FARMER JERRY R JR  
15905 HIGHWAY 290 E  
ELGIN, TX 78621-4127

NEHRING LISA  
13022 JACOBSON RD  
MANOR, TX 78653-3716

SOSA JOSE G  
15700 VOELKER LN  
ELGIN, TX 78621-4129

MERCER JAMES WILLIE  
15710 VOELKER LN  
ELGIN, TX 78621-4129

SCHULTZ TIM & LISA  
15800 VOELKER LN  
ELGIN, TX 78621-4114

AMOS BRENT W & PATRICIA ANN  
SERENITY RANCH  
15812 VOELKER LN  
ELGIN, TX 78621-4114

AMOS BRENT W & PATRICIA ANN  
SERENITY RANCH  
15812 VOELKER LN  
ELGIN, TX 78621-4114

FARMER LOUISE & CHARLES OMAN  
15819 HIGHWAY 290 E  
ELGIN, TX 78621-4131

FARMER JERRY R JR & BELINDA CLARK  
15905 HIGHWAY 290 E  
ELGIN, TX 78621-4127

GARCIA TIMOTHY & ESTELLA L  
15916 VOELKER LN  
ELGIN, TX 78621-4111

KERLIN JIMMY R & BRENDA J  
16000 VOELKER LN  
ELGIN, TX 78621-4106

STATEN ALAN & LIANNE C  
16010 VOELKER LN  
ELGIN, TX 78621-4106

LINVILLE LLC  
1100 N AVENUE F  
ELGIN, TX 78621-1035

PHAN HAI VAN  
7205 CURPIN CV  
AUSTIN, TX 78754-5781

PHANTASTIC ENDEAVOR LLC  
336 RIO VISTA DR  
CIBOLO, TX 78108-4222

WORD OF LIFE MINISTRY TEXAS  
16023 E U S HWY 290  
ELGIN, TX 78621-4207

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749-2301

ALAMO CONCRETE PRODUCTS LTD  
PO BOX 34210  
SAN ANTONIO, TX 78265-4210

BRYANT CRAIG T  
PO BOX 1534  
BROWNWOOD, TX 76804-1534

BRYANT CRAIG THOMAS & SHAY  
CULLEN & JEFFREY BRUCE BRYANT  
130 AYLESBURY HILL ST  
SAN ANTONIO, TX 78209-5442

POOLE KENNETH R SR  
104 LIGHTFOOT CT  
HUTTO, TX 78634-4500

16421 HWY 290 LAND LLC  
PO BOX 1643  
BUDA, TX 78610-1643

WILLOW CREEK RV PARK  
AND STORAGE LLC  
PO BOX 1643  
BUDA, TX 78610-1643

PAYNE JOHN THURMAN ET AL  
% RUSSELL T THURMAN  
2303 CAMINO ALTO  
AUSTIN, TX 78746-2404

UNITED STATES OF AMERICA  
DEPT OF TRANSPORTATION  
CENTRAL LOGISTICS SERVICE AREA  
2601 MEACHAM BV  
FT WORTH, TX 76137-4204

BOARD OF TRUSTEES OF THE MANOR  
INDEPENDENT SCHOOL DISTRICT  
10335 US HIGHWAY 290 E  
MANOR, TX 78653-4686

CARRILLO FAMILY PARTNERSHIP ETAL  
% ALEXANDRA CARRILLO  
14812 FM 973 N  
MANOR, TX 78653-3540

LUTZ JAMES T & ALEXANDRA CARRILLO  
14812 FM 973 N  
MANOR, TX 78653-3540

MANOR INDEPENDENT  
SCHOOL DISTRICT  
PO BOX 359  
MANOR, TX 78653-0359

AQUA WATER SUPPLY CORP  
ATTN: PROP TAX DEPT  
PO BOX P  
BASTROP, TX 78602-1989

WOLF GERALDINE & EDWARD  
2868 COUNTY ROAD 267  
CAMERON, TX 76520-4936

L4S LLC  
PO BOX 27791  
AUSTIN, TX 78755-7791

L4S LLC  
PO BOX 27791  
AUSTIN, TX 78755-7791

L4S LLC  
PO BOX 27791  
AUSTIN, TX 78755-7791

ESTRADA GILBERTO A & MARIA D  
14411 FM 973 N  
MANOR, TX 78653-3538

LUNA MIGUEL  
17905 CUTBACK DR  
MANOR, TX 78653-4655

DE JESUS-MARTINEZ IGNACIO ETAL  
14405 N FM 973  
MANOR, TX 78653

VOELKER STANLEY D & SANDRA K  
14401 FM 973 N  
MANOR, TX 78653

VOELKER WELDING & CONSTRUCTION  
14401 FM 973 N  
MANOR, TX 78653

VOELKER STAN & RALPH REINHARDT  
14401 FM 973 N  
MANOR, TX 78653

KST PROPERTIES LTD  
40 LA JOLLA CIR  
MONTGOMERY, TX 77356-5336

VOELKER WELDING & CONSTRUCTION  
14401 FM 973 N  
MANOR, TX 78653

KST PROPERTIES LTD  
40 LA JOLLA CIR  
MONTGOMERY, TX 77356-5336

VELASQUEZ HENRIETTA B  
14315 OLD MANOR TAYLOR RD  
MANOR, TX 78653-3598

VELASQUEZ ROY C  
14301 OLD MANOR TAYLOR RD  
MANOR, TX 78653-3598

TIMMERMAN PROPERTIES INC  
115 FRANKLIN BLVD  
AUSTIN, TX 78751-1207

LEAKE WILLIAM R & ERICA S  
7401 NEZ PERCE TRCE  
MANOR, TX 78653-9634

LOSCHIAVO DENISE MARIE PILOTTE  
13356 OLD KIMBRO RD  
MANOR, TX 78653-4511

WILLIAM R & ERICA LEAKE  
7401 NEZ PERCE TRACE  
MANOR, TX 78653

NAGLE JOHN WARE ETAL  
8409 BLUSH RD NW  
ALBUQUERQUE, NM 87120

JUANITA & WILLIAM CLARK MEIER  
1207 MOUNTAIN VIEW DR  
PFLUGERVILLE, TX 78660-3876

PURTLE HERBERT GUY  
13105 FM 1100  
MANOR, TX 78653-4528

SHULTZ TERRY LEE  
15201 VOELKER LN  
MANOR, TX 78653-4521

HOWARD & WILLELLA LUNDGREN  
13405 FM 1100  
MANOR, TX 78653-4516

HOWARD & WILLELLA LUNDGREN  
13405 FM 1100  
MANOR, TX 78653-4516

HOWARD & WILLELLA LUNDGREN  
13405 FM 1100  
MANOR, TX 78653-4516

LESTER C NELSON  
959 JEFFERSON AVE  
SEGUIN, TX 78155-6241

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749-2301

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749-2301

LIND MARY ANN  
2219 SUMMER GARDENS LN  
KATY, TX 77493

DAVID GING  
15108 VOELKER LN  
MANOR, TX 78653-4538

DAVID & LENA GING  
15108 VOELKER LN  
MANOR, TX 78653-4538

JASON TREY & RACHEL LYNNE SAMSEL  
13923 FM 1100  
MANOR, TX 78653-3918



Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Residential, (District "R-1") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's request to that the City annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
  - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor  
Attn: City Manager  
P.O. Box 387  
Manor, Texas 78653-0387

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Owner (s)**

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

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

**City of Manor, Texas**

\_\_\_\_\_  
Rita Jonse, Mayor

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

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

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

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

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

**BEFORE ME** the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public - State of Texas



CITY OF  
**MANOR**  
EST.  1872  
TEXAS

AGENDA ITEM NO. 7

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a second reading of a draft municipal service plan for the annexation of 1,756.97 acres of land, more or less, adjacent and contiguous to the city limits and being located in Travis County.

---

#### BACKGROUND/SUMMARY:

This is the second reading of the draft municipal service plan that outlines what entities will provide utility service to property upon annexation.

PRESENTATION: ☐ YES ☒ NO

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

Draft Service Plan

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the second reading of the draft municipal service plan.

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

## **EXHIBIT "B"**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**WHEREAS**, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

**WHEREAS**, the owner(s) of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

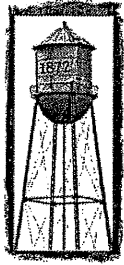
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



CITY OF  
**MANOR**  
EST.  1872  
TEXAS

AGENDA ITEM NO. <sup>8</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible on a resolution setting a public hearing date on the proposed amendments to the Community Impact Fee, and providing for open meetings and other related matters.

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#### BACKGROUND/SUMMARY:

This is resolution for a public hearing on the water and wastewater impacts fees proposed by the Community Impact Fee Advisory Committee. The date of the meeting is at the regularly schedule City Council meeting on September 6th.

PRESENTATION: ☐ YES ☒ NO

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

Resolution

CIF Update

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the resolution setting a public hearing date for September 6th, 2017 be accepted.

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

## **RESOLUTION NO. 2017-**

### **A RESOLUTION OF THE CITY OF MANOR, TEXAS, SETTING A PUBLIC HEARING DATE ON THE PROPOSED AMENDMENTS TO THE COMMUNITY IMPACT FEE; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS**

**WHEREAS**, Chapter 395, Texas Local Government Code requires a political subdivision, prior to amending an impact fee, to hold a public hearing to consider amending the Community Impact Fee, and

**WHEREAS**, it is deemed in the best interest of the City of Manor to consider amending its impact fees pursuant to said code;

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

**SECTION 1.** That the City of Manor, Texas conduct a public hearing to consider amendments to its Community Impact Fee assessed within the City of Manor's designated service area, and that such hearing be, and same is, hereby scheduled for the 6<sup>th</sup> day of September, 2017, at 7:00 p.m. at the Manor City Hall.

**SECTION 2.** That before the date of the first publication of the notice of public hearing, the City make available to the Community Impact Fee calculations.

**SECTION 3.** That the City provide public notice of such public hearing as follows:

(a) By serving notice of the hearing at least thirty (30) days prior to the hearing by certified mail to any person who has given written notice by certified or registered mail to the City Secretary requesting notice of such hearing within two (2) years preceding the date of adoption of this resolution setting the public hearing; and

(b) By publishing notice at least thirty (30) days, but not more than sixty (60) days, prior to the date set for the hearing, in a newspaper of general circulation within Travis County.

**SECTION 4.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**SECTION 5.** It is hereby official found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code.*

**DULY PASSED AND APPROVED** on this 19<sup>th</sup> day of July, 2017.

THE CITY OF MANOR, TEXAS

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Rita G. Jonse  
Mayor

**ATTEST:**

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City Secretary



AGENDA ITEM NO. 9

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Chief Ryan Phipps

DEPARTMENT: Police Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on an finance agreement between the City of Manor and Riata Ford, LTD for vehicle Rental program.

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**BACKGROUND/SUMMARY:**

PRESENTATION: ☐ YES ☒ NO

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

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**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve the agreement.

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



AGENDA ITEM NO. 10

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Chief Ryan Phipps

DEPARTMENT: Police Department

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an finance agreement between the City of Manor and Axon Enterprises, Inc DBA Taser International for putting the Tasers utilized by patrol on a 5 year rotation and the purchase of training equipment.

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#### BACKGROUND/SUMMARY:

The Manor Police Departments utilizes Tasers as a less lethal option when dealing with a combative noncompliant subject. This equipment is an extremely necessary tool and without it could lead to situations where officers and suspects are injured by dealing with a combative subjects by other means.

PRESENTATION: ☐ YES ☒ NO

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

Agreement

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#### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the agreement.

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

## Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: 888-843-4309



**James Allen**  
(512) 272-8177  
jallen@cityofmanor.org

### Quotation

**Quote:** Q-112560-2  
**Date:** 5/8/2017 9:19 AM  
**Quote Expiration:** 11/30/2017  
**Contract Start Date\*:** 4/26/2017  
**Contract Term:** 5 years

### AX Account Number:

114763

**Bill To:**  
Manor Police Dept. - TX  
P.O. BOX 317  
Manor, TX 78653  
US

**Ship To:**  
James Allen  
Manor Police Dept. - TX  
201 E. PARSONS ROAD  
Manor, TX 78653  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Colin Fine	480-463-2167	cfine@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Taser 60 Basic Year I

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 176.49	USD 0.00
15	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	85181	TASER 60 YEAR I PAYMENT: X26P BASIC	USD 264.00	USD 3,960.00	USD 1,500.00	USD 2,460.00
15	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
15	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	44205	Cartridge - Simulation	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	11010	XPPM, BATTERY PACK, X26P	USD 68.02	USD 204.06	USD 0.00	USD 204.06
4	80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	USD 28.55	USD 114.20	USD 0.00	USD 114.20
1	44550	SUIT, SIM, MODEL II	USD 606.85	USD 606.85	USD 0.00	USD 606.85
50	44200	Cartridge - 21'	USD 25.98	USD 1,299.00	USD 0.00	USD 1,299.00

Taser 60 Basic Year I Total Before Discounts: USD 6,360.60

Taser 60 Basic Year I Discount: USD 1,676.49

Taser 60 Basic Year I Net Amount Due: USD 4,684.11

Year 2 Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
15	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 264.00	USD 3,960.00	USD 0.00	USD 3,960.00
Year 2 Due 2018 Total Before Discounts:						USD 3,960.00
Year 2 Due 2018 Net Amount Due:						USD 3,960.00

Year 3 Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
15	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 264.00	USD 3,960.00	USD 0.00	USD 3,960.00
Year 3 Due 2019 Total Before Discounts:						USD 3,960.00
Year 3 Due 2019 Net Amount Due:						USD 3,960.00

Year 4 Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
15	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 264.00	USD 3,960.00	USD 0.00	USD 3,960.00
Year 4 Due 2020 Total Before Discounts:						USD 3,960.00
Year 4 Due 2020 Net Amount Due:						USD 3,960.00

Year 5 Due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
15	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 264.00	USD 3,960.00	USD 0.00	USD 3,960.00
Year 5 Due 2021 Total Before Discounts:						USD 3,960.00
Year 5 Due 2021 Net Amount Due:						USD 3,960.00

Subtotal	USD 20,524.11
Estimated Shipping & Handling Cost	USD 226.10
Grand Total	USD 20,750.21

## TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <http://www.axon.com/legal>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (if needed):</b> _____	

Quote: Q-112560-2

Please sign and email to Colin Fine at [cfine@taser.com](mailto:cfine@taser.com) or fax to 888-843-4309

THANK YOU FOR YOUR BUSINESS!

\*Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.  
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## Certificate of Destruction

Agency Name: \_\_\_\_\_

Quote/PO Number: \_\_\_\_\_

Product/ Quantity to be  
destroyed:

M26: \_\_\_\_\_

X26: \_\_\_\_\_

Other: \_\_\_\_\_

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by: \_\_\_\_\_

*Signature (Digital is acceptable or scan)*

\_\_\_\_\_  
*Printed name, title*

\_\_\_\_\_  
*Date*

**Return the signed form to your sales representative along with your purchase order/quote.**

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.



AGENDA ITEM NO. 11

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: James Allen

DEPARTMENT: Police Department

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the resolution authorizing the Manor Police Department to submit an application for the BG18 Rifle-Resistant Body Armor Grant Program (BAGP) through the Office of the Governor, Criminal Justice Division for funding the purchase of rifle-resistant body armor.

---

#### BACKGROUND/SUMMARY:

The BAGP program will allow MPD to purchase 27 NIJ standard 0101.06 level IV ballistic armor plates and plate carriers.

PRESENTATION: ☐ YES ☒ NO

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

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council

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



AGENDA ITEM NO. 12

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Presentation on Sky Village overall development

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#### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

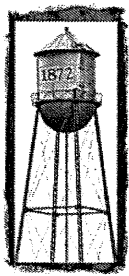
ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

No backup provided by presenter(s)

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#### STAFF RECOMMENDATION:

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



CITY OF  
**MANOR**  
EST. ★ 1872  
TEXAS

AGENDA ITEM NO. 13

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Take action as determined appropriate in the City Council's discretion regarding economic development negotiations and proposed economic incentives.

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#### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

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#### STAFF RECOMMENDATION:

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



AGENDA ITEM NO. 14

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 19, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a second reading of an ordinance rezoning 127.220 acres more or less, located in the A.C. Caldwell Survey, Abstract No. 124, Travis County, Texas, and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in document number 2016214460, Official Public Records of Travis County, located near the intersections of Bois D'Arc Road and Tower Road, from R-1 Single Family to R-2 Single Family with a waiver from Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 to allow for 6,000 square foot lots.

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### BACKGROUND/SUMMARY:

~~THE APPLICANT WILL GIVE A PRESENTATION ON THE OVERALL DEVELOPMENT PROJECT~~

This request is for R-2 Single Family zoning with a lot size waiver. Normally under R-2 the lot size is 7,200 sf, 1,000 sq ft home minimum, 50' wide lot, and allows for duplexes. The included waiver is for the lot size to allow 6,000 sf, which could be 50' x 120', which is comparable to Presidential Glen, to which this development is attached. Part of the waiver is an agreement that the minimum home size will be 1,500 sf and a masonry requirement that excluded Hardie Board so the fronts and portions of the sides will be brick or stone. The Planning Commission heard the zoning portion on 6/14 and recommended denial due to increased traffic, poor road conditions, and excessive run-off drainage to downstream property owners.

PRESENTATION: ☒ YES ☐ NO

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

Zoning Ordinance

Waiver Request

Area to be zoned

Survey

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### STAFF RECOMMENDATION:

It is city staff's recommendation that the second reading of an ordinance rezoning 127.220 acres more or less from R-1 Single Family to R-2 Single Family with a waiver from Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 to allow for 6,000 square foot lots be approved.

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

## **ORDINANCE NO.**

### **AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL (R-1) TO SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

**Whereas**, the property owner has requested a waiver from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1; and

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property being more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein as if fully set forth, from the current zoning district Single Family Residential (R-1) to zoning district Single Family Residential (R-2) with the conditions set forth in Section 4. The Property is accordingly hereby rezoned to Single Family Residential (R-2) with conditions.

**Section 4. Condition of Zoning.** The residential use of duplexes shall be prohibited on the Property. The minimum lot size on the Property shall be 6,000 square feet and the minimum living area per residential unit shall be 1,500 square feet. The masonry requirements for residential units on the Property shall be all brick or stone on the front and brick or stone on portions of the sides. Hardie Board or similar products shall not be used to meet the masonry requirements. In the event of a conflict between this Ordinance and the City's zoning ordinance, this Ordinance shall control.

**Section 5. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

**PASSED AND APPROVED FIRST READING** on this the 21st day of June 2017.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 19th day of July 2017.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse,  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**EXHIBIT "A"**

Property Legal Description:

127.220 acres more or less, located in the A.C. Caldwell Survey, Abstract No. 124, Travis County, Texas, and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in document number 2016214460, Official Public Records of Travis County.

May 04, 2017

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

**Re: Sky Village Rezoning**  
**Rezoning – Letter of Intent**  
**NE corner of Bois D Arc and Tower Rd**  
**Manor, Texas 78653**

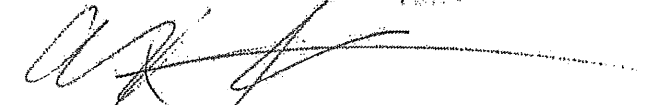
To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed Sky Village development is located at the northeast corner of Bois D Arc Rd and Tower Rd in Manor, Texas, Travis County. The existing property is approximately 268 acres. The proposed rezoning is for the entire tract. From R-1 zoning to R-2.

The proposed development intends to provide single family housing, as well as parkland. If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Alex Granados, E.I.T.  
Civil Analyst

May 11, 2017

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

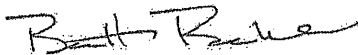
**Re: Sky Village Rezoning & Request for Waiver  
Request from Code of Ordinances, Chapter 14 Exhibit A,  
Article II, Section 20(j) Height and Placement Requirements, Chart 1**

To Whom It May Concern:

Kimley-Horn on behalf of Sky Village Kimbro Estates LLC is requesting a waiver from the Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements. Chart 1 indicated a minimum lot sq. ft. area of 7,200 SF. We request that the minimum lot sq. ft. area be reduced to 6000 SF. As a condition of granting this waiver, Sky Village Kimbro Estates LLC agrees to maintain a minimum home size of 1500 SF with 100% stone/brick masonry (excluding Hardie board/masonry products) on the front of all homes and the remaining 3 sides totaling 100% stone/brick masonry. Sky Village Kimbro Estates LLC also agrees on the restriction of duplexes on rezoned property.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Brett Burke  
Project Manager

**LEGAL DESCRIPTION**  
**127.220 ACRES OF LAND**

127.220 acres of land located in the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in Document Number 2016214460, Official Public Records of Travis County, Texas; said 127.220 acres being more particularly described as follows:

**BEGINNING**, at a found 60D nail located in the southeasterly right of way line of Bois D Arc Road and marking the most westerly southwest corner of the said 267.942 acres;

**THENCE**, along the southeasterly right of way line of Bois D Arc Road, the following courses:

North 26deg 34' 25" East, a distance of 97.95 feet, to a point;  
North 27deg 29' 03" East, a distance of 2033.50 feet, to a found ½ inch iron rod;

**THENCE**, leaving the southeasterly right of way line of Bois D Arc and along the boundary lines of the said 267.942 acre tract, the following courses:

South 62deg 00' 08" East, a distance of 1087.10 feet, to a point;  
South 27deg 59' 52" West, a distance of 546.56 feet, to a point;  
South 52deg 43' 04" East, a distance of 667.78 feet, to a point;  
South 39deg 17' 57" East, a distance of 485.70 feet, to a point;  
South 30deg 19' 16" East, a distance of 1155.97 feet, to a point;  
South 62deg 32' 46" East, a distance of 552.04 feet, to a found ½ inch iron rod;  
South 26deg 28' 58" West, a distance of 604.34 feet, to a point;  
South 26deg 46' 43" West, a distance of 346.69 feet, to a found 1" iron pipe;  
North 62deg 59' 47" West, a distance of 238.66 feet, to a found 60D nail;  
North 63deg 39' 43" West, a distance of 66.97 feet, to a found 1" iron pipe;  
North 62deg 38' 12" West, a distance of 695.93 feet, to a point;  
North 62deg 42' 20" West, a distance of 330.87 feet, to a point;  
North 26deg 23' 28" East, a distance of 379.90 feet, to a found ½ inch iron rod;  
North 64deg 58' 30" West, a distance of 812.74 feet, to a found 60D nail;  
North 64deg 44' 31" West, a distance of 669.79 Feet, to a found 60D nail;  
North 63deg 33' 33" West, a distance of 909.33 feet, to the **POINT OF BEGINNING** and containing 127.220 acres (5,541,696 square feet) of land, more or less.

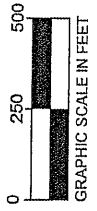
Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*James W. Russell*  
5/11/17

James W. Russell  
Registered Professional Land Surveyor No. 4230  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166  
[jim.russell@kimley-horn.com](mailto:jim.russell@kimley-horn.com)  
TBPLS Firm No. 10193973





LEGEND

IRFC = 1/2" IRON ROD WITH "KHA" CAP  
FOUND  
IRF = 1/2" IRON ROD (UNLESS  
OTHERWISE NOTED)

BOIS D. ARC RD.  
(VARIABLE R.O.W.)

(13.502 ACRES)  
TUAN V. NGUYEN & NHIEU T. & QUYN  
DOC.2003234510  
LEMUEL KIMBRO SURVEY,  
ABSTRACT NO. 456  
S62°00'08"E 1087.10'

CRAIG & TAMMY  
JOHNSON  
DOC. 2000050056

(11.919 ACRES)  
MARIA RIOJAS  
VOL.13372, PG1733

REMAINDER OF 267.942 ACRES  
SKY VILLAGE KIMBRO ESTATES LLC,  
DOC.2016214460

(10.643 ACRES)  
DANIEL PEREZ  
DOC.211149114

A.C. CALDWELL SURVEY NO.52,  
ABSTRACT NO. 154

S27°59'52"W 546.55'  
S39°17'57"E 485.70'  
S32°43'04"E 667.78'

PORTION OF 267.942 ACRES  
SKY VILLAGE KIMBRO ESTATES LLC,  
DOC.2016214460

15' WATER PIPELINE EASEMENT  
VOL.4822, PG.1673,  
VOL. 4832, 1909

127.220 ACRES  
5,541,696 SQ. FT.

(10.16 ACRES)  
TONY PARENT  
ENTERPRISES INC.  
DOC.2007163554

(9.98 ACRES)  
BRIAN S. SCHNEIDER  
DOC.2009198632

N26°34'25"E 97.95'

60D NAIL  
FOUND

N63°33'33"W 909.33'

P.O.B.

N64°44'31"W 669.79'

60D NAIL  
FOUND

N64°59'30"W 812.74'

N26°23'28"E 379.90'

N62°42'20"W 330.87'

LGI HOMES-TEXAS LLC,  
DOC.2014012328

N62°38'12"W 695.93'

N63°39'43"W 66.97'

60D NAIL  
FOUND

(62.715 ACRES)  
TIMMERMAN TERRELL  
DOC.2011144639

1"IPF

(8.09 ACRES)  
JOHN JONES  
VOL.4176, PG.2117

S26°46'43"W 346.69'

N62°59'47"W 238.66'

1"IPF

KIRK J. JONSE, ET AL  
VOL.13207, PG.97

1/2"IRF

S26°28'58"W 604.34'

1/2"IRF

SOILA PORTILLO  
DOC.201411607

S62°32'46"E 552.04'

1/2"IRF

1/2"IRF

1/2"IRF

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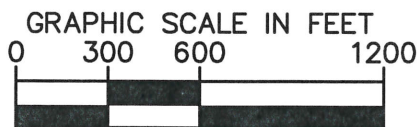
1/2"IRF







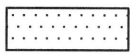

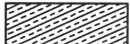
Zone		
A - Agricultural		M-1 - Manufactured Housing
C-1 - Light Commercial		M-2 - Manufactured Housing Park
C-2 - Medium Commercial		NB - Neighborhood Business
DB - Downtown Business District		PUD - Planned Unit Development
I - Institutional		R-1 - Single Family
IN-1 - Light Industrial		R-2 - Single Family
IN-2 - Heavy Industrial		R-3 - Multi Family
		R-4 - Multi Family Special
		Manor ETJ

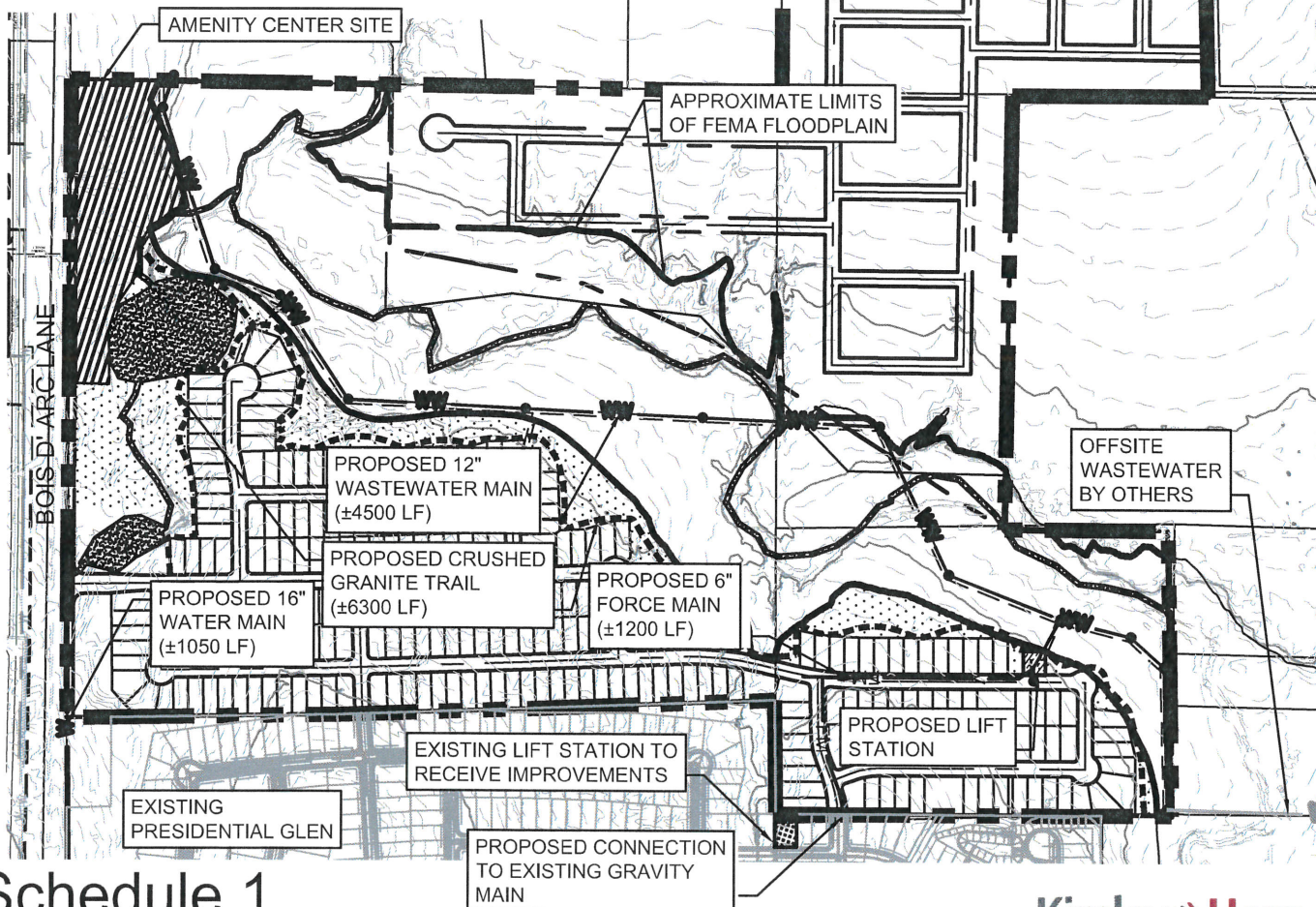
**Proposed Zoning:**  
**Single Family R-2**

*Current Zoning: R-1 Single Family*



LEGEND

-  12" WATER LINE
-  16" WATER LINE
-  FORCE MAIN
-  CRUSHED GRANITE TRAIL
-  PARK LAND DEDICATION  
(±16 ACRE CREDIT)
-  AMENITY CENTER AREA  
(±5 ACRES)
-  LIFT STATION



# Schedule 1 Sky Village Major Facilities

MANOR, TEXAS  
JUNE 2017

**Kimley»Horn**

10814 Jollyville Road  
Campus IV, Suite 300  
Austin, Texas 78759  
512-418-1771  
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

XDS, ALEX 8/9/2017 5:02 PM  
J:\DWG\08254400 SKY VILLAGE\DWG\EXHIBITS\PLANS\EXHIBIT C.DWG  
8/9/2017 5:01 PM

PLOT BY  
DWG NAME  
LAST SAVED

OVERALL PRELIMINARY  
PLAN

KHA PROJECT  
069255700  
DATE  
JUNE 2017  
SCALE AS SHOWN  
DESIGNED BY: BJB  
DRAWN BY: JAC  
CHECKED BY: RJS



**Kimley-Horn**  
KIMLEY-HORN AND ASSOCIATES, INC.  
10814 DOLYVILL ROAD, SUITE 300, ADDICKS, TX 76010  
PHONE: 512-418-1771 FAX: 512-418-1791  
WWW.KIMLEY-HORN.COM  
TEXAS REGISTERED ENGINEERING FIRM F-228

NO.	REVISIONS	DATE	BY

