



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  
TODD SHANER, PLACE 6

## **CITY COUNCIL REGULAR MEETING AGENDA**

---

WEDNESDAY, September 6, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

---

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

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENTS**

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three 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 City Council Minutes:

- August 16, 2017, Regular Meeting
- August 23, 2017, Called Special Session

Lluvia Tijerina,  
City Secretary

### **PUBLIC HEARING**

2. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.
3. Conduct the second public hearing on the FY 2017-2018 Proposed Annual Budget of the City of Manor, Texas.
4. Conduct the second public hearing on the FY 2017-2018 Proposed Property Tax Rate of the City of Manor, Texas.

Thomas Bolt,  
City Manager

Thomas Bolt,  
City Manager

Thomas Bolt,  
City Manager

## REGULAR AGENDA

- |   |                                       |
|---|---------------------------------------|
| 5. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.   | Thomas Bolt,<br>City Manager          |
| 6. Consideration, discussion, and possible action on an ordinance amending ordinance 402, amending Chapter 10, subdivision regulation, article 10.03 Impact Fees, Manor Code of Ordinances, adopting a capital improvements plan and establishing a community impact fee based upon living unit equivalents.                          | Scott Dunlop,<br>Planning Coordinator |
| 7. Consideration, discussion, and possible action on a second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.  | Scott Dunlop,<br>Planning Coordinator |
| 8. Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.  | Scott Dunlop,<br>Planning Coordinator |
| 9. Consideration, discussion, and possible action on an ordinance repealing and replacing ordinance 447, amending Appendix A Fee Schedule, Manor Code of Ordinances, to amend the water and wastewater impact fees, technology fees, educational fees, and adding towing fees, wireless network provider fees, and film project fees. | Scott Dunlop,<br>Planning Coordinator |
| 10. Consideration, discussion, and possible action on a resolution authorizing the Manor Police Department to participate in the 2018 STEP (Selective Traffic Enforcement Program) Traffic Safety Initiative through the Texas Department of Transportation.  | Ryan Phipps,<br>Chief of Police       |
| 11. Consideration, discussion and possible action on proposed changes to the City of Manor Personnel Policies and Procedures Handbook.  | Tracey Vasquez,<br>HR Coordinator     |
| 12. Consideration, discussion, and possible action on renewing a service agreement between the City of Manor and Alliance Work Partners (AWP) for personnel services.   | Tracey Vasquez,<br>HR Coordinator     |

## 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, the undersigned authority, do hereby certify that this notice of the Manor City Council was posted on this 1<sup>st</sup> day of September, 2017 by 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 accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [ltijerina@cityofmanor.org](mailto:ltijerina@cityofmanor.org).*

I certify that this public notice was removed from the bulletin board at the Manor City Hall on:

\_\_\_\_\_, 2017 at \_\_\_\_\_ am/pm by \_\_\_\_\_.

City Secretary's Office  
City of Manor, Texas



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 6, 2017

**PREPARED BY:** Lluvia Tijerina

**DEPARTMENT:** Administration / City Secretary

---

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

- August 16, 2017, Regular Meeting
- August 23, 2017, Special Called Meeting

**PRESENTATION:** ☐ YES ☒ NO

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

Minutes for August 16, 2017, Regular Meeting

Minutes for August 23, 2017, Special Called Meeting

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes for the August 16, 2017, Regular Meeting; and August 23, 2017, Special Called Meeting.

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

---





**CITY COUNCIL  
REGULAR SESSION MINUTES  
AUGUST 16, 2017**

**PRESENT:**

Rita G. Jonse, Mayor

**COUNCIL MEMBERS:**

Gene Kruppa, Mayor Pro-Tem, Place 1  
Maria Amezcua, Place 2  
Anne R. Weir, Place 3  
Zindia Pierson, Place 4 (Arrived at 7:43 p.m.)  
Rebecca Davies, Place 5 (Arrived at 7:10 p.m.)  
Todd Shaner, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia Tijerina, City Secretary  
Scott Dunlop, Planning Coordinator  
Lydia Collins, Director of Finance  
Ryan Phipps, Chief of Police  
Denver Collins, Captain  
Mike Tuley, Public Works Director  
Anthony Valchar, Streets/Parks Superintendent  
Sarah Friberg, Court Clerk  
Paige Saenz, City Attorney

**PRESENTATION**

**1. Presentation of Certificate of Appointment by Mayor Pro-Tem Kruppa and Oath-of-Office to Newly Appointed Council Member, Place 6 – Todd Shaner by City Secretary.**

At the request of City Manager Bolt, Gene Kruppa, Mayor Pro-Tem, read and presented the Certificate of Appointment to newly appointed Council Member, Place 6 – Todd Shaner. Following the presentation, City Secretary, Lluvia Tijerina, administered the oath-of office.

## **REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, August 16, 2017, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

### **PLEDGE OF ALLEGIANCE**

At the request of Mayor Jonse, Thomas Bolt, City Manager, led the Pledge of Allegiance.

### **PUBLIC COMMENTS**

Bruce Sly, 11617 Briarcreek Loop, Manor, Texas, spoke before the City Council regarding the traffic issues on FM973. He discussed the Briarcreek Community concerns regarding Ergon Asphalt & Emulsions, Inc. pollution and truck traffic issues. Mr. Sly suggested for the City Council to adopt an ordinance prohibiting trucks in certain streets in Manor.

City Manager Bolt stated the City has an ordinance prohibiting trucks on the City's local streets. He stated all other roadways are state-owned and the City did not have authority to regulate state-owned streets.

No one else appeared to speak at this time.

### **CONSENT AGENDA**

- 2. Consideration, discussion, and possible action to approve the City Council Minutes of the August 2, 2017, Joint Workshop Meeting.**
- 3. Consideration, discussion, and possible action on acceptance of the July 2017 Departmental Reports:**
  - **Development Services – Scott Dunlop**
  - **Police – Chief Ryan Phipps**
  - **Municipal Court – Sarah Friberg**
  - **Public Works – Mike Tuley**

Council Member Amezcua thanked the Public Works Department for their hard work and for the detailed monthly report.

- 4. Consideration, discussion, and possible action on the acceptance of the unaudited July 2017 Monthly Financial Report.**

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, the Council voted six (6) For and none (0) Against to approve and adopt all items on the consent agenda. Council Member Pierson was not present during this item. The motion carried unanimously.

## **PUBLIC HEARING**

### **5. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.**

The City staff's recommendation was that the City Council recess the public hearing regarding the creation of a Public Improvement District – EntradaGlen to the September 6, 2017, City Council meeting.

Mayor Jonse opened the public hearing.

Council Member Davies inquired the City staff's recommendation. City Manager Bolt stated the reasons would become apparent on items that would be discussed later in the meeting.

Pete Dwyer, 9900 Highway 290 E. Manor, Texas, stated he approved the City staff's recommendation to recess the public hearing to the September 6, 2017, City Council meeting.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Kruppa, the Council voted six (6) For and none (0) Against to recess the public hearing regarding the creation of a Public Improvement District – EntradaGlen to the September 6, 2017, City Council regular meeting. Council Member Pierson was not present during this item. The motion carried unanimously.

### **6. Conduct the first public hearing on the FY 2017-2018 Proposed Annual Budget of the City of Manor, Texas.**

The City staff's recommendation was that the City Council conduct the first public hearing on the FY 2017-2018 proposed annual budget of the City of Manor, Texas.

Mayor Jonse opened the public hearing.

City Manager Bolt explained the budget process and how it is proposed with all City department heads. The discussion was held regarding each City department's proposed expenditures. City Manager Bolt stated there were no administration changes, besides the salary adjustments that had been approved by City Council earlier in the year. He discussed the expenditures needed for the Public Works Department. He explained the negotiations on the maintenance by the City with the surrounding subdivisions regarding the community parks. City Manager Bolt stated the Development Services Department is in need of a new position, a Commercial Plan Reviewer that will help the Building Inspector.

Lydia Collins, Director of Finance discussed the mobile command center that is needed for the Police Department. She discussed the annual dispatch fees that are going up yearly. Mayor Jonse asked if the Police Department already had the mobile command center. City Manager Bolt clarified the mobile command center hasn't been purchased but it's on hold. He explained the expenditures for the command center would come out of the FY2018-2019 budget, and stated at this time what was needed is the authorization and approval from the City Council to move forward. Director of Finance Collins explained other expenditures the Police Department will have and how some items will help offset the FY2018-2019 budget.

Council Member Weir inquired about the annual dispatch fees. Ryan Phipps, Chief of Police, clarified how dispatch fees are paid to the Travis County Sheriff's Office for the emergency services provided to the City. City Manager Bolt stated fees will be increasing. The discussion was held regarding exploring other options for the City and possibly having a communication center in the future. Chief of Police Phipps stated Travis County fees are expensive and is evaluating other options for the City.

Council Member Kruppa inquired about the command center for the Police Department. Chief of Police Phipps explained how the command center would benefit the Police Officers on a major scene and would keep Officers on site at all times. He expressed the importance of the command center for the Police Department on different circumstances. The discussion was held regarding the use of the command center for private conversations from the media and how it would eliminate the run around to the Police Station.

City Manager Bolt discussed the maintenance increase expenditures in the Public Works Department for the cemetery. He stated how all expenditures have been kept balanced for the proposed budget.

Director of Finance Collins explained the separation of the Streets and Parks Departments. The discussion was held regarding the separation of both departments and how expenditures were split on the revised proposed budget. Council Member Davies inquired about the salary for the Street Department. Director of Finance Collins explained how the separation of the both departments made the salary amount different on the line item. She clarified it would not affect the Street Department salary.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, the Council voted six (6) For and none (0) Against to close the first public hearing on the FY 2017-2018 proposed annual budget of the City of Manor, Texas. Council Member Pierson was not present during this item. The motion carried unanimously.

**7. Conduct the first public hearing on the FY 2017-2018 Proposed Property Tax Rate of the City of Manor, Texas.**

The City staff's recommendation was that the City Council conduct the first public hearing on the FY 2017-2018 proposed property tax rate of the City of Manor, Texas.

Lydia Collins, Director of Finance, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt explained the decrease of the proposed property tax rate of 0.7722 for the City of Manor. He clarified how the notice reads for the increased value of development in the City and not an increase in the tax rate. He stated what was being proposed was the tax rate of 0.7722 which is the Roll Back Rate that the taxation office has provided to the City.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, the Council voted six (6) For and none (0) Against to close the first public hearing on the FY 2017-2018 proposed property tax rate of the City of Manor, Texas. Council Member Pierson was not present during this item. The motion carried unanimously.

## **REGULAR AGENDA**

### **8. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.**

The City staff's recommendation was that the City Council postpone the creation of a Public Improvement District – EntradaGlen to the September 6, 2017, City Council meeting.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Amezcua, the Council voted six (6) For and none (0) Against to postpone the creation of a Public Improvement District – EntradaGlen to the September 6, 2017, City Council meeting. Council Member Pierson was not present during this item. The motion carried unanimously.

### **9. Consideration, discussion, and possible action on City owned equipment and fleet to be auctioned off.**

The City staff's recommendation was that the City Council allow staff to utilize GovDeals for auction services.

At the request of City Manager Bolt, Anthony Valchar, Streets/Parks Superintendent, gave a brief description of GovDeals.com Services. He discussed items that could be auction off from different departments. He explained the warranties that are available on some items and how the City could benefit from selling old items that have been in storage for some time.

Benjamin Van Buskirk with GovDeals, 100 Capitol Commerce Blvd. Montgomery, Alabama spoke before City Council and explained the services that are being offered to the City of Manor. He discussed how the auction works and what the benefits are to the City. He explained how items are auction off and how items are picked up from current locations. He gave a brief listing on other entities that have used GovDeals for auction services.

Mayor Jonse inquired about the complete process of the auction services. Mr. Buskirk stated the process is similar to the Ebay auction site. He explained how the process works and assured that representatives are available to assist the staff with any questions. The discussion was held regarding the 12.5 percentage for the services and how the City could charge a buyer's premium. Mr. Buskirk explained the bidding process.

City Manager Bolt stated a list had been compiled to be auction off and would be presented to City Council soon for approval.

No action was taken.

**10. Consideration and possible action on a letter agreement with Cottonwood Holdings Ltd regarding ShadowView Commercial Section 3 Construction Plans and Final Plat and Abandonment of a portion of Manor Downs.**

The City staff's recommendation was that the City Council accept the letter agreement with Cottonwood Holdings Ltd regarding ShadowView Commercial Section 3 Construction Plans and Final Plat and Abandonment of a portion of Manor Downs.

City Manager Bolt briefly explained the abandonment of a portion of Manor Downs.

Pete Dwyer, 9900 Highway 290 E. Manor, Texas spoke before the City Council in regards to the construction plans and final plat and abandonment of a portion of Manor Downs. He stated staff had worked very hard to compile all information required. He stated the appraisal for the property had been done as recommended by City Attorney, Paige Saenz.

The discussion was held regarding the construction plans.

Mayor Jonse inquired about the extension of the roads. Mr. Dwyer explained how the extension of the road would be by the church and the new shopping center.

Mr. Dwyer explained how item 10 and item 11 relate to each other. He discussed the letter agreement with Cottonwood Holdings Ltd and the City of Manor and explained all the requirements that would need to be done by Cottonwood Holding Ltd. He stated an ordinance would need to be approve providing for the closure and abandonment of portions of the Manor Downs right-of-way and authorizing exchange of said portion of Manor Downs for other right-of-way.

The discussion was held regarding the timing of the whole project and how the creation of the project would have potential commercial tax property and give revenue to the City.

Mr. Dwyer explained how the project is a companion to the extension of Gregg Manor South of Hwy. 290 that ties into Parsons Street.

The discussion was held regarding the transportation network that would benefit the citizens, school district and children in the community.

Mr. Dwyer stated the Gregg Manor South Plans will be presented to the Planning and Zoning Commission on their next meeting for approval.

Mr. Dwyer explained all the road extensions that would be done in the City. He is requesting City Council's approval for item 10 and item 11.

Council Member Weir inquired about the extension by the Lion's Club. Mr. Dwyer clarified the extension would also include the Lion's Club area.

Council Member Pierson arrived during this item at 7:43 p.m.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to approve the letter agreement with Cottonwood Holdings Ltd regarding ShadowView Commercial Section 3 Construction Plans and Final Plat and Abandonment of a portion of Manor Downs. The motion carried unanimously.

**11. Consideration and possible action on an ordinance providing for the closure and abandonment of portions of the Manor Downs right-of-way and authorizing exchange of said portion of Manor Downs for other right-of-way and providing for related matters.**

The City staff's recommendation was that the City Council approve an ordinance providing for the closure and abandonment of portions of the Manor Downs right-of-way and authorizing exchange of said portion of Manor Downs for other right-of-way and providing for related matters.

City Manager Bolt along with Pete Dwyer, 9900 Highway 290 E. Manor, Texas were both available to address any questions posed by the City Council.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Weir, the Council voted seven (7) For and one (0) Against to approve an ordinance providing for the closure and abandonment of portions of the Manor Downs right-of-way and authorizing exchange of said portion of Manor Downs for other right-of-way and providing for related matters. The motion carried unanimously.

**12. Consideration and possible action on a Deposit and Reimbursement Agreement for Proposed Public Improvement District (EntradaGlen).**

Paige Saenz, City Attorney, was available to address any questions posed by the City Council.

The City staff's recommendation was that the City Council approve a Deposit and Reimbursement Agreement for Proposed Public Improvement District (EntradaGlen).

City Manager Bolt explained the analyst that is needed for the PID proposal. He explained the deposit and reimbursement agreement for the services of the analyst for the EntradaGlen PID.

The discussion was held regarding the amount of the deposit. City Attorney Saenz explained the deposit amount. She explained how the deposit covers the professional service fees for the Engineer, Attorney, and PID Consultant. She stated the PID Consultant has agreed to help track the deposit so that as the deposit is depleted if more revenue is needed it can be requested by the developer. She stated it is a standard procedure in a development agreement for the developer to cover any professional service fees.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve a Deposit and Reimbursement Agreement for Proposed Public Improvement District (EntradaGlen). The motion carried unanimously.

**13. Consideration and possible action on an Agreement for Manor Public Improvement District Feasibility and Formation Services (EntradaGlen) with P3Works, LLC.**

The City staff's recommendation was that the City Council approve an agreement for Manor Public Improvement District Feasibility and Formation Services (EntradaGlen) with P3Works, LLC.

Paige Saenz, City Attorney, advised for the City to hire a PID Consultant that would help analyze the proposals for the EntradaGlen and Sky Village PID's. She explained the PID Consultant's services to the City and City staff.

Jon Snyder, with P3Works, 1808 W. 6<sup>th</sup> Street, Austin, Texas spoke before City Council and discussed the services that would be provided to the City. He briefly explained how he would be available to guide the City and staff with any recommendations regarding the PID's.

City Attorney Saenz stated she has worked with and without PID Consultants in the past and she recommends for the City to hire a PID Consultant to provide professional expertise consultation for City Staff.

The discussion was held regarding the steps that would be reviewed and completed by the PID Consultant and how the fees would be paid by the Developer.

Rick Rosenberg, with DPFG Inc., 8140 N. Mopac Expressway, Austin, Texas spoke before City Council in support of this item. He stated he is the Financial Advisor for the Developer and is recommending for the City to hire P3Works, LLC. He briefly stated he has worked with P3Works, LLC in the past on other projects and is looking forward to work with them on current projects.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to approve an Agreement for Manor Public Improvement District Feasibility and Formation Services (EntradaGlen) with P3Works, LLC. The motion carried unanimously.

**14. Consideration and possible action on an Agreement for Manor Public Improvement District Feasibility and Formation (Sky Village) with P3Works, LLC.**

The City staff's recommendation was that the City Council approve an agreement for Manor Public Improvement District Feasibility and Formation (Sky Village) with P3Works, LLC.

Paige Saenz, City Attorney along with Jon Snyder with P3Works, 1808 W. 6<sup>th</sup> Street, Austin, Texas were both available to address any questions posed by the City Council.

Alex Granades with Kimley-Horn, 10814 Jollyville Rd., Austin, Texas submitted a card in support of this item; however, he did not speak.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to approve an agreement for Manor Public Improvement District Feasibility and Formation (Sky Village) with P3Works, LLC. The motion carried unanimously.



**15. Consideration, discussion, and possible action on a first reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.**

The City staff's recommendation was that the City Council approve the first reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

Scott Dunlop, Planning Coordinator was available to address any questions posed by the City Council.

City Manager Bolt explained the first reading of the ordinance and stated the second reading of the annexation ordinance would be presented on the September 6, 2017, City Council meeting.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to approve a first reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area. The motion carried unanimously.

**16. Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Chapter 14, Article 14.02 Zoning Ordinance, Exhibit A Zoning Ordinance, Article III Site Development Plan Requirements and Special Provisions for Abstract 546 Survey 40 Manor J Acres 0.671, locally known as 416-418 West Parsons Street.**

The City staff's recommendation was that the City Council approve the waiver request with the condition parking areas are improved with gravel or similar material and signage indicating car service for handicapped individuals be put up for food trailers only.

Scott Dunlop, Planning Coordinator was available to address any questions posed by the City Council.

City Manager Bolt explained the waiver request from the applicant and discussed where the food trucks would be placed.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Kruppa, the Council voted six (6) For and one (1) Against to approve a waiver from Manor Code of Ordinances, Chapter 14, Article 14.02 Zoning Ordinance, Exhibit A Zoning Ordinance, Article III Site Development Plan Requirements and Special Provisions for Abstract 546 Survey 40 Manor J Acres 0.671, locally known as 416-418 West Parsons Street with the condition parking areas are improved with gravel or similar material and signage indicating car service for handicapped individuals be put up for food trailers only. Council Member Weir voted against. The motion carried unanimously.

**17. Consideration, discussion, and possible action on an engagement letter to provide consulting services for the City related to Water and Wastewater System by completing a Financial Planning and Rate Study.**

The City staff's recommendation was that the City Council approve an engagement letter to provide consulting services for the City related to Water and Wastewater System by completing a Financial Planning and Rate Study.

Lydia Collins, Director of Finance was available to address any questions posed by the City Council.

City Manager Bolt explained the Financial Planning and Rate Study needed to initiate the process that had been approved prior to this meeting.

The discussion was held regarding the fees for the survey. Director of Finance Collins explained the fees and reasons for the study to be completed for the City.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Shaner, the Council voted seven (7) For and none (0) Against to approve an engagement letter to provide consulting services for the City related to Water and Wastewater System by completing a Financial Planning and Rate Study. The motion carried unanimously.

**18. Consideration, discussion, and possible action on approving the H.O.T Funds application from the Lions Club of Manor in the amount of \$5,000.00.**

The City staff's recommendation was that the City Council approve the H.O.T fund's application from the Lions Club of Manor in the amount of \$5,000.00.

Karen Walker Ratcliffe with Manor Lions Club, 329 W. Parson, Manor, Texas spoke before City Council in support of this item. She is requesting approval for the funds to help the Manor Lions Fest that will be held on October 6-7, 2017.

City Manager Bolt stated this request is done annually and the amount increases each year because of the advertisement and other services needed for the Manor Lions Fest.

Council Member Davies stated this event is approved each year and the event brings people into the City of Manor.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Shaner, the Council voted seven (7) For and none (0) Against to approve the H.O.T Funds application from the Lions Club of Manor in the amount of \$5,000.00. The motion carried unanimously.

**19. Consideration and Direction to City Staff Regarding Possible Amendments to the City of Manor, City Charter (Requested by Mayor Pro Tem Kruppa).**

At the request of City Manager Bolt, Gene Kruppa, Mayor Pro-Tem advised the City Council to review the City Charter on sections relating to Appointments and Elections of Persons and Terms of Office. He stated the wording wasn't clear for person's that would like to serve again on the City Council. He is recommending for amendments to be done to the City Charter.

City Manager Bolt advised that a Charter Committee needs to be organized to meet and discuss the issues.

Council Member Pierson stated there were other issues in the City Charter that she would like to discuss.

City Manager Bolt advised an election would need to be called for any changes recommended by City Council. He stated the next election would be in November 2018.

The consensus of the City Council was to organize a Charter Committee to discuss issues on the City Charter.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to instruct the City Manager and City staff to create a Charter Committee to review and make recommendations on sections concerning Council Members as well as to answer any questions any resident might have. The motion carried unanimously.

#### **ADJOURNMENT**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to adjourn the regular session of the Manor City Council at 8:20 p.m. on Wednesday, August 16, 2017. The motion carried.

These minutes approved by the Manor City Council on the 6<sup>th</sup> day of September 2017.

#### **APPROVE:**

---

Rita G. Jonse  
Mayor

#### **ATTEST:**

---

Lluvia Tijerina  
City Secretary



**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
AUGUST 23, 2017**

**Present:**

Rita G. Jonse, Mayor

**Council Members:**

Gene Kruppa, Mayor Pro Tem, Place 1  
Maria Amezcua, Place 2  
Anne R. Weir, Place 3  
Zindia Pierson, Place 4  
Rebecca Davies, Place 5  
Todd Shaner, Place 6

**City Staff:**

Thomas Bolt, City Manager  
Lluvia Tijerina, City Secretary  
Scott Dunlop, Planning Coordinator

**SPECIAL SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, August 23, 2017, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Jonse, Vicky McFarlan with the Chamber of Commerce, led the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared to speak at this time.

## REGULAR AGENDA

**1. Consideration, discussion and possible action of an ordinance approving a Design Manual for the installation of network nodes and node support poles; and approving a Pole Attachment Agreement regulating the installation of network nodes on city service poles and utility poles.**

The City staff's recommendation was that the City Council approve a Design Manual for the installation of network nodes and node support poles; and approving a Pole Attachment Agreement regulating the installation of network nodes on city service poles and utility poles.

Scott Dunlop, Planning Coordinator, was present to address any questions posed by the City Council.

City Manager Bolt explained the ordinance required for the City to adopt and approve for preventing the placement of network node poles in the City. He discussed the fees and zoning provisions for the ordinance. He explained the three (3) districts that would need to be established in order to be covered by the ordinance: Underground; Historic; and Municipal Parks.

The discussion was held regarding a network provider who had recently requested a 100' flag pole to be installed by the old administrative offices. City Manager Bolt stated the City proposed other areas for these poles to be installed but the provider was not interested.

City Manager Bolt stated the zoning provisions for the districts and amendment to the fee schedule would be the next process to be presented to City Council for approval. He explained the importance of the ordinance to be adopted and passed by September 1, 2017.

Mayor Jonse inquired about the fees for the network providers. Planning Coordinator Dunlop explained the fees that would be part of the application process for the network providers.

The discussion was held regarding the sizes, heights and the locations of the node poles. Planning Coordinator Dunlop explained the City's requirements for the installation of node poles in the City.

Council Member Davies inquired if the ordinance was based on other City ordinances. Council Member Pierson stated TML had been emailing ordinances and examples to members regarding this issue. Planning Coordinator Dunlop stated the ordinance was received from the City of Lewisville and Manor's City Attorney had reviewed it and created the ordinance for the City of Manor.

With no further discussion, the consensus of the City Council was to approve the ordinance.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve an ordinance approving a Design Manual for the installation of network nodes and node support poles; and approving a Pole Attachment Agreement regulating the installation of network nodes on city service poles and utility poles. The motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to adjourn the special session of the Manor City Council at 7:09 p.m. on Wednesday, August 23, 2017. The motion carried.

These minutes approved by the Manor City Council on the 6<sup>th</sup> day of September 2017.

**APPROVE:**

---

Rita G. Jonse  
Mayor

**ATTEST:**

---

Lluvia Tijerina  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 6, 2017

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

**DEPARTMENT:** Development Services

---

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council conduct the public hearing regarding the creation of a Public Improvement District – EntradaGlen.

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

---



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 6, 2017

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

**DEPARTMENT:** Administration

---

**AGENDA ITEM DESCRIPTION:**

Conduct the second public hearing on the FY 2017-2018 Proposed Annual Budget of the City of Manor, Texas.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Proposed Annual Budget FY2017-2018

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council conduct the second public hearing on the FY 2017-2018 Proposed Annual Budget of the City of Manor, Texas.

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

---



# **Proposed Annual Budget**

## **Fiscal Year 2017 - 2018**



**NOTE:**

**This Proposed Budget will raise \$484,207 (23.99% approx) more property tax revenues than last year's budget.**



# PROPOSED ANNUAL BUDGET FISCAL YEAR 2017-18

Original Budget Adopted: \_\_\_\_\_  
Ordinance Number: 480

Amended Budget Adopted: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_

FY 2016-17		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
3,406,099	582,481	2,823,618
0	530,721	(530,721)
722,510	1,602,150	(879,640)
1,067,026	272,661	794,365
503,050	442,077	60,973
53,350	2,735,823	(2,682,473)
-	390,262	(390,262)
-	-	-
5,752,035	6,556,175	(804,140)

AS OF: 6/31/17		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
2,951,022	409,012	2,542,010
0	349,477	(349,477)
442,578	1,285,989	(843,411)
896,927	276,313	620,614
408,188	368,776	39,412
58,487	2,126,738	(2,068,251)
-	265,413	(265,413)
-	-	-
4,757,202	5,081,717	(324,515)

FY 2017-18		
BUDGET REVENUES	BUDGET EXPENSES	NET
4,000,602	609,724	3,390,878
0	562,403	(562,403)
778,500	1,387,709	(609,209)
	552,908	(552,908)
920,420	398,913	521,507
606,650	484,120	122,530
76,513	2,971,033	(2,894,520)
-	383,712	(383,712)
-	-	-
6,382,685	7,350,522	(967,837)

FUND BALANCES	
ESTIMATED 30-Sep-17	PROJECTED 30-Sep-18

0	342,659	(342,659)
2,222,985	1,633,541	589,444
1,914,577	1,075,122	839,455
-	-	-
4,137,562	3,051,322	1,086,240

0	263,936	(263,936)
1,533,492	1,263,892	269,601
1,401,839	657,231	744,608
-	-	-
2,935,331	2,185,059	750,272

UTILITY FUND		
0	409,090	(409,090)
1,952,872	2,014,149	(61,277)
1,692,625	106,112	1,586,513
-	-	-
3,645,497	2,529,352	1,116,145

9,889,597	9,607,497	282,100
-----------	-----------	---------

7,692,533	7,266,776	425,757
-----------	-----------	---------

10,028,182	9,879,874	148,308
------------	-----------	---------

824,025	972,333
---------	---------

2,187,304	2,176,104	11,201
-----------	-----------	--------

1,631,558	399,315	1,232,243
-----------	---------	-----------

2,174,637	2,174,637	-
-----------	-----------	---

91,186	91,186
--------	--------

9,950	38,126	(28,176)
7,450	51,800	(44,350)
100,564	35,000	65,564
23,676	9,000	14,676
115,200	-	115,200
340,200	180,000	160,200
-	-	-
17,893,250	-	17,893,250
18,490,290	313,926	18,176,364

9,950	38,126	(28,176)
7,366	51,800	(44,434)
195,491	35,000	160,491
34,111	22,350	11,761
154,866	0	154,866
306,453	172,707	133,746
-	-	-
-	-	-
708,237	319,983	388,254

RESTRICTED FUNDS		
10,500	3,000	7,500
7,500	-	7,500
148,520	174,416	(25,896)
30,260	-	30,260
256,962	-	256,962
798,483	20,000	778,483
32	-	32
-	156,286	(156,286)
1,252,257	353,702	898,555

46,674	54,174
12,518	20,018
46,971	21,075
487,775	518,035
734,293	991,255
2,367,003	3,145,486
8,450	8,482
17,894,500	17,738,214
21,598,185	22,496,740

30,567,191	12,097,526	18,469,664
------------	------------	------------

10,032,328	7,986,074	2,046,254
------------	-----------	-----------

13,455,075	12,408,212	1,046,863
------------	------------	-----------

22,513,396	23,560,259
------------	------------

GRAND TOTALS		
--------------	--	--

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

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

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

**10 -GENERAL FUND  
FINANCIAL SUMMARY**

**PROP. BUDGET WORKSHEETS  
FY 2017-18**

**75.00% OF YEAR COMPLETE**

<b>REVENUE SUMMARY</b>	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED AMENDED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b><u>ADMINISTRATION</u></b>									
TAXES	3,393,476	3,393,476	3,394,857	3,263,439	96.1	131,418	4,079,299	3,987,074	592,217
MISCELLANEOUS	8,200	8,200	8,200	89,988	1,097.4	(81,788)	112,485	8,200	0
PERMITS/LICENSES	2,625	2,625	2,625	1,820	69.3	805	2,275	1,930	(695)
OTHER	1,798	1,798	1,798	2,805	156.0	(1,007)	3,506	3,398	1,600
TOTAL ADMINISTRATION	3,406,099	3,406,099	3,407,480	3,358,052	98.5	49,428	4,197,565	4,000,602	593,122
<b><u>STREET</u></b>									
MISCELLANEOUS	50,010	50,010	71,310	124,900	175.2	(53,590)	156,125	106,000	34,690
SANITATION CHARGES	672,500	672,500	672,500	561,143	83.4	111,357	701,429	672,500	0
TOTAL STREET	722,510	722,510	743,810	686,043	92.2	57,767	857,554	778,500	34,690
<b><u>DEVELOPMENT SERVICES</u></b>									
MISCELLANEOUS	10,200	10,200	10,200	20,117	197.2	(9,917)	23,581	16,200	6,000
PERMITS/LICENSES	1,056,826	1,056,826	1,056,826	1,328,582	125.7	(271,756)	1,660,727	904,220	(152,606)
TOTAL DEVELOPMENT SERVICES	1,067,026	1,067,026	1,067,026	1,348,699	126.4	(281,673)	1,684,308	920,420	(146,606)
<b><u>COURT</u></b>									
MISCELLANEOUS	1,000	1,000	1,000	5,172	517.2	(4,172)	6,465	4,600	3,600
COURT FEES	502,050	502,050	602,050	582,564	96.8	19,486	728,204	602,050	0
TOTAL COURT	503,050	503,050	603,050	587,736	97.5	15,314	734,669	606,650	3,600
<b><u>POLICE</u></b>									
MISCELLANEOUS	20,350	20,350	20,350	31,691	155.7	(11,341)	39,613	33,513	13,163
POLICE CHARGES/FEES	33,000	33,000	33,000	46,929	142.2	(13,929)	58,661	43,000	10,000
TOTAL POLICE	53,350	53,350	53,350	78,619	147.4	(25,269)	98,274	76,513	23,163
<b>TOTAL REVENUES</b>	<b>5,752,035</b>	<b>5,752,035</b>	<b>5,874,716</b>	<b>6,059,149</b>	<b>103.1</b>	<b>(184,433)</b>	<b>7,572,371</b>	<b>6,382,685</b>	<b>507,969</b>

**10 -GENERAL FUND  
FINANCIAL SUMMARY**

**PROP. BUDGET WORKSHEETS  
FY 2017-18**

**75.00% OF YEAR COMPLETE**

<b>EXPENDITURE SUMMARY</b>	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b><u>ADMINISTRATION</u></b>									
PERSONNEL	315,981	315,981	315,981	230,339	72.9	85,642	287,924	325,524	9,543
OPERATING	122,700	122,700	122,700	71,870	58.6	50,830	89,837	125,400	2,700
REPAIRS & MAINTENANCE	44,000	44,000	44,000	12,689	28.8	31,312	15,861	44,000	0
CONTRACTED SERVICES	99,800	99,800	99,800	93,986	94.2	5,814	117,483	114,800	15,000
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
<b>TOTAL ADMINISTRATION</b>	<b>582,481</b>	<b>582,481</b>	<b>582,481</b>	<b>408,884</b>	<b>70.2</b>	<b>173,597</b>	<b>511,105</b>	<b>609,724</b>	<b>27,243</b>
<b><u>FINANCE</u></b>									
PERSONNEL	376,626	376,626	376,626	246,427	65.4	130,198	308,034	408,216	31,590
OPERATING	92,595	92,595	92,595	59,706	64.5	32,889	74,632	92,687	92
REPAIRS & MAINTENANCE	850	850	850	224	26.3	626	280	850	0
CONTRACTED SERVICES	53,000	53,000	53,000	35,093	66.2	17,907	43,866	53,000	0
DEBT PAYMENTS	7,650	7,650	7,650	7,650	100.0	0	9,563	7,650	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
<b>TOTAL FINANCE</b>	<b>530,721</b>	<b>530,721</b>	<b>530,721</b>	<b>349,100</b>	<b>65.8</b>	<b>181,621</b>	<b>436,375</b>	<b>562,403</b>	<b>31,682</b>
<b><u>STREET</u></b>									
PERSONNEL	400,145	400,145	400,145	278,915	69.7	121,230	348,644	225,304	(174,841)
OPERATING	122,770	122,770	122,770	84,106	68.5	38,664	104,956	113,170	(9,600)
REPAIRS & MAINTENANCE	246,500	246,500	246,500	217,000	88.0	29,500	271,250	272,500	26,000
CONTRACTED SERVICES	700,000	700,000	700,000	582,533	83.2	117,467	728,167	695,000	(5,000)
DEBT PAYMENTS	52,735	52,735	52,735	73,945	140.2	(21,210)	92,431	52,735	0
GRANT EXPENDITURES	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	20,000	20,000	20,000	14,523	72.6	5,477	18,154	12,000	(8,000)
CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	20,949	104.7	(949)	26,186	17,000	(3,000)
<b>TOTAL STREET</b>	<b>1,562,150</b>	<b>1,562,150</b>	<b>1,562,150</b>	<b>1,271,971</b>	<b>81.4</b>	<b>290,179</b>	<b>1,589,788</b>	<b>1,387,709</b>	<b>(174,441)</b>

**PARKS**

PERSONNEL	400,145	400,145	400,145	278,915	70	121,230	0	348,644	<b>326,866</b>	(73,279)	
OPERATING	0	0	0	0	0	0	0	0	<b>29,010</b>	0	
REPAIRS & MAINTENANCE	0	0	0	0	0	0	0	0	<b>125,000</b>	0	
CONTRACTED SERVICES	100	100	100	141	141	(41)	0	176	-	0	
DEBT PAYMENTS	1,400	1,400	1,400	800	57	600	0	1,000	<b>28,200</b>	(700)	
GRANT EXPENDITURES	2,220	2,220	2,220	2,896	130	(676)	0	3,620	-	(1,110)	
CAPITAL OUTLAY < \$5K	500	500	500	305	61	195	0	381	<b>11,632</b>	(500)	
CAPITAL OUTLAY > \$5K	400	400	400	100	25	300	0	125	<b>32,200</b>	200	
<b>TOTAL PARKS</b>	<b>404,765</b>	<b>404,765</b>	<b>404,765</b>	<b>283,157</b>	<b>484.2</b>	<b>121,608</b>		<b>353,946</b>	<b>552,908</b>	<b>(75,389)</b>	

**DEVELOPMENT SERVICES**

PERSONNEL	116,770	116,770	116,770	79,926	68.4	36,844		99,731	<b>282,759</b>	165,989	
OPERATING	0	0	0	0	0.0	0		0	<b>30,654</b>	30,654	
REPAIRS & MAINTENANCE	20,000	20,000	20,000	14,523	72.6	5,477		18,154	<b>1,000</b>	(19,000)	
CONTRACTED SERVICES	61,500	61,500	61,500	81,040	131.8	(19,540)		0	<b>84,500</b>	23,000	
DEBT PAYMENTS	0	0	0	0	0.0	0		0	-	0	
CAPITAL OUTLAY < \$5K	977	0	0	0	0.0	0		0	-	0	
CAPITAL OUTLAY > \$5K	2,000	16,000	0	0	0.0	0		0	-	0	
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>201,247</b>	<b>214,270</b>	<b>198,270</b>	<b>175,490</b>	<b>88.5</b>	<b>22,780</b>		<b>117,886</b>	<b>398,913</b>	<b>200,643</b>	

**COURT**

PERSONNEL	173,549	173,549	173,549	125,360	72.2	48,189		156,700	<b>181,550</b>	8,001	
OPERATING	16,280	16,280	16,280	11,624	71.4	4,656		14,530	<b>17,450</b>	1,170	
REPAIRS & MAINTENANCE	387	1,900	0	0	0.0	0		0	-	0	
CONTRACTED SERVICES	233,000	233,000	233,000	168,901	72.5	64,099		211,126	<b>277,500</b>	44,500	
DEBT PAYMENTS	0	0	0	0	0.0	0		0	-	0	
CAPITAL OUTLAY < \$5K	5,030	5,030	5,030	240	4.8	4,790		300	<b>1,620</b>	(3,410)	
CAPITAL OUTLAY > \$5K	14,218	14,218	14,218	9,384	66.0	4,834		11,731	<b>6,000</b>	(8,218)	
<b>TOTAL COURT</b>	<b>442,464</b>	<b>443,977</b>	<b>442,077</b>	<b>315,509</b>	<b>71.4</b>	<b>126,568</b>		<b>394,387</b>	<b>484,120</b>	<b>42,043</b>	

**POLICE**

PERSONNEL	2,138,146	2,138,146	2,138,146	1,627,872	76.1	510,274	2,034,840	2,239,417	101,271	
OPERATING	157,831	157,831	157,831	124,535	78.9	33,296	155,669	228,105	70,274	
REPAIRS & MAINTENANCE	66,400	66,400	66,400	59,474	89.6	6,926	74,342	81,000	14,600	
CONTRACTED SERVICES	111,258	111,258	111,258	101,565	91.3	9,693	126,957	172,492	61,234	
DEBT PAYMENTS	188,350	188,350	188,350	188,350	100.0	0	235,438	188,750	400	
CAPITAL OUTLAY < \$5K	13,838	13,838	13,838	2,672	19.3	11,166	3,340	16,800	2,962	
CAPITAL OUTLAY > \$5K	60,000	60,000	60,000	15,682	26.1	44,318	19,603	44,470	(15,530)	
TOTAL POLICE	2,735,823	2,735,823	2,735,823	2,120,151	77.5	615,672	2,650,189	2,971,033	235,210	

**INFORMATION TECHNOLOGY (I.T.)**

PERSONNEL	83,297	83,297	83,297	60,674	72.8	22,624	75,842	83,297	0	
OPERATING	87,145	87,145	87,145	58,967	67.7	28,178	0	100,100	12,955	
REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0.0	6,085	0	6,085	0	
CONTRACTED SERVICES	203,730	203,730	203,730	130,518	64.1	73,212	24	124,230	(79,500)	
CAPITAL OUTLAY < \$5K	5	5	5	922	18,432.6	(917)	0	55,000	54,995	
CAPITAL OUTLAY > \$5K	10,000	10,000	10,000	9,922	99.2	78	323	15,000	5,000	
TOTAL I.T	390,262	390,262	390,262	261,002	66.9	129,260	29,853	383,712	(6,550)	

TOTAL EXPENDITURES	6,054,885	6,069,421	6,846,549	4,641,105	67.8	2,205,444
--------------------	-----------	-----------	-----------	-----------	------	-----------

5,699,728	7,350,521	503,973
-----------	-----------	---------

REVENUES OVER/(UNDER) EXPENDITURES	(302,850)	(317,386)	(971,833)	1,418,044	(2,389,877)
------------------------------------	-----------	-----------	-----------	-----------	-------------

1,872,643	(967,837)	3,996
-----------	-----------	-------

**10 -GENERAL FUND  
REVENUES**

**PROP. BUDGET WORKSHEETS**

**FY 2017-18**

**75.00% OF YEAR COMPLETE**

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>ADMINISTRATION REVENUES</b>									
<b><u>TAXES</u></b>									
10-4100-40-40000 AD VALOREM TAXES - CURRENT	2,141,979	2,141,979	2,141,979	2,108,465	98	33,514	2,635,581	2,502,859	360,880
10-4100-40-40010 AD VALOREM TAXES - PRIOR	60,000	60,000	60,000	17,022	28	42,978	21,278	17,000	-43,000
10-4100-40-40015 RENDITION PAYMENTS	0	0	0	0	0	0	0	0	0
10-4100-40-40016 VEHIVLE DEALER INVENTORY			1,381	1,381	100	0	1,726	0	-1,381
10-4100-40-40020 AD VALOREM TAXES P&I	28,000	28,000	28,000	21,565	77	6,435	26,956	28,000	0
10-4100-40-40025 SALES TAX COMPTROLLER	737,497	737,497	737,497	794,544	108	-57,047	993,180	1,013,215	275,718
10-4100-40-40040 FRANCHISE TAX-ELECTRIC	200,000	200,000	200,000	116,009	58	83,991	145,012	200,000	0
10-4100-40-40043 FRANCHISE TAX-CABLE TE	60,000	60,000	60,000	55,243	92	4,757	69,053	60,000	0
10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV	20,000	20,000	20,000	8,160	41	11,840	10,200	20,000	0
10-4100-40-40045 FRANCHISE TAX-GAS/PROP	20,000	20,000	20,000	20,756	104	-756	25,945	20,000	0
10-4100-40-40047 FRANCHISE TAX-TELEPHONE	44,500	44,500	44,500	49,397	111	-4,897	61,747	44,500	0
10-4100-40-40050 FRANCHISE TAX-SOLID WASTE	76,000	76,000	76,000	65,722	86	10,278	82,152	76,000	0
10-4100-40-40060 MIXED BEVERAGE TAXES	5,500	5,500	5,500	5,176	94	324	6,470	5,500	0
TOTAL TAXES	3,393,476	3,393,476	3,394,857	3,263,439	96	131,418	4,079,299	3,987,074	592,217
<b><u>MISCELLANEOUS</u></b>									
10-4100-42-42099 MISCELLANEOUS	8,200	8,200	8,200	89,988	1,097	-81,788	112,485	8,200	0
10-4100-42-42100 GRANTS	0	0	0	0	0	0	0	0	0
10-4100-42-42500 DONATIONS	0	0	0	0	0	0	0	0	0
10-4100-42-48100 UNCLAIMED PROPERTY	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	8,200	8,200	8,200	89,988	1,097	-81,788	112,485	8,200	0
<b><u>PERMITS/LICENSES</u></b>									
10-4100-45-42010 PERMITS-PET	75	75	75	360	480	-285	450	320	245
10-4100-45-42020 HEALTH PERMITS	0	0	0	0	0	0	0	0	0
10-4100-45-42040 PERMITS- CITY MISC	150	150	150	0	0	150	0	150	0
10-4100-45-42050 LICENSES- ALCHOLIC BEV	2,400	2,400	2,400	1,460	61	940	1,825	1,460	-940
TOTAL PERMITS/LICENSES	2,625	2,625	2,625	1,820	69	805	2,275	1,930	-695
<b><u>OTHER</u></b>									
10-4100-48-42050 NOTARY FEES	298	298	298	178	60	120	223	298	0
10-4100-48-42100 REIMBURSED EXPENSES	0	0	0	0	0	0	0	0	0
10-4100-48-48000 INTEREST INCOME	1,500	1,500	1,500	2,627	175	-1,127	3,284	3,100	1,600
TOTAL OTHER	1,798	1,798	1,798	2,805	156	-1,007	3,506	3,398	1,600
<b>TOTAL ADMINISTRATION REVENUES</b>	<b>3,406,099</b>	<b>3,406,099</b>	<b>3,407,480</b>	<b>3,358,052</b>	<b>99</b>	<b>49,428</b>	<b>4,197,565</b>	<b>4,000,602</b>	<b>593,122</b>

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>STREET REVENUES</b>									
<b>MISCELLANEOUS</b>									
10-4225-42-42098 CAP METRO BCT	50,000	50,000	71,300	124,900	175	-53,600	156,125	106,000	34,700
10-4225-42-42099 MISCELLANEOUS	10	10	10	0	0	10	0	0	-10
TOTAL MISCELLANEOUS	50,010	50,010	71,310	124,900	175	-53,590	156,125	106,000	34,690
<b>SANITATION CHARGES</b>									
10-4225-44-44010 SOLID WASTE REVENUE	660,500	660,500	660,500	549,415	83	111,085	686,769	660,500	0
10-4225-44-44025 LATE FEES TRASH	12,000	12,000	12,000	11,728	98	272	14,660	12,000	0
10-4225-44-44031 ADJUSTMENTS	0	0	0	0	0	0	0	0	0
TOTAL SANITATION CHARGES	672,500	672,500	672,500	561,143	83	111,357	701,429	672,500	0
<b>TOTAL STREET REVENUES</b>	<b>722,510</b>	<b>722,510</b>	<b>743,810</b>	<b>686,043</b>	<b>92</b>	<b>57,767</b>	<b>857,554</b>	<b>778,500</b>	<b>34,690</b>



	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>DEVELOPMENT SERVICES REVENUES</b>									
<b>MISCELLANEOUS</b>									
10-4300-42-42090 TECHNOLOGY FEES	10,000	10,000	10,000	18,865	189	-8,865	23,581	15,000	5,000
10-4300-42-42091 ONLINE PAYMENT FEE	200	200	200	1,252				1,200	1,000
TOTAL MISCELLANEOUS	10,200	10,200	10,200	20,117	197	-9,917	23,581	16,200	6,000
<b>PERMITS/LICENSES</b>									
10-4300-45-42040 PERMITS-CITY MISC.	1,000	1,000	1,000	0	0	1,000	0	1,000	0
10-4300-45-44095 SIGN PERMITS	2,500	2,500	2,500	1,500	60	1,000	1,875	2,500	0
10-4300-45-44096 SITE PLAN	12,000	12,000	12,000	8,383	70	3,617	10,478	10,000	-2,000
10-4300-45-44097 NOTIFICATIONS	1,300	1,300	1,300	0	0	1,300	0	1,300	0
10-4300-45-45000 DEVELOPER FUNDINGS	0	0	0	0	0	0	0	0	0
10-4300-45-45050 PLAT AND PLAN FEES	108,000	108,000	108,000	148,795	138	-40,795	185,993	108,000	0
10-4300-45-45075 BLDG. PLAN REVIEW	100	100	100	0	0	100	0	100	0
10-4300-45-45076 SUBDIVISION TEST & INSP	300,000	300,000	300,000	158,654	53	141,346	198,318	150,000	-150,000
10-4300-45-45077 ZONING	11,220	11,220	11,220	12,549	112	-1,329	15,686	11,220	0
10-4300-45-45100 BUILDING PERMITS	465,606	465,606	465,606	953,062	205	-487,456	1,191,327	465,000	-606
10-4300-45-45101 R.O.W. PERMITS	0	0	0	450	0	-450	563	0	0
10-4300-45-45200 BUILDINGS INSPECTION FEES	155,000	155,000	155,000	45,190	29	109,810	56,488	155,000	0
10-4300-45-45201 SUBDIV CONSTRUCTION	0	0	0	0	0	0	0	0	0
10-4300-45-45500 PROFESSIONAL DEPOSIT FEES	100	100	100	0	0	100	0	100	0
TOTAL PERMITS/LICENSES	1,056,826	1,056,826	1,056,826	1,328,582	126	-271,756	1,660,727	904,220	-152,606
<b>TOTAL DEVELOPMENT SERVICES REVENUES</b>	<b>1,067,026</b>	<b>1,067,026</b>	<b>1,067,026</b>	<b>1,348,699</b>	<b>126</b>	<b>-281,673</b>	<b>1,684,308</b>	<b>920,420</b>	<b>-146,606</b>

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>COURT REVENUES</b>									
<b>MISCELLANEOUS</b>									
10-4500-42-42090 ONLINE PAYMENT FEES	1,000	1,000	1,000	5,172	517	-4,172	6,465	4,600	3,600
10-4500-42-42099 TCDC REVENUES	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	1,000	1,000	1,000	5,172	517	-4,172	6,465	4,600	3,600
<b>COURT FEES</b>									
10-4500-46-46100 COURT TECHNOLOGY FEE	10,000	10,000	10,000	9,385	94	615	11,732	10,000	0
10-4500-46-46200 COURT BUILDING SECURITY	7,050	7,050	7,050	7,039	100	11	8,799	7,050	0
10-4500-46-46300 COURT COSTS EARNED	485,000	485,000	585,000	566,139	97	18,861	707,674	585,000	0
TOTAL COURT FEES	502,050	502,050	602,050	582,564	97	19,486	728,204	602,050	0
<b>TOTAL COURT REVENUES</b>	<b>503,050</b>	<b>503,050</b>	<b>603,050</b>	<b>587,736</b>	<b>97</b>	<b>15,314</b>	<b>734,669</b>	<b>606,650</b>	<b>3,600</b>

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>POLICE REVENUES</b>									
<b>MISCELLANEOUS</b>									
10-4600-42-41015 GRANT PROCEEDS - POLIC	350	350	350	22,513	6,432	-22,163	28,141	22,513	22,163
10-4600-42-41024 NATIONAL NIGHT OUT CAM	0	0	0	0	0	0	0	0	0
10-4600-42-41025 RESTRICTED DONATIONS	0	0	0	0	0	0	0	0	0
10-4600-42-42099 MISCELLANEOUS	20,000	20,000	20,000	9,178	46	10,822	11,472	11,000	-9,000
TOTAL MISCELLANEOUS	20,350	20,350	20,350	31,691	156	-11,341	39,613	33,513	13,163
<b>POLICE CHARGES/FEES</b>									
10-4600-47-47000 ASSET SEIZURES	0	0	0	0	0	0	0	0	0
10-4600-47-47009 ALARM PERMIT	7,000	7,000	7,000	7,290	104	-290	9,113	7,000	0
10-4600-47-47010 POLICE REPORTS	1,350	1,350	1,350	1,422	105	-72	1,778	1,350	0
10-4600-47-47011 FINGER PRINTING	50	50	50	10	20	40	13	50	0
10-4600-47-47110 MOTOR VEHICLE DISB	4,500	4,500	4,500	3,700	82	800	4,625	4,500	0
10-4600-47-47200 WARRANT AND FTA FEES	100	100	100	110	110	-10	137	100	0
10-4600-47-47310 IMPOUNDS	0	0	0	0	0	0	0	0	0
10-4600-47-47325 AUCTIONS	0	0	0	0	0	0	0	0	0
10-4600-47-47400 POLICE CAR RENTAL INCO	20,000	20,000	20,000	34,396	172	-14,396	42,996	30,000	10,000
TOTAL POLICE CHARGES/FEES	33,000	33,000	33,000	46,929	142	-13,929	58,661	43,000	10,000
<b>TOTAL POLICE REVENUES</b>	<b>53,350</b>	<b>53,350</b>	<b>53,350</b>	<b>78,619</b>	<b>147</b>	<b>-25,269</b>	<b>98,274</b>	<b>76,513</b>	<b>23,163</b>
<b>NON-DEPARTMENTAL REVENUES</b>									
<b>OTHER FINANCING SOURCES</b>									
10-4999-41-41050 LOAN PROCEEDS	0	0	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0	0	0	0
<b>TRANSFERS</b>									
10-4999-49-50005 TRANSFERS IN	0	0	0	0	0	0	0	0	0
10-4999-49-50010 TRANSFERS FROM CPF	0	0	0	0	0	0	0	0	0
10-4999-49-59000 TRANSFERS FROM UF	0	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0	0
<b>TOTAL NON-DEPARTMENTAL REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>5,752,035</b>	<b>5,752,035</b>	<b>5,874,716</b>	<b>6,059,149</b>	<b>103</b>	<b>-184,433</b>	<b>7,572,371</b>	<b>6,382,685</b>	<b>507,969</b>

**10 -GENERAL FUND  
DEPARTMENTAL EXPENDITURES**

**PROP. BUDGET WORKSHEETS**

**FY 2017-18**

**75.00% OF YEAR COMPLETE**

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>ADMINISTRATION EXPENDITURES</b>									
<b>PERSONNEL</b>									
10-5100-50-50010 SALARIES	247,199	247,199	247,199	184,107	74	63,092	230,134	259,550	12,351
10-5100-50-50050 OVERTIME	200	200	200	106	53	94	132	0	-200
10-5100-50-50075 LONGEVITY	1,400	1,400	1,400	1,400	100	0	1,750	1,500	100
10-5100-50-50200 EMPLOYER PAID TAXES	18,915	18,915	18,915	13,832	73	5,083	17,290	20,009	1,094
10-5100-50-50255 WORKERS' COMPENSATION	800	800	800	686	86	114	857	800	0
10-5100-50-50325 HEALTH INSURANCE	18,947	18,947	18,947	10,116	53	8,831	12,645	18,947	0
10-5100-50-50335 HEALTH ASSISTANCE	238	238	238	258	109	-20	323	260	22
10-5100-50-50410 EMPLOYER RETIREMENT CO	10,782	10,782	10,782	7,853	73	2,930	9,816	11,758	976
10-5100-50-50520 EMPLOYEE EDUCATION	5,000	5,000	5,000	2,751	55	2,249	3,439	5,000	0
10-5100-50-50650 VEHICLE ALLOWANCE	12,000	12,000	12,000	9,231	77	2,769	11,538	7,200	-4,800
10-5100-50-50700 REIMBURSABLE UNEMPLOYM	500	500	500	0	0	500	0	500	0
TOTAL PERSONNEL	315,981	315,981	315,981	230,339	73	85,642	287,924	325,524	9,543
<b>OPERATING</b>									
10-5100-51-51010 ADVER/NOTIFICATION/PUBLIC HEARIN	4,500	4,500	4,500	3,715	83	785	4,644	4,500	0
10-5100-51-51011 PRE-EMPLO SCREENING	0	0	0	0	0	0	0	0	
10-5100-51-51041 EMPLOYEE APPRECIATION	3,000	3,000	3,000	1,863	62	1,137	2,328	3,000	0
10-5100-51-51160 ELECTION EXPENSES	4,500	4,500	4,500	2,972	66	1,528	3,715	6,500	2,000
10-5100-51-51335 INSURANCE-PROPERTY, CA	1,700	1,700	1,700	1,087	64	613	1,359	1,700	0
10-5100-51-51338 INSURANCE LIABILITY	8,000	8,000	8,000	6,000	75	2,000	7,500	8,000	0
10-5100-51-51480 MEETING EXPENSES	2,000	2,000	2,000	806	40	1,194	1,007	2,000	0
10-5100-51-51485 MISCELLANEOUS	11,500	11,500	11,500	36,872	321	-25,372	46,090	11,500	0
10-5100-51-51602 PENALTIES & INTEREST	150	150	150	0	0	150	0	150	0
10-5100-51-51603 PERIODICALS AND PUBLIC	600	600	600	218	36	383	272	1,100	500
10-5100-51-51625 POSTAGE/DELIVERY	550	550	550	25	5	525	32	550	0
10-5100-51-51634 EDC BEAUTIFICATION	50,000	50,000	50,000	0	0	50,000	0	50,000	0
10-5100-51-51635 PROFESSIONAL & MEMBERS	5,500	5,500	5,500	4,863	88	637	6,079	5,500	0
10-5100-51-51746 SUPPLIES-OFFICE	9,000	9,000	9,000	2,862	32	6,138	3,577	9,000	0
10-5100-51-51780 TRAVEL	7,000	7,000	7,000	2,595	37	4,405	3,244	7,200	200
10-5100-51-51813 UTILITIES-ELECTRIC BLU	9,500	9,500	9,500	5,334	56	4,166	6,668	9,500	0
10-5100-51-51817 UTILITIES-NATURAL GAS	1,200	1,200	1,200	470	39	730	588	1,200	0
10-5100-51-52110 OFFICE EQUIPMENT LEASE	4,000	4,000	4,000	2,187	55	1,813	2,734	4,000	0
TOTAL OPERATING	122,700	122,700	122,700	71,870	59	50,830	89,837	125,400	2,700

**REPAIRS & MAINTENANCE**

10-5100-52-52000 COMPUTER R&M	0	0	0	0	0	0	0	0	0
10-5100-52-52010 BUILDING REPAIRS & MAI	30,000	30,000	30,000	10,337	34	19,663	12,921	30,000	0
10-5100-52-52012 CLEANING & MAINTENANCE	14,000	14,000	14,000	2,352	17	11,648	2,940	14,000	0
10-5100-52-52130 OFFICE EQUIPMENT REPAI	0	0	0	0	0	0	0	0	0
10-5100-52-52220 COMPUTER EQUIPMENT-MAI	0	0	0	0	0	0	0	0	0
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>44,000</b>	<b>44,000</b>	<b>44,000</b>	<b>12,689</b>	<b>29</b>	<b>31,312</b>	<b>15,861</b>	<b>44,000</b>	<b>0</b>

**CONTRACTED SERVICES**

10-5100-54-51000 ACCOUNTING & AUDITING	0	0	0	0	0	0	0	0	0
10-5100-54-51165 ENGINEERING/PLANNING S	55,000	55,000	55,000	63,088	115	-8,088	78,860	70,000	15,000
10-5100-54-51440 LEGAL FEES	29,000	29,000	29,000	15,686	54	13,314	19,608	29,000	0
10-5100-54-51500 CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5100-54-5150X I/T CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5100-54-51590 DOCUMENT STORAGE	1,800	1,800	1,800	1,468	82	332	1,835	1,800	0
10-5100-54-51760 TAXING DISTRICT FEES	14,000	14,000	14,000	13,744	98	256	17,180	14,000	0
10-5100-54-52005 EMERGENCY NOTIFICATION	0	0	0	0	0	0	0	0	0
10-5100-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
10-5100-54-52241 SOFTWARE LICENSES	0	0	0	0	0	0	0	0	0
<b>TOTAL CONTRACTED SERVICES</b>	<b>99,800</b>	<b>99,800</b>	<b>99,800</b>	<b>93,986</b>	<b>94</b>	<b>5,814</b>	<b>117,483</b>	<b>114,800</b>	<b>15,000</b>

**DEBT PAYMENTS**

10-5100-55-52110 OFFICE EQUIPMENT LEASE	0	0	0	0	0	0	0	0	0
10-5100-55-52210 LEASE- INCODE SOFTWARE	0	0	0	0	0	0	0	0	0
10-5100-55-60000 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0
<b>TOTAL DEBT PAYMENTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CAPITAL OUTLAY < \$5K**

10-5100-57-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5100-57-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
<b>TOTAL CAPITAL OUTLAY &lt; \$5K</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CAPITAL OUTLAY > \$5K**

10-5100-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5100-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
<b>TOTAL CAPITAL OUTLAY &gt; \$5K</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>TOTAL ADMINISTRATION EXPENDITURES</b>	<b>582,481</b>	<b>582,481</b>	<b>582,481</b>	<b>408,884</b>	<b>70</b>	<b>173,597</b>	<b>511,105</b>	<b>609,724</b>	<b>27,243</b>
--	----------------	----------------	----------------	----------------	-----------	----------------	----------------	----------------	---------------

FINANCE EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>PERSONNEL</b>									
10-5150-50-50010 SALARIES	302,245	302,245	302,245	199,829	66	102,416	249,786	318,286	16,040
10-5150-50-50050 OVERTIME	2,413	2,413	2,413	354	15	2,059	443	2,310	-103
10-5150-50-50075 LONGEVITY	1,600	1,600	1,600	2,300	144	-700	2,875	1,900	300
10-5150-50-50200 EMPLOYER PAID TAXES	23,429	23,429	23,429	14,964	64	8,465	18,705	24,656	1,227
10-5150-50-50255 WORKERS' COMPENSATION	1,950	1,950	1,950	1,415	73	535	1,768	2,016	66
10-5150-50-50325 HEALTH INSURANCE	31,578	31,578	31,578	19,059	60	12,518	23,824	44,209	12,631
10-5150-50-50335 HEALTH ASSISTANCE	240	240	240	258	108	-18	323	240	0
10-5150-50-50410 EMPLOYER RETIREMENT CO	12,671	12,671	12,671	8,188	65	4,483	10,235	14,100	1,429
10-5150-50-50520 EMPLOYEE EDUCATION	500	500	500	60	12	440	75	500	0
TOTAL PERSONNEL	376,626	376,626	376,626	246,427	65	130,198	308,034	408,216	31,590
<b>OPERATING</b>									
10-5150-51-51010 ADVER/POSTING/PUBLIC HEARING	4,500	4,500	4,500	0	0	4,500	0	4,500	0
10-5150-51-51011 PRE-EMPLOYMENT SCREEN	100	100	100	35	35	65	44	100	0
10-5150-51-51042 CREDIT CARD MERCHANT SVCS	33,500	33,500	33,500	22,605	67	10,895	28,256	33,500	0
10-5150-51-51080 CASH SHORT & OVER	500	500	500	-265	-53	765	-331	500	0
10-5150-51-51335 INSURANCE-PROPERTY, CA	2,650	2,650	2,650	1,627	61	1,023	2,033	2,650	0
10-5150-51-51338 INSURANCE LIABILITY	2,860	2,860	2,860	2,145	75	715	2,681	2,860	0
10-5150-51-51480 MEETING EXPENSES	500	500	500	0	0	500	0	500	0
10-5150-51-51485 MISCELLANEOUS	1,250	1,250	1,250	99	8	1,151	124	1,250	0
10-5150-51-51602 PENALTIES & INTEREST	600	600	600	0	0	600	0	600	0
10-5150-51-51603 PERIODICALS AND PUBLIC	100	100	100	0	0	100	0	100	0
10-5150-51-51625 POSTAGE/DELIVERY	37,300	37,300	37,300	28,010	75	9,290	35,013	37,300	0
10-5150-51-51635 PROFESSIONAL & MEMBERS	100	100	100	0	0	100	0	100	0
10-5150-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,141	71	859	2,676	3,000	0
10-5150-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5150-51-51775 WIRELESS COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5150-51-51780 TRAVEL	500	500	500	416	83	84	520	500	0
10-5150-51-52110 OFFICE EQUIPMENT LEASE	1,950	1,950	1,950	1,331	68	619	1,664	2,042	92
10-5150-51-52340 VEHICLE FUEL & OIL	3,185	3,185	3,185	1,562	49	1,623	1,953	3,185	0
TOTAL OPERATING	92,595	92,595	92,595	59,706	64	32,889	74,632	92,687	92

**REPAIRS & MAINTENANCE**

10-5150-52-52130 OFFICE EQUIPMENT REPAI	250	250	250	103	41	148	128	250	0
10-5150-52-52320 VEHICLE REPAIRS & MAINT	600	600	600	121	20	479	151	600	0
TOTAL REPAIRS & MAINTENANCE	850	850	850	224	26	626	280	850	0

**CONTRACTED SERVICES**

10-5150-54-51000 ACCOUNTING & AUDITING	52,000	52,000	52,000	35,093	67	16,907	43,866	52,000	0
10-5150-52-52010 BUILDING REPAIRS & MAINT				0	0	0	0	0	0
10-5150-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0	0	0	0	0
10-5150-54-51440 LEGAL FEES	1,000	1,000	1,000	0	0	1,000	0	1,000	0
10-5150-54-51500 CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5150-54-51501 I/T CONSULTING SERVICES	0	0	0	0	0	0	0	0	0
10-5150-54-51590 DOCUMENT STORAGE	0	0	0	0	0	0	0	0	0
10-5150-54-52005 EMERGENCY NOTIFICATION	0	0	0	0	0	0	0	0	0
10-5150-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	53,000	53,000	53,000	35,093	66	17,907	43,866	53,000	0

**DEBT PAYMENTS**

10-5150-51-52110 OFFICE EQUIPMENT LEASE	0	0	0	0	0	0	0	0	0
10-5150-55-52210 LEASE- INCODE SOFTWARE	0	0	0	0	0	0	0	0	0
10-5150-55-52310 VEHICLE LEASE EXPENSE	7,650	7,650	7,650	7,650	100	7,634	9,563	7,650	0
TOTAL DEBT PAYMENTS	7,650	7,650	7,650	7,650	100	7,634	9,563	7,650	0

**CAPITAL OUTLAY < \$5K**

10-5150-57-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5150-57-52200 COMPUTER EQUIPMENT-PUR	1,091	2,000	2,000	0	0	2,000	0	0	-2,000
TOTAL CAPITAL OUTLAY < \$5K	1,091	2,000	2,000	0	0	2,000	0	0	-2,000

**CAPITAL OUTLAY > \$5K**

10-5150-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0	0	0	0	0

<b>TOTAL FINANCE EXPENDITURES</b>	<b>531,812</b>	<b>532,721</b>	<b>532,721</b>	<b>349,100</b>	<b>66</b>	<b>183,621</b>	<b>436,375</b>	<b>562,403</b>	<b>29,682</b>
-----------------------------------	----------------	----------------	----------------	----------------	-----------	----------------	----------------	----------------	---------------

STREET EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>PERSONNEL</b>									
10-5225-50-50010 SALARIES	289,019	289,019	289,019	190,655	66	98,365	238,318	106,509	-182,510
10-5225-50-50050 OVERTIME	9,650	9,650	9,650	5,928	61	3,722	7,410	9,650	0
10-5225-50-50075 LONGEVITY	3,700	3,700	3,700	6,200	168	-2,500	7,750	3,700	0
10-5225-50-50200 EMPLOYER PAID TAXES	21,856	21,856	21,856	15,170	69	6,686	18,962	21,856	0
10-5225-50-50255 WORKERS' COMPENSATION	11,025	11,025	11,025	12,003	109	-978	15,004	11,025	0
10-5225-50-50325 HEALTH INSURANCE	50,524	50,524	50,524	31,084	62	19,440	38,855	50,524	0
10-5225-50-50410 EMPLOYER RETIREMENT CO	12,470	12,470	12,470	8,330	67	4,140	10,413	12,470	0
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	500	1,876	375	-1,376	2,345	500	0
10-5225-50-50700 REIMB UNEMPLOYMENT	1,400	1,400	1,400	7,669	548	-6,269	9,586	9,069	7,669
TOTAL PERSONNEL	400,145	400,145	400,145	278,915	70	121,230	348,644	225,304	-174,841
<b>OPERATING</b>									
10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	141	141	-41	176	100	0
10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	1,400	800	57	600	1,000	1,400	0
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	2,220	2,896	130	-676	3,620	2,220	0
10-5225-51-51485 MISCELLANEOUS	500	500	500	305	61	195	381	0	-500
10-5225-51-51610 LICENSES	400	400	400	100	25	300	125	600	200
10-5225-51-51620 PHYSICALS/DRUG TESTING	350	350	350	121	35	229	151	200	-150
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	100	0
10-5225-51-51740 SUPPLIES CHEMICALS & MAT'L	40,000	40,000	40,000	17,371	43	22,629	21,713	23,500	-16,500
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	176	35	324	220	500	0
10-5225-51-51780 TRAVEL	200	200	200	303	151	-103	379	650	450
10-5225-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	4,752	238	-2,752	5,941	1,400	-600
10-5225-51-51813 UTILITIES-ELECTRIC BLU	42,000	42,000	42,000	34,550	82	7,450	43,188	47,000	5,000
10-5225-51-51815 UTILITIES-ELECTRIC TX	9,000	9,000	9,000	6,029	67	2,971	7,536	9,000	0
10-5225-51-52340 FUEL & OIL	13,000	13,000	13,000	8,483	65	4,517	10,603	13,000	0
10-5225-51-52440 EQUIPMENT RENTAL	5,000	5,000	5,000	3,900	78	1,100	4,875	3,500	-1,500
10-5225-51-54020 STREET SIGNS	6,000	6,000	6,000	4,180	70	1,820	5,224	10,000	4,000
TOTAL OPERATING	122,770	122,770	122,770	84,106	69	38,664	104,956	113,170	-9,600
<b>REPAIRS &amp; MAINTENANCE</b>									
10-5225-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	977	39	1,523	1,221	2,500	0
10-5225-52-52320 VEH REPAIRS & MAINTENA	14,000	14,000	14,000	2,790	20	11,210	3,488	7,000	-7,000
10-5225-52-52430 MACHINERY EQUIP-REPAIR	10,000	10,000	10,000	13,721	137	-3,721	17,151	13,000	3,000
10-5225-52-54010 STREET REPAIRS & MAINT	220,000	220,000	220,000	199,511	91	20,489	249,389	250,000	30,000
TOTAL REPAIRS & MAINTENANCE	246,500	246,500	246,500	217,000	88	29,500	271,250	272,500	26,000



**CONTRACTED SERVICES**

10-5225-54-51165 ENGINEERING/PLANNING S	10,000	10,000	10,000	19,413	194	-9,413	24,266	5,000	-5,000
10-5225-54-51440 LEGAL FEES	0	0	0	0	0	0	0	0	0
10-5225-54-54100 TRASH COLLECTION FEES	690,000	690,000	690,000	563,120	82	126,880	703,900	690,000	0
TOTAL CONTRACTED SERVICES	700,000	700,000	700,000	582,533	83	117,467	728,167	695,000	-5,000

**DEBT PAYMENTS**

10-5225-55-52310 VEHICLE LEASE EXPENSE	52,735	52,735	52,735	73,945	140	-21,210	92,431	52,735	0
10-5225-55-52410 MACHINERY EQUIPMENT LE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	52,735	52,735	52,735	73,945	140	-21,210	92,431	52,735	0

**GRANT EXPENDITURES**

10-5225-56-58000 GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0
TOTAL GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0

**CAPITAL OUTLAY < \$5K**

10-5225-57-52400 MACHINERY EQUIPMENT-PU	10,000	10,000	10,000	8,065	81	1,935	10,081	7,000	-3,000
10-5225-57-52450 TOOLS	10,000	10,000	10,000	6,458	65	3,542	8,073	5,000	-5,000
TOTAL CAPITAL OUTLAY < \$5K	20,000	20,000	20,000	14,523	73	5,477	18,154	12,000	-8,000

**CAPITAL OUTLAY > \$5K**

10-5225-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5225-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
10-5225-58-52400 MACHINERY EQUIPMENT-PU	20,000	20,000	20,000	20,949	105	-949	26,186	17,000	-3,000
TOTAL CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	20,949	105	-949	26,186	17,000	-3,000

<b>TOTAL STREET EXPENDITURES</b>	<b>1,562,150</b>	<b>1,562,150</b>	<b>1,562,150</b>	<b>1,271,971</b>	<b>81</b>	<b>290,179</b>	<b>1,589,788</b>	<b>1,387,709</b>	<b>-174,441</b>
----------------------------------	------------------	------------------	------------------	------------------	-----------	----------------	------------------	------------------	-----------------

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED REQUESTED	REQUESTED BUDGET DIFF.
--	----------------------	----------------------------	----------------------------	----------------------------------	----------------	-------------------	-----------------------	------------------------	---------------------------

**PARKS EXPENDITURES****PERSONNEL**

10-5400-50-50010 SALARIES	289,019	289,019	289,019	190,655	66	98,365	238,318	225,276	-63,743
10-5225-50-50050 OVERTIME	9,650	9,650	9,650	5,928	61	3,722	7,410	6,800	-2,850
10-5225-50-50075 LONGEVITY	3,700	3,700	3,700	6,200	168	-2,500	7,750	3,100	-600
10-5225-50-50200 EMPLOYER PAID TAXES	21,856	21,856	21,856	15,170	69	6,686	18,962	17,957	-3,899
10-5225-50-50255 WORKERS' COMPENSATION	11,025	11,025	11,025	12,003	109	-978	15,004	13,500	2,475
10-5225-50-50325 HEALTH INSURANCE	50,524	50,524	50,524	31,084	62	19,440	38,855	37,893	-12,631
10-5225-50-50410 EMPLOYER RETIREMENT CO	12,470	12,470	12,470	8,330	67	4,140	10,413	10,270	-2,200
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	500	1,876	375	-1,376	2,345	3,000	2,500
10-5225-50-50700 REIMB UNEMPLOYMENT	1,400	1,400	1,400	7,669	548	-6,269	9,586	9,069	7,669
TOTAL PERSONNEL	400,145	400,145	400,145	278,915	70	121,230	348,644	326,866	-73,279

**OPERATING**

10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	141	141	-41	176	100	0
---	-----	-----	-----	-----	-----	-----	-----	-----	---

10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	1,400	800	57	600	1,000	700	-700	
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	2,220	2,896	130	-676	3,620	1,110	-1,110	
10-5225-51-51485 MISCELLANEOUS	500	500	500	305	61	195	381	0	-500	
10-5225-51-51610 LICENSES	400	400	400	100	25	300	125	600	200	
10-5225-51-51620 PHYSICALS/DRUG TESTING	350	350	350	121	35	229	151	200	-150	
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	100	0	
10-5225-51-51740 SUPPLIES CHEMICALS	40,000	40,000	40,000	17,371	43	22,629	21,713	5,000	-35,000	
10-5225-51-51741 SUPPLIES MATERIALS								7,500		
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	176	35	324	220	0	-500	
10-5225-51-51780 TRAVEL	200	200	200	303	151	-103	379	1,000	800	
10-5225-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	4,752	238	-2,752	5,941	2,700	700	
10-5225-51-51813 UTILITIES-ELECTRIC BLU	42,000	42,000	42,000	34,550	82	7,450	43,188	1,000	-41,000	
10-5225-51-51815 UTILITIES-ELECTRIC TX	9,000	9,000	9,000	6,029	67	2,971	7,536	0	-9,000	
10-5225-51-52340 FUEL & OIL	13,000	13,000	13,000	8,483	65	4,517	10,603	6,500	-6,500	
10-5225-51-52440 EQUIPMENT RENTAL	5,000	5,000	5,000	3,900	78	1,100	4,875	1,500	-3,500	
10-5400-51-54020 PARKS SIGNS					0	0	0	1,000	1,000	
TOTAL OPERATING	116,770	116,770	116,770	79,926	68	36,844	99,731	29,010	-87,760	
<b>REPAIRS &amp; MAINTENANCE</b>										
10-5225-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	977	39	1,523	1,221	1,500	-1,000	
10-5225-52-52320 VEH REPAIRS & MAINTENA	14,000	14,000	14,000	2,790	20	11,210	3,488	7,000	-7,000	
10-5225-52-52430 MACHINERY EQUIP-REPAIR	10,000	10,000	10,000	13,721	137	-3,721	17,151	6,500	-3,500	
10-5225-52-54015 PARK REPAIRS /MAINTENAN	35,000	35,000	35,000	7,091	20	27,909	8,864	80,000	45,000	
10-5225-52-54016 CEMETARY REPAIRS/MAINTENANCE	5,000	5,000	5,000	5,771	115	-771	7,214	30,000	25,000	
TOTAL REPAIRS & MAINTENANCE	66,500	66,500	66,500	30,351	46	36,149	37,938	125,000	58,500	
<b>CONTRACTED SERVICES</b>										
10-5225-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0	0	0	0	0	
10-5225-54-51440 LEGAL FEES	0	0	0	0	0	0	0	0	0	
10-5225-54-54100 TRASH COLLECTION FEES	0	0	0	0	0	0	0	0	0	
TOTAL CONTRACTED SERVICES	0	0	0	0	0	0	0	0	0	
<b>DEBT PAYMENTS</b>										
10-5225-55-52310 VEHICLE LEASE EXPENSE	0	0	0	0	0	0	0	15,000	15,000	
10-5225-55-52410 MACHINERY EQUIPMENT LE	0	0	0	0	0	0	0	13,200	13,200	
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	28,200	28,200	
<b>GRANT EXPENDITURES</b>										
10-5225-56-58000 GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0	
TOTAL GRANT EXPENDITURES	0	0	0	0	0	0	0	0	0	
<b>CAPITAL OUTLAY &lt; \$5K</b>										
10-5225-57-52400 MACHINERY EQUIPMENT-PU	10,000	10,000	10,000	8,065	81	1,935	10,081	5,632	-4,368	
10-5225-57-52450 TOOLS	10,000	10,000	10,000	6,458	65	3,542	8,073	6,000	-4,000	
TOTAL CAPITAL OUTLAY < \$5K	20,000	20,000	20,000	14,523	73	5,477	18,154	11,632	-8,368	

**CAPITAL OUTLAY > \$5K**

10-5225-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5225-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0	0
10-5225-58-52400 MACHINERY EQUIPMENT-PU	20,000	20,000	20,000	20,949	105	-949	26,186	32,200	12,200
TOTAL CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	20,949	105	-949	26,186	32,200	12,200

<b>TOTAL PARKS EXPENDITURES</b>	<b>623,415</b>	<b>623,415</b>	<b>623,415</b>	<b>424,664</b>	<b>68</b>	<b>198,751</b>
---------------------------------	----------------	----------------	----------------	----------------	-----------	----------------

<b>530,654</b>	<b>552,908</b>	<b>-70,507</b>
----------------	----------------	----------------

	0	0	CURR. BUDGET	Y-T-D ACTUAL	% OF	BUDGET
<b>DEVELOPMENT SERVICES EXPENDITURES</b>	<b>ACTUAL</b>	<b>ORIG. BUDGET</b>	<b>CURR. BUDGET</b>	<b>Y-T-D ACTUAL</b>	<b>BUDGET</b>	<b>BALANCE</b>

PROJECTED	REQUESTED	REQUESTED
YEAR END	2017-18 BUDGET	BUDGET DIFF.

**PERSONNEL**

10-5300-50-50010 SALARIES	152,101	152,101	152,101	112,553	74	39,548	140,692	225,540	73,439
10-5300-50-50050 OVERTIME	503	503	503	0	0	503	0	950	447
10-5300-50-50075 LONGEVITY	400	400	400	400	100	0	500	600	200
10-5300-50-50200 EMPLOYER PAID TAXES	11,705	11,705	11,705	8,366	71	3,339	10,457	17,357	5,652
10-5300-50-50255 WORKERS' COMPENSATION	135	135	135	116	86	19	145	165	30
10-5300-50-50325 HEALTH INSURANCE	18,947	18,947	18,947	12,585	66	6,361	15,732	25,262	6,316
10-5300-50-50335 HEALTH ASSISTANCE				258			323	258	
10-5300-50-50410 EMPLOYER RETIREMENT CO	6,671	6,671	6,671	4,645	70	2,026	5,806	9,926	3,255
10-5300-50-50520 EMPLOYEE EDUCATION	2,200	2,200	2,200	401	18	1,800	501	2,200	0
10-5300-50-50650 VEHICLE ALLOWANCE	0	0	0	0	0	0	0	0	0
10-5300-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500	0
TOTAL PERSONNEL	193,161	193,161	193,161	139,324	72	53,838	174,155	282,759	89,598

**OPERATING**

10-5300-51-51011 PRE-EMPLOYMENT SCREENING	0	0	0	34	0	-34	42	20	20
10-5300-51-51042 CREDIT CARD MERCHANT	0	0	0	22,446	0	-22,446	28,058	0	0
10-5300-51-51330 BLDG INSPECTION FEES	9,000	9,000	9,000	13,990	155	-4,990	17,487	14,000	5,000
10-5300-51-51335 INSURANCE-PROPERTY, CA	0	0	0	0	0	0	0	0	0
10-5300-51-51335 INSURANCE-PROPERTY, CA	100	100	100	38	38	62	47	100	0
10-5300-51-51338 INSURANCE LIABILITY	100	100	100	38	38	62	47	100	0
10-5300-51-51485 MISCELLANEOUS	1,250	1,250	1,250	6,951	556	-5,701	8,689	1,250	0
10-5300-51-51603 POSTING & NOTIFICATION	1,500	1,500	1,500	4,081	272	-2,581	5,101	2,516	1,016
10-5300-51-51610 PERMITS & LICENSES	0	0	0	0	0	0	0	0	0
10-5300-51-51611 TRAVIS CO RECORDATION FEES	100	100	100	673	673	-573	841	673	573
10-5300-51-51625 POSTAGE/DELIVERY	350	350	350	2,171	620	-1,821	2,713	1,175	825
10-5300-51-51635 PROF/MEMBERSHIP DUES	1,000	1,000	1,000	710	71	290	888	1,000	0
10-5300-51-51746 SUPPLIES-OFFICE	1,400	1,400	1,400	1,293	92	107	1,616	1,400	0
10-5300-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5300-51-51775 WIRELESS COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5300-51-51780 TRAVEL	1,750	1,750	1,750	0	0	1,750	0	1,750	0
10-5300-51-51813 UTIL-ELECTRIC BLUEBONN	0	0	0	0	0	0	0	0	0
10-5300-51-52110 OFFICE EQUIP LEASES	350	350	350	1,145	327	-795	1,432	1,670	1,320
10-5300-51-52340 VEHICLE FUEL & OIL	1,000	1,000	1,000	1,932	193	-932	2,415	5,000	1,320
TOTAL OPERATING	17,900	17,900	17,900	55,501	310	-37,601	41,276	30,654	12,754

**REPAIRS & MAINTENANCE**

10-5300-52-52000 COMPUTER R&M	0	0	0	0	0	0	0	0	0
10-5300-52-52010 BLDG REPAIRS & MAINT	0	0	0	0	0	0	0	0	0
10-5300-52-52012 CLEANING & MAINTENANCE	0	0	0	0	0	0	0	0	0
10-5300-52-52320 VEHICLE REPAIRS & MAIN	100	100	100	276	276	-176	345	1,000	900
TOTAL REPAIRS & MAINTENANCE	100	100	100	276	276	-176	0	1,000	900

**CONTRACTED SERVICES**

10-5300-54-51000 ACCOUNTING & AUDITING	0	0	0	0	0	0	0	0	0
10-5300-54-51165 ENG/PLANNING SERVICES	50,000	50,000	50,000	73,455	147	-23,455	91,819	74,000	24,000
10-5300-54-51440 LEGAL FEES	8,000	8,000	8,000	675	8	7,325	844	8,000	0
10-5300-54-51501 I/T CONSULTING SERVICES	500	500	500	0	0	500	0	500	0
10-5300-54-51590 DOCUMENT STORAGE	0	0	0	0	0	0	0	0	0
10-5300-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
10-5300-54-53240 ORDINANCE CODIFICATION SVC	3,000	3,000	3,000	6,910	230	-3,910	8,638	2,000	-1,000
10-5300-54-54010 DEV SVCS PASS THRU	0	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	61,500	61,500	61,500	81,040	132	-19,540	101,300	84,500	23,000

**DEBT PAYMENTS**

10-5300-55-52245 LEASE- INCODE SOFTWARE	0	0	0	0	0	0	0	0	0
10-5300-55-52311 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	0	0

**CAPITAL OUTLAY < \$5K**

10-5300-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5300-58-52200 COMPUTER EQUIPMENT PUR	977	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	977	0	0	0	0	0	0	0	0

**CAPITAL OUTLAY > \$5K**

10-5300-58-52100 OFFICE EQUIPMENT PURCH	2,000	14,000	0	0	0	0	0	0	0
10-5300-58-52200 COMPUTER EQUIPMENT PUR	0	2,000	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	2,000	16,000	0	0	0	0	0	0	0

<b>TOTAL DEVELOPMENT SERVICES EXPENDITURES</b>	<b>272,661</b>	<b>288,661</b>	<b>272,661</b>	<b>276,141</b>	<b>101</b>	<b>-3,479</b>	<b>316,731</b>	<b>398,913</b>	<b>126,252</b>
--	----------------	----------------	----------------	----------------	------------	---------------	----------------	----------------	----------------

MUNICIPAL COURT EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	800 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>PERSONNEL</b>									
10-5500-50-50010 SALARIES	115,776	115,776	115,776	81,709	71	34,067	102,136	118,048	2,272
10-5500-50-50050 OVERTIME	1,084	1,084	1,084	4,849	447	-3,765	6,061	5,500	4,416
10-5500-50-50075 LONGEVITY	500	500	500	500	100	0	625	700	200
10-5500-50-50150 MUNICIPAL JUDGES SALAR	13,600	13,600	13,600	11,100	82	2,500	13,875	13,600	0
10-5500-50-50200 EMPLOYER PAID TAXES	8,984	8,984	8,984	6,445	72	2,539	8,056	9,159	176
10-5500-50-50255 WORKERS' COMPENSATION	3,100	3,100	3,100	2,315	75	785	2,893	3,100	0
10-5500-50-50325 HEALTH INSURANCE	18,946	18,946	18,946	13,837	73	5,110	17,296	18,946	0
10-5500-50-50335 HEALTH ASSITANCE	0	0	0	258	0	-258	323	258	258
10-5500-50-50410 EMPLOYER RETIREMENT CO	4,859	4,859	4,859	3,507	72	1,351	4,384	5,238	379
10-5500-50-50520 EMPLOYEE EDUCATION	2,700	2,700	2,700	840	31	1,860	1,050	3,000	300
10-5500-50-50650 INSURANCE ALLOWANCE	0	0	0	0	0	0	0	0	0
10-5500-50-50700 REIMB UNEMPLOYMENT	4,000	4,000	4,000	0	0	4,000	0	4,000	0
TOTAL PERSONNEL	173,549	173,549	173,549	125,360	72	48,189	156,700	181,550	8,001
<b>OPERATING</b>									
10-5500-51-51011 PRE-EMPLOYMENT SCREENING	25	25	25	0	0	25	0	25	0
10-5500-51-51042 COURT TECHNOLOGY EXPEN	4,000	4,000	4,000	5,545	139	-1,545	6,931	6,500	2,500
10-5500-51-51080 CASH SHORT (OVER)	100	100	100	0	0	100	0	100	0
10-5500-51-51335 INSURANCE-PROPERTY, CA	0	0	0	0	0	0	0	0	0
10-5500-51-51338 INSURANCE LIABILITY	0	0	0	0	0	0	0	0	0
10-5500-51-51485 MISCELLANEOUS	5,000	5,000	5,000	0	0	5,000	0	2,500	-2,500
10-5500-51-51603 PERIODICALS & PUBLICAT	100	100	100	0	0	100	0	100	0
10-5500-51-51625 POSTAGE/DELIVERY	1,300	1,300	1,300	1,538	118	-238	1,923	1,600	300
10-5500-51-51635 PROFESSIONAL & MEMBERS	320	320	320	0	0	320	0	320	0
10-5500-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,357	79	643	2,946	3,000	0
10-5500-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0	0
10-5500-51-51780 TRAVEL	1,300	1,300	1,300	1,039	80	261	1,298	1,500	200
10-5500-51-52100 COURT SECURITY	35	35	35	0	0	35	0	0	-35
10-5500-51-52110 OFFICE EQUIPMENT LEASE	1,100	1,100	1,100	1,145	104	-45	1,432	1,805	705
TOTAL OPERATING	16,280	16,280	16,280	11,624	71	4,656	14,530	17,450	1,170

**CONTRACTED SERVICES**

10-5500-54-51440 LEGAL FEES	20,000	20,000	20,000	19,503	98	497	24,379	23,000	3,000
10-5500-54-51595 COLLECTION FEES	27,500	27,500	27,500	32,541	118	-5,041	40,676	32,000	4,500
10-5500-54-56010 STATE COURT COST	185,000	185,000	185,000	116,821	63	68,179	146,026	222,000	37,000
10-5500-54-56425 JURY EXPENSE	500	500	500	36	7	464	45	500	0
TOTAL CONTRACTED SERVICES	233,000	233,000	233,000	168,901	72	64,099	211,126	277,500	44,500

**CAPITAL OUTLAY < \$5K**

10-5500-57-56105 CAP OUTLAY-COURT SECUR	0	0	0	0	0	0	0	1,620	1,620
10-5500-57-56108 CAP OUTLAY-COURT TECH	5,030	5,030	5,030	240	5	4,790	300	0	-5,030
TOTAL CAPITAL OUTLAY < \$5K	5,030	5,030	5,030	240	5	4,790	300	1,620	-3,410

**CAPITAL OUTLAY > \$5K**

10-5500-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0	0
10-5500-58-56105 CAP OUTLAY-COURT SECUR	14,218	14,218	14,218	9,384	66	4,834	11,731	6,000	-8,218
10-5500-58-56108 CAP OUTLAY-COURT TECH	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	14,218	14,218	14,218	9,384	66	4,834	11,731	6,000	-8,218

<b>TOTAL MUNICIPAL COURT EXPENSES</b>	<b>442,464</b>	<b>443,977</b>	<b>442,077</b>	<b>315,509</b>	<b>71</b>	<b>126,568</b>	<b>394,387</b>	<b>484,120</b>	<b>42,043</b>
---------------------------------------	----------------	----------------	----------------	----------------	-----------	----------------	----------------	----------------	---------------

POLICE EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	800 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>PERSONNEL</b>									
10-5600-50-50010 SALARIES	1,637,380	1,637,380	1,637,380	1,284,082	78	353,298	1,605,102	1,705,260	67,880
10-5600-50-50050 OVERTIME	64,903	64,903	64,903	19,978	31	44,925	24,973	68,000	3,097
10-5600-50-50075 LONGEVITY PAY	8,500	8,500	8,500	13,100	154	-4,600	16,375	9,900	1,400
10-5600-50-50200 EMPLOYER PAID TAXES	130,875	130,875	130,875	98,918	76	31,957	123,647	136,280	5,405
10-5600-50-50255 WORKERS' COMPENSATION	17,000	17,000	17,000	14,576	86	2,424	18,220	17,000	0
10-5600-50-50325 HEALTH INSURANCE	189,466	189,466	189,466	132,163	70	57,303	165,204	195,781	6,316
10-5600-50-50335 HEALTH ASSISTANCE	238	238	238	258	109	-20	323	258	20
10-5600-50-50410 EMPLOYER RETIREMENT CO	70,784	70,784	70,784	53,693	76	17,090	67,117	77,938	7,154
10-5600-50-50520 EMPLOYEE EDUCATION	15,000	15,000	15,000	11,104	74	3,896	13,880	25,000	10,000
10-5600-50-50700 REIMB UNEMPLOYMENT	4,000	4,000	4,000	0	0	4,000	0	4,000	0
TOTAL PERSONNEL	2,138,146	2,138,146	2,138,146	1,627,872	76	510,274	2,034,840	2,239,417	101,271
<b>OPERATING</b>									
10-5600-51-51010 ADVER/POSTING NOTIFICATIONS	500	500	500	0	0	500	0	500	0
10-5600-51-51335 INSURANCE-PROPERTY, CA	650	650	650	488	75	162	609	650	0
10-5600-51-51338 INSURANCE LIABILITY	12,500	12,500	12,500	10,875	87	1,625	13,594	12,500	0
10-5600-51-51485 MISCELLANEOUS	2,500	2,500	2,500	1,895	76	605	2,368	3,000	500
10-5600-51-51603 PERIODICALS & PUBLICAT	500	500	500	421	84	79	526	250	-250
10-5600-51-51610 LICENSING	731	731	731	35	5	696	44	500	-231
10-5600-51-51620 PHYSICALS/DRUG TESTING	2,000	2,000	2,000	499	25	1,501	624	1,500	-500
10-5600-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	1,253	63	747	1,567	2,000	0
10-5600-51-51635 PROFESSIONAL & MEMBERS	250	250	250	591	236	-341	739	1,100	850
10-5600-51-51743 SUPPLIES-EQUIPMENT	0	0	0	0	0	0	0	0	0
10-5600-51-51746 SUPPLIES-OFFICE	7,800	7,800	7,800	7,947	102	-147	9,934	8,500	700
10-5600-51-51748 SUPPLIES-POLICE SPECIA	15,000	15,000	15,000	10,506	70	4,494	13,132	17,500	2,500
10-5600-51-51780 TRAVEL	5,000	5,000	5,000	5,830	117	-830	7,287	10,000	5,000
10-5600-51-51799 CID SPECIALTY EQUIPMENT	1,000	1,000	1,000	551	55	449	689	5,000	4,000
10-5600-51-51800 UNIFORMS & ACCESSORIES	15,000	15,000	15,000	14,004	93	996	17,504	27,705	12,705
10-5600-51-51801 SAFETY & ACCESSORIES	2,000	2,000	2,000	1,214	61	786	1,518	2,000	0
10-5600-51-51802 AMMO/RANGE	14,500	14,500	14,500	3,665	25	10,835	4,581	26,000	11,500
10-5600-51-51803 HONOR GUARD	5,000	5,000	5,000	581	12	4,419	727	2,500	-2,500
10-5600-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	6,682	56	5,318	8,352	12,000	0
10-5600-51-52110 OFFICE EQUIPMENT LEASE	6,400	6,400	6,400	4,332	68	2,068	5,415	6,400	0
10-5600-51-52340 FUEL & OIL	52,000	52,000	52,000	52,852	102	-852	66,065	65,000	13,000
10-5600-51-57400 WRECKER SERVICE	500	500	500	315	63	185	394	500	0
10-5600-51-51798 CRIME LAB								18,000	18,000
10-5600-51-51804 CITIZEN POLICE ACADEMY								2,500	2,500
10-5600-51-51805 POLICE BANQUET								2,500	2,500
TOTAL OPERATING	157,831	157,831	157,831	124,535	79	33,296	155,669	228,105	70,274

**REPAIRS & MAINTENANCE**

10-5600-52-52010 BUILDING REPAIRS & MAI	4,900	4,900	4,900	5,054	103	-154	6,318	15,000	10,100
10-5600-52-52012 CLEANING & MAINTENANCE	4,000	4,000	4,000	2,939	73	1,061	3,674	4,000	0
10-5600-52-52130 OFFICE EQUIPMENT REPAI	0	0	0	0	0	0	0	0	0
10-5600-52-52320 VEHICLE REPAIRS & MAIN	57,500	57,500	57,500	51,480	90	6,020	64,350	62,000	4,500
TOTAL REPAIRS & MAINTENANCE	66,400	66,400	66,400	59,474	90	6,926	74,342	81,000	14,600

**CONTRACTED SERVICES**

10-5600-54-51440 LEGAL FEES	3,000	3,000	3,000	1,130	38	1,870	1,413	1,500	-1,500
10-5600-54-51502 CONSULTING SERVICES	2,000	2,000	2,000	0				1,000	-1,000
10-5600-54-52005 EMERGENCY NOTIFICATION	0	0	0	0	0	0	0	0	0
10-5600-54-52240 SOFTWARE ANNUAL FEES	0	0	0	0	0	0	0	0	0
10-5600-54-57001 RRS EMERGENCY RADIO SYS	13,675	13,675	13,675	7,852	57	5,823	9,815	15,500	1,825
10-5600-54-57350 EMERGENCY DISPATCH SER	92,583	92,583	92,583	92,583	100	0	115,729	154,492	61,909
TOTAL CONTRACTED SERVICES	111,258	111,258	111,258	101,565	91	9,693	126,957	172,492	61,234

**DEBT PAYMENTS**

10-5600-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0	0	0	0	0
10-5600-55-52310 VEHICLE LEASE EXPENSE	188,350	188,350	188,350	188,350	100	0	235,438	188,750	400
10-5600-55-52311 INTEREST EXPENSE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	188,350	188,350	188,350	188,350	100	0	235,438	188,750	400

**CAPITAL OUTLAY < \$5K**

10-5600-57-57100 ANIMAL CONTROL EQUIPME	4,000	4,000	4,000	887	22	3,113	1,109	7,000	3,000
10-5600-57-57101 OFFICE EQUIP PURCHASE	9,838	9,838	9,838	1,785	18	8,054	2,231	9,800	-38
10-5600-57-57200 SIEZURE FUND EXPENDITU	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	13,838	13,838	13,838	2,672	19	11,166	3,340	16,800	2,962

**CAPITAL OUTLAY > \$5K**

10-5600-58-52101 PD CONSTRUCTION SITE	25,000	25,000	25,000	0	0	25,000	0	0	-25,000
10-5600-58-52102 PD BUILDING PURCH/REMODEL	0	0	0	0	0	0	0	0	0
10-5600-58-52330 POLICE SPECIALTY EQUIP	15,000	15,000	15,000	0	0	15,000	0	20,000	5,000
10-5600-58-57200 EMERGENCY & VEHICLE EQ	0	0	0	0	0	0	0	0	0
10-5600-58-57300 POLICE COMMUNICATION E	15,000	15,000	15,000	15,682	105	-682	19,603	15,000	0
10-5600-58-58000 GRANT EXPENDITURES	5,000	5,000	5,000	0	0	5,000	0	9,470	4,470
TOTAL CAPITAL OUTLAY > \$5K	60,000	60,000	60,000	15,682	26	44,318	19,603	44,470	-15,530

<b>TOTAL POLICE EXPENDITURES</b>	<b>2,735,823</b>	<b>2,735,823</b>	<b>2,735,823</b>	<b>2,120,151</b>	<b>77</b>	<b>615,672</b>	<b>2,650,189</b>	<b>2,971,033</b>	<b>235,210</b>
----------------------------------	------------------	------------------	------------------	------------------	-----------	----------------	------------------	------------------	----------------



IT EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>PERSONNEL</b>									
10-5700-50-50010 SALARIES	60,144	60,144	60,144	46,208	77	13,936	57,760	60,144	0
10-5700-50-50050 OVERTIME	0	0	0	0	0	0	0	0	0
10-5700-50-50075 LONGEVITY PAY	0	0	0	0	0	0	0	0	0
10-5700-50-50200 EMPLOYER PAID TAXES	4,601	4,601	4,601	3,558	77	1,043	4,447	4,601	0
10-5700-50-50255 WORKERS' COMPENSATION	750	750	750	686	91	64	857	750	0
10-5700-50-50325 HEALTH INSURANCE	6,316	6,316	6,316	4,501	71	1,815	5,626	6,316	0
10-5700-50-50410 EMPLOYER RETIREMENT CO	2,687	2,687	2,687	2,029	76	658	2,537	2,687	0
10-5700-50-50520 EMPLOYEE EDUCATION	3,500	3,500	3,500	0	0	3,500	0	3,500	0
10-5700-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	3,692	77	1,108	4,615	4,800	0
10-5700-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500	0
TOTAL PERSONNEL	83,297	83,297	83,297	60,674	73	22,624	75,842	83,297	0
<b>OPERATING</b>									
10-5700-51-51625 POSTAGE/DELIVERY	250	250	250	19	8	231	24	250	0
10-5700-51-51635 PROFESSIONAL/MEMBERSHIP	550	550	550	0	0	550	0	550	0
10-5700-51-51746 SUPPLIES-OFFICES	1,000	1,000	1,000	258	26	742	323	1,000	0
10-5700-51-51770 TELEPHONE COMMUNICATION	35,368	35,368	35,368	23,882	68	11,486	29,853	36,000	632
10-5700-51-51775 WIRELESS COMMUNICATION	47,677	47,677	47,677	34,807	73	12,870	43,509	60,000	12,323
10-5700-51-51780 TRAVEL	2,300	2,300	2,300	0	0	2,300	0	2,300	0
TOTAL OPERATING	87,145	87,145	87,145	58,967	68	28,178	73,708	100,100	
<b>REPAIRS &amp; MAINTENANCE</b>									
10-5700-52-52000 COMPUTER R & M	6,085	6,085	6,085	0	0	6,085	0	6,085	0
TOTAL REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0	6,085	0	6,085	0
<b>CONTRACTED SERVICES</b>									
10-5700-54-51500 COMPUTER/HARDWARE LEASE	80,000	80,000	80,000	63,759	80	16,242	79,698	0	-80,000
10-5700-54-51501 IT CONSULTING SERVICES	23,500	23,500	23,500	7,493	32	16,008	9,366	23,500	0
10-5700-54-52005 EMERGENCY NOTIFICATION	4,500	4,500	4,500	4,120	92	380	5,150	5,000	500
10-5700-54-52240 SOFTWARE ANNUAL FEES	95,730	95,730	95,730	55,147	58	40,583	68,934	95,730	0
TOTAL CONTRACTED SERVICES	203,730	203,730	203,730	130,518	64	73,212	83,450	124,230	
<b>CAPITAL OUTLAY &lt;\$5K</b>									
10-5700-57-52200 COMPUTER EQUIPMENT	5	5	5	922	18,433	-917	1,152	55,000	54,995
10-5700-57-56105 COURT SECURITY	0	0	0	0	0	0	0	0	0
10-5700-57-56108 COURT TECHNOLOGY	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY<\$5K	5	5	5	922	18,433	-917	1,152	55,000	
<b>CAPITAL OUTLAY &gt;\$5K</b>									
10-5700-58-52200 COMPUTER EQUIPMENT	10,000	10,000	10,000	9,922	99	78	12,402	15,000	5,000
TOTAL CAPITAL OUTLAY>\$5K	10,000	10,000	10,000	9,922	99	78	12,402	15,000	
<b>TOTAL IT EXPENDITURES</b>			390,262	261,002	67	129,260		383,712	-6,550

NON-DEPARTMENTAL EXPENDITURES	FY 2012-13 ACTUAL	FY 2013-14 ORIG. BUDGET	FY 2014-15 CURR. BUDGET	800 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2015-16 BUDGET	REQUESTED BUDGET DIFF.
<b>CAPITAL OUTLAY &gt; \$5K</b>									
10-5999-58-60001 TRANSFER TO UF	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0	0	0	0	0
<b>TRANSFERS</b>									
10-5999-59-60000 TRANSFERS TO DSF	0	0	0	0	0	0	0	0	0
10-5999-59-60010 TRANSFERS TO CPF	0	0	0	0	0	0	0	0	0
10-5999-59-60099 AUDIT CLEARING ACCOUNT	0	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0	0
<b>TOTAL NON-DEPARTMENTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>	<b>6,750,806</b>	<b>6,769,228</b>	<b>7,141,590</b>	<b>5,427,422</b>	<b>602</b>	<b>1,714,168 0</b>	<b>6,429,227</b>	<b>7,350,521</b>	<b>208,931</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>-998,771</b>	<b>-1,017,193</b>	<b>-1,266,874</b>	<b>631,727</b>		<b>-1,898,601</b>	<b>1,143,144</b>	<b>-967,837</b>	<b>299,037</b>

**20 -UTILITY FUND  
FINANCIAL SUMMARY**

**PROP. BUDGET WORKSHEETS  
FY 2017-18**

REVENUE SUMMARY	75.00% OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE			
<b><u>WATER</u></b>									
WATER/SEWER CHARGES	2,222,985	2,222,985	2,222,985	1,533,492	69.0	689,493	1,916,865	1,952,872.17	(270,113)
OTHER	0	200	0	0	0.0	0	0	-	0
TRANSFERS	0	0	0	0	0.0	0	0	-	0
<b>TOTAL WATER</b>	<b>2,222,985</b>	<b>2,223,185</b>	<b>2,222,985</b>	<b>1,533,492</b>	<b>69.0</b>	<b>689,493</b>	<b>1,916,865</b>	<b>1,952,872.17</b>	<b>(270,113)</b>
<b><u>WASTEWATER</u></b>									
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	-	0
WATER/SEWER CHARGES	1,914,577	1,914,577	1,914,577	1,401,839	73.2	512,738	1,752,299	1,692,624.96	(221,952)
OTHER	0	100	0	0	0.0	0	0	-	0
TRANSFERS	0	0	0	0	0.0	0	0	-	0
<b>TOTAL WASTEWATER</b>	<b>1,914,577</b>	<b>1,914,677</b>	<b>1,914,577</b>	<b>1,401,839</b>	<b>73.2</b>	<b>512,738</b>	<b>1,752,299</b>	<b>1,692,624.96</b>	<b>(221,952)</b>
<b><u>NON-DEPARTMENTAL</u></b>									
TRANSFERS	437,844	0	0	0	0.0	0	0	-	0
<b>TOTAL NON-DEPARTMENTAL</b>	<b>437,844</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>4,575,406</b>	<b>4,137,862</b>	<b>4,137,562</b>	<b>2,935,331</b>	<b>70.9</b>	<b>1,202,231</b>	<b>3,669,164</b>	<b>3,645,497.13</b>	<b>(492,065)</b>

EXPENDITURE SUMMARY	75.00% OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE			
<b><u>PUBLIC WORKS</u></b>									
PERSONNEL	315,709	315,709	315,709	250,018	79.2	65,690	312,523	343,409.22	27,701
OPERATING	18,750	18,750	18,750	9,596	51.2	9,154	11,995	21,351.00	2,601
REPAIRS & MAINTENANCE	8,000	8,000	8,000	3,885	48.6	4,115	4,857	8,000.00	0
CONTRACTED SERVICES	200	200	200	0	0.0	200	0	36,330.00	36,130
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	1,402	3,000	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
<b>TOTAL PUBLIC WORKS</b>	<b>344,061</b>	<b>345,659</b>	<b>342,659</b>	<b>263,500</b>	<b>76.9</b>	<b>79,159</b>	<b>329,375</b>	<b>409,090.22</b>	<b>66,432</b>

**WATER**

PERSONNEL	150,386	150,386	150,386	108,961	72.5	41,425	136,202	306,489.19	156,103	
OPERATING	403,300	403,300	403,300	288,397	71.5	114,903	360,496	401,100.00	(2,200)	
REPAIRS & MAINTENANCE	31,733	32,500	31,500	13,740	43.6	17,760	17,175	46,000.00	14,500	
WATER/WASTEWATER	1,009,305	1,009,305	1,009,305	781,568	77.4	227,737	976,960	1,217,950.00	208,645	
CONTRACTED SERVICES	150	250	150	38	25.1	112	47	150.00	0	
DEBT PAYMENTS	27,400	27,400	27,400	0	0.0	27,400	0	33,960.00	6,560	
CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	2,260	45.2	2,740	2,825	8,500.00	3,500	
CAPITAL OUTLAY > \$5K	6,500	6,500	6,500	2,325	35.8	4,175	2,907	-	(6,500)	
TRANSFERS	0	0	0	0	0.0	0	0	-	0	
<b>TOTAL WATER</b>	<b>1,633,774</b>	<b>1,634,641</b>	<b>1,633,541</b>	<b>1,197,289</b>	<b>73.3</b>	<b>436,252</b>	<b>1,496,612</b>	<b>2,014,149.19</b>	<b>380,608</b>	

**WASTEWATER**

PERSONNEL	155,817	155,817	155,817	87,271	56.0	68,546	109,088	164,517.43	8,701	
OPERATING	174,945	174,945	175,045	118,486	67.7	56,560	148,107	154,845.00	(20,200)	
REPAIRS & MAINTENANCE	48,000	48,000	48,000	19,425	40.5	28,575	24,282	40,000.00	(8,000)	
WATER/WASTEWATER	649,100	649,100	649,100	407,516	62.8	241,584	509,395	651,100.00	2,000	
CONTRACTED SERVICES	9,000	9,000	9,000	745	8.3	8,255	931	9,000.00	0	
DEBT PAYMENTS	18,160	18,160	18,160	7,469	41.1	10,691	9,336	18,160.00	0	
CAPITAL OUTLAY < \$5K								8,500.00		
CAPITAL OUTLAY > \$5K	20,000	20,000	20,000	14,357	71.8	5,643	17,947	15,000.00	(5,000)	
TRANSFERS	0	0	0	0	0.0	0	0	-	0	
<b>TOTAL WASTEWATER</b>	<b>1,075,022</b>	<b>1,075,022</b>	<b>1,075,122</b>	<b>655,268</b>	<b>60.9</b>	<b>419,853</b>	<b>819,086</b>	<b>1,061,122.43</b>	<b>(13,999)</b>	

**NON-DEPARTMENTAL**

CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0	
TRANSFERS	0	0	0	0	0.0	0	0	-	0	
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>0</b>	

<b>TOTAL EXPENDITURES</b>	<b>3,052,857</b>	<b>3,055,322</b>	<b>3,051,322</b>	<b>2,116,058</b>	<b>69.3</b>	<b>935,264</b>				
---------------------------	------------------	------------------	------------------	------------------	-------------	----------------	--	--	--	--

<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,522,549</b>	<b>1,082,540</b>	<b>1,086,240</b>	<b>819,273</b>		<b>266,967</b>				
---	------------------	------------------	------------------	----------------	--	----------------	--	--	--	--

<b>2,645,072</b>	<b>3,484,361.84</b>	<b>433,040</b>								
------------------	---------------------	----------------	--	--	--	--	--	--	--	--

<b>1,024,092</b>	<b>161,135.29</b>	<b>(925,105)</b>								
------------------	-------------------	------------------	--	--	--	--	--	--	--	--

**20 -UTILITY FUND  
REVENUES**

**PROP. BUDGET WORKSHEETS  
FY 2017-18**

**75.00% OF YEAR COMPLETE**

	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>WATER REVENUES</b>									
<b>WATER/SEWER CHARGES</b>									
20-4250-43-42099 CREDIT CARD PAYMENT FEE	9,650.00	9,650.00	9,650.00	28,939	299.9	(19,289)	36,174	20,000.00	10,350
20-4250-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	-	0
20-4250-43-43010 WATER SALES	2,011,493.00	2,011,493.00	2,011,493.00	1,130,705	56.2	880,788	1,413,381	1,541,030.17	(470,463)
20-4250-43-43015 BULK WATER SALES	92.00	92.00	92.00	0	0.0	92	0	92.00	0
20-4250-43-43025 LATE FEES WATER	28,000.00	28,000.00	28,000.00	27,723	99.0	277	34,654	28,000.00	0
20-4250-43-43028 RETURN CHECK FEES	1,000.00	1,000.00	1,000.00	910	91.0	90	1,138	1,000.00	0
20-4250-43-43075 WATER TAP FEES	110,000.00	110,000.00	110,000.00	300,000	272.7	(190,000)	375,000	300,000.00	190,000
20-4250-43-43076 WATER METER FEE	250.00	250.00	250.00	0	0.0	250	0	250.00	0
20-4250-43-43080 CONNECTION CHARGES	62,500.00	62,500.00	62,500.00	45,215	72.3	17,285	56,519	62,500.00	0
TOTAL WATER/SEWER CHARGES	2,222,985	2,222,985	2,222,985	1,533,492	69.0	689,493	1,916,865	1,952,872.17	(270,113)
<b>TOTAL WATER REVENUES</b>	<b>2,222,985</b>	<b>2,223,185</b>	<b>2,222,985</b>	<b>1,533,492</b>	<b>69.0</b>	<b>689,493</b>	<b>1,916,865</b>	<b>1,952,872.17</b>	<b>(270,113)</b>
<b>WASTEWATER REVENUES</b>									
<b>WATER/SEWER CHARGES</b>									
20-4275-43-41320 SLUDGE DUMP FEES	120,000.00	120,000.00	120,000.00	78,593	65.5	41,407	98,241	120,000.00	0
20-4275-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	-	0
20-4275-43-43110 SEWER SERVICE	1,656,277.00	1,656,277.00	1,656,277.00	1,045,042	63.1	611,235	1,306,302	1,397,324.96	(258,952)
20-4275-43-43125 LATE FEES SEWER	28,300.00	28,300.00	28,300.00	26,954	95.2	1,346	33,693	28,300.00	0
20-4275-43-43175 SEWER TAP FEES	110,000.00	110,000.00	110,000.00	251,250	228.4	(141,250)	314,063	147,000.00	37,000
TOTAL WATER/SEWER CHARGES	1,914,577	1,914,577	1,914,577	1,401,839	73.2	512,738	1,752,299	1,692,624.96	(221,952)
<b>TOTAL WASTEWATER REVENUES</b>	<b>1,914,577</b>	<b>1,914,677</b>	<b>1,914,577</b>	<b>1,401,839</b>	<b>73.2</b>	<b>512,738</b>	<b>1,752,299</b>	<b>1,692,624.96</b>	<b>(221,952)</b>
<b>TOTAL REVENUES</b>	<b>4,575,406</b>	<b>4,137,862</b>	<b>4,137,562</b>	<b>2,935,331</b>	<b>70.9</b>	<b>1,202,231</b>	<b>3,669,164</b>	<b>3,645,497.13</b>	<b>(492,065)</b>

**20 -UTILITY FUND  
EXPENDITURES**

**PROP. BUDGET WORKSHEETS  
FY 2017-18**

PUBLIC WORKS EXPENDITURES	75.00% OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE			
<b>PERSONNEL</b>									
20-5200-50-50010 SALARIES	242,060.88	242,060.88	242,060.88	191,785	79.2	50,276	239,731	264,149.60	22,089
20-5200-50-50050 OVERTIME	-	-	-	0	0.0	0	0	-	0
20-5200-50-50075 LONGEVITY	4,700.00	4,700.00	4,700.00	8,300	176.6	(3,600)	10,375	5,100.00	400
20-5200-50-50200 EMPLOYER PAID TAXES	18,877.21	18,877.21	18,877.21	15,379	81.5	3,499	19,223	20,566.99	1,690
20-5200-50-50255 WORKERS' COMPENSATION	4,100.00	4,100.00	4,100.00	4,707	114.8	(607)	5,884	5,000.00	900
20-5200-50-50325 HEALTH INSURANCE	25,262.11	25,262.11	25,262.11	17,509	69.3	7,753	21,886	25,262.11	0
20-5200-50-50335 HEALTH ASSISTANCE	-	-	-	258			323	258.35	258
20-5200-50-50410 EMPLOYER RETIREMENT CO	10,408.33	10,408.33	10,408.33	8,328	80.0	2,080	10,410	11,972.17	1,564
20-5200-50-50520 EMPLOYEE EDUCATION	1,500.00	1,500.00	1,500.00	60	4.0	1,440	75	2,300.00	800
20-5200-50-50650 VEHICLE ALLOWANCE	4,800.00	4,800.00	4,800.00	3,692	76.9	1,108	4,615	4,800.00	0
20-5200-50-50700 REIMBURSABLE UNEMPLOYMENT	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	4,000.00	0
TOTAL PERSONNEL	315,709	315,709	315,709	250,018	79.2	65,690	312,523	343,409.22	27,701
<b>OPERATING</b>									
20-5200-51-51010 ADVERTISING/POSTING/NOTIFICATION	3,000.00	3,000.00	3,000.00	828	27.6	2,172	1,035	3,000.00	0
20-5200-51-51011 PRE-EMPLOYMENT SCREENING	-	-	-	1	0.0	(1)	1	1.00	1
20-5200-51-51012 SAFETY & ACCESSORIES	100.00	100.00	100.00	126	126.4	(26)	158	1,000.00	900
20-5200-51-51040 BAD DEBTS	-	-	-	0	0.0	0	0	-	0
20-5200-51-51335 INSURANCE-PROPERTY, CA	-	-	-	0	0.0	0	0	-	0
20-5200-51-51338 INSURANCE LIABILITY	-	-	-	0	0.0	0	0	-	0
20-5200-51-51485 MISCELLANEOUS	1,000.00	1,000.00	1,000.00	447	44.7	553	559	1,500.00	500
20-5200-51-51610 LICENSES	400.00	400.00	400.00	111	27.8	289	139	400.00	0
20-5200-51-51620 PHYSICALS/DRUG TESTING	150.00	150.00	150.00	0	0.0	150	0	150.00	0
20-5200-51-51625 POSTAGE/DELIVERY	400.00	400.00	400.00	17	4.1	383	21	400.00	0
20-5200-51-51635 PROFESSIONAL & MEMBERS	200.00	200.00	200.00	0	0.0	200	0	200.00	0
20-5200-51-51740 SUPPLIES-CHEMICAL & MA	-	-	-	0	0.0	0	0	-	0
20-5200-51-51743 SUPPLIES-EQUIPMENT	-	-	-	0	0.0	0	0	-	0
20-5200-51-51746 SUPPLIES-OFFICE	5,000.00	5,000.00	5,000.00	4,288	85.8	712	5,360	5,500.00	500
20-5200-51-51780 TRAVEL	500.00	500.00	500.00	0	0.0	500	0	1,200.00	700
20-5200-51-51800 UNIFORMS & ACCESSORIES	-	-	-	68	0.0	(68)	85	1,500.00	1,500
20-5200-51-51813 UTILITIES-ELECTRIC BLU	5,000.00	5,000.00	5,000.00	2,446	48.9	2,554	3,057	3,500.00	(1,500)
20-5200-51-51817 UTILITIES-NATURAL GAS	-	-	-	0	0.0	0	0	-	0
20-5200-51-52110 OFFICE EQUIPMENT LEASE	3,000.00	3,000.00	3,000.00	1,265	42.2	1,735	1,581	3,000.00	0
TOTAL OPERATING	18,750	18,750	18,750	9,596	51.2	9,154	11,995	21,351.00	2,601

**REPAIRS & MAINTENANCE**

20-5200-52-52010 BUILDING REPAIRS & MAI	5,000.00	5,000.00	5,000.00	1,115	22.3	3,885	1,394	5,000.00	0
20-5200-52-52012 CLEANING & MAINTENANCE	3,000.00	3,000.00	3,000.00	2,770	92.3	230	3,463	3,000.00	0
20-5200-52-52130 OFFICE EQUIPMENT REPAI	-	-	-	0	0.0	0	0	-	0
20-5200-52-52220 COMPUTER EQUIPMENT- MN	-	-	-	0	0.0	0	0	-	0
20-5200-52-52240 SOFTWARE ANNUAL FEES	-	-	-	0	0.0	0	0	-	0
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>3,885</b>	<b>48.6</b>	<b>4,115</b>	<b>4,857</b>	<b>8,000.00</b>	<b>0</b>

**CONTRACTED SERVICES**

20-5200-54-51001 CONSULTANT FEES - RATE STUDY	0	0	0	0	0.0	0	0	36,330.00	36,330
20-5200-54-51165 ENGINEERING/PLANNING SVCS	100	100	100	0	0.0	100	0	-	(100)
20-5200-54-51440 LEGAL FEES	100	100	100	0	0.0	100	0	-	(100)
20-5200-54-51501 I/T CONSULTANT SERVICES	0	0	0	0	0.0	0	0	-	0
20-5200-54-51590 DOCUMENT STORAGE	0	0	0	0	0.0	0	0	-	0
<b>TOTAL CONTRACTED SERVICES</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>0</b>	<b>0.0</b>	<b>200</b>	<b>0</b>	<b>36,330.00</b>	<b>36,130</b>

<b>TOTAL PUBLIC WORKS EXPENDITURES</b>	<b>344,061</b>	<b>345,659</b>	<b>342,659</b>	<b>263,500</b>	<b>76.9</b>	<b>79,159</b>	<b>329,375</b>	<b>409,090.22</b>	<b>66,432</b>
--	----------------	----------------	----------------	----------------	-------------	---------------	----------------	-------------------	---------------

<b>WATER EXPENDITURES</b>	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
---------------------------	----------------------	----------------------------	----------------------------	----------------------------------	----------------	-------------------	-----------------------	-----------------------------	---------------------------

**PERSONNEL**

20-5250-50-50010 SALARIES	102,559.86	102,559.86	102,559.86	72,903	71.1	29,657	91,128	248,167.84	145,608
20-5250-50-50050 OVERTIME	4,358.79	4,358.79	4,358.79	4,374	100.4	(16)	5,468	6,020.48	1,662
20-5250-50-50075 LONGEVITY PAY	1,500.00	1,500.00	1,500.00	3,200	213.3	(1,700)	4,000	1,700.00	200
20-5250-50-50200 EMPLOYER PAID TAXES	8,294.03	8,294.03	8,294.03	5,931	71.5	2,363	7,414	11,412.18	3,118
20-5250-50-50255 WORKERS' COMPENSATION	4,500.00	4,500.00	4,500.00	4,287	95.3	213	5,359	5,400.00	900
20-5250-50-50325 HEALTH INSURANCE	18,946.58	18,946.58	18,946.58	13,104	69.2	5,843	16,380	25,262.11	6,316
20-5250-50-50410 EMPLOYER RETIREMENT CO	4,727.05	4,727.05	4,727.05	3,373	71.4	1,354	4,217	6,526.58	1,800
20-5250-50-50520 EMPLOYEE EDUCATION	1,500.00	1,500.00	1,500.00	1,554	103.6	(54)	1,943	2,000.00	500
20-5250-50-50700 REIMB UNEMPLOYMENT	4,000.00	4,000.00	4,000.00	235	5.9	3,765	294	-	(4,000)
<b>TOTAL PERSONNEL</b>	<b>150,386</b>	<b>150,386</b>	<b>150,386</b>	<b>108,961</b>	<b>72.5</b>	<b>41,425</b>	<b>136,202</b>	<b>306,489.19</b>	<b>156,103</b>

**OPERATING**

20-5250-51-51010 ADVERTISING	-	-	-	0	0.0	0	0	-	0
20-5250-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	72	72.0	28	90	100.00	0
20-5250-51-51335 INSURANCE-PROPERTY, CA	12,700.00	12,700.00	12,700.00	8,775	69.1	3,925	10,969	12,700.00	0
20-5250-51-51338 INSURANCE LIABILITY	1,100.00	1,100.00	1,100.00	2,250	204.5	(1,150)	2,813	3,000.00	1,900
20-5250-51-51485 MISCELLANEOUS	-	-	-	0	0.0	0	0	-	0
20-5250-51-51610 PERMITS & LICENSES	6,000.00	6,000.00	6,000.00	5,804	96.7	196	7,255	6,000.00	0
20-5250-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	35	11.7	265	44	150.00	(150)
20-5250-51-51635 PROFESSIONAL & MEMBERS	300.00	300.00	300.00	0	0.0	300	0	300.00	0
20-5250-51-51740 SUPPLIES - CHEMICALS &	32,000.00	32,000.00	32,000.00	19,410	60.7	12,590	24,262	25,000.00	(7,000)
20-5250-51-51743 SUPPLIES-EQUIPMENT	3,000.00	3,000.00	3,000.00	2,155	71.8	845	2,694	2,000.00	(1,000)
20-5250-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	-	0
20-5250-51-51747 METER PURCHASE	300,000.00	300,000.00	300,000.00	213,292	71.1	86,708	266,615	300,000.00	0
20-5250-51-51780 TRAVEL	500.00	500.00	500.00	211	42.2	289	264	1,000.00	500
20-5250-51-51800 UNIFORMS & ACCESSORIES	2,200.00	2,200.00	2,200.00	2,229	101.3	(29)	2,786	2,250.00	50
20-5250-51-51809 R.O.W FEES	600.00	600.00	600.00	0	0.0	600	0	600.00	0
20-5250-51-51810 UTILITIES-ELECTRIC AUS	24,000.00	24,000.00	24,000.00	17,533	73.1	6,467	21,916	25,000.00	1,000
20-5250-51-51813 UTILITIES-ELECTRIC BLU	10,000.00	10,000.00	10,000.00	10,291	102.9	(291)	12,863	15,000.00	5,000
20-5250-51-51815 UTILITIES-ELECTRIC TX	-	-	-	0	0.0	0	0	-	0
20-5250-51-52340 FUEL & OIL	5,000.00	5,000.00	5,000.00	3,711	74.2	1,289	4,639	4,000.00	(1,000)
20-5250-51-52440 EQUIPMENT RENTAL	500.00	500.00	500.00	0	0.0	500	0	500.00	0
20-5250-51-53010 TESTING WATER AND WAST	5,000.00	5,000.00	5,000.00	2,629	52.6	2,371	3,287	3,500.00	(1,500)
<b>TOTAL OPERATING</b>	<b>403,300</b>	<b>403,300</b>	<b>403,300</b>	<b>288,397</b>	<b>71.5</b>	<b>114,903</b>	<b>360,496</b>	<b>401,100.00</b>	<b>(2,200)</b>

**REPAIRS & MAINTENANCE**

20-5250-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	762	30.5	1,738	953	2,500.00	0
20-5250-52-52320 VEHICLE REPAIRS & MAIN	4,000.00	4,000.00	4,000.00	1,487	37.2	2,513	1,859	2,500.00	(1,500)
20-5250-52-52430 MACHINERY EQUIPMENT-RE	5,000.00	5,000.00	5,000.00	4,097	81.9	903	5,122	6,000.00	1,000
20-5250-52-52460 REPAIRS-WELLS,PUMPS,MO	20,000.00	20,000.00	20,000.00	7,393	37.0	12,607	9,241	35,000.00	15,000
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>31,733</b>	<b>32,500</b>	<b>31,500</b>	<b>13,740</b>	<b>43.6</b>	<b>17,760</b>	<b>17,175</b>	<b>46,000.00</b>	<b>14,500</b>



**WATER/WASTEWATER**

20-5250-53-53030 WATER FEES-AUSTIN	450.00	450.00	450.00	308	68.4	142	384	450.00	0
20-5250-53-53040 WATER FEES-MANVILLE	245,000.00	245,000.00	245,000.00	237,981	97.1	7,019	297,477	360,000.00	115,000
20-5250-53-53050 WATER FEES-BLUEWATER	746,355.00	746,355.00	746,355.00	530,525	71.1	215,830	663,156	840,000.00	93,645
20-5250-53-53060 WELL ROYALTIES-FOWLER	12,500.00	12,500.00	12,500.00	9,665	77.3	2,835	12,082	12,500.00	0
20-5250-53-53070 WELL ROYALTIES-LEE	5,000.00	5,000.00	5,000.00	3,089	61.8	1,911	3,862	5,000.00	0
TOTAL WATER/WASTEWATER	1,009,305	1,009,305	1,009,305	781,568	77.4	227,737	976,960	1,217,950.00	208,645

**CONTRACTED SERVICES**

20-5250-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0.0	0	0	-	0
20-5250-54-51440 LEGAL FEES	0	0	0	0	0.0	0	0	-	0
20-5250-54-51595 MVBA UTIL COLLECTION	150	150	150	38	25.1	112	47	150.00	0
TOTAL CONTRACTED SERVICES	150	250	150	38	25.1	112	47	150.00	0

**DEBT PAYMENTS**

20-5250-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0.0	0	0	-	0
20-5250-55-52299 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-	0
20-5250-55-52310 VEHICLE LEASE EXPENSE	27,400	27,400	27,400	0	0.0	27,400	0	15,000.00	(12,400)
20-5250-55-52311 LEASE INTEREST EXPENSE	0	0	0	0	0.0	0	0	-	0
20-5250-55-52410 MACHINERY EQUIPMENT LE	0	0	0	0	0.0	0	0	18,960.00	18,960
20-5250-55-6000 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-	0
TOTAL DEBT PAYMENTS	27,400	27,400	27,400	0	0.0	27,400	0	33,960.00	6,560

**CAPITAL OUTLAY < \$5K**

20-5250-57-52200 COMPUTER EQUIP PURCHAS	0	0	0	0	0.0	0	0	3,500.00	3,500
20-5250-57-52450 TOOLS	5,000	5,000	5,000	2,260	45.2	2,740	2,825	5,000.00	0
TOTAL CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	2,260	45.2	2,740	2,825	8,500.00	3,500

**CAPITAL OUTLAY > \$5K**

20-5250-58-52000 TRAVIS HOBBS CONSTRUCTION				0					
20-5250-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	-	0
20-5250-58-52400 MACHINERY EQUIPMENT-PU	6,500	6,500	6,500	2,325	35.8	4,175	2,907	-	(6,500)
20-5250-58-53090 IMPACT FEES-WATER	0	0	0	0	0.0	0	0	-	0
20-5250-58-5770 DEPRECIATION EXPENSE	0	0	0	0	0.0	0	0	-	0
20-5250-58-58001 CAP PROJECTS- AUSTIN W	0	0	0	0	0.0	0	0	-	0
20-5250-58-58002 CAP PROJECTS- CARRIAGE	0	0	0	0	0.0	0	0	-	0
20-5250-58-58003 MASTER WATER PLAN	0	0	0	0	0.0	0	0	-	0
TOTAL CAPITAL OUTLAY > \$5K	6,500	6,500	6,500	2,325	35.8	4,175	2,907	-	(6,500)

<b>TOTAL WATER EXPENDITURES</b>	<b>1,633,774</b>	<b>1,634,641</b>	<b>1,633,541</b>	<b>1,197,289</b>	<b>73.3</b>	<b>436,252</b>	<b>1,496,612</b>	<b>2,014,149.19</b>	<b>380,608</b>
---------------------------------	------------------	------------------	------------------	------------------	-------------	----------------	------------------	---------------------	----------------

WASTEWATER EXPENDITURES	FY 2016-17 ACTUAL	FY 2016-17 ORIG. BUDGET	FY 2016-17 CURR. BUDGET	AS OF 06/30/2017 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2017-18 BUDGET	REQUESTED BUDGET DIFF.
<b>PERSONNEL</b>									
20-5275-50-50010 SALARIES	102,559.86	102,559.86	102,559.86	59,998	58.5	42,562	74,997	109,871.84	7,312
20-5275-50-50050 OVERTIME	11,794.38	11,794.38	11,794.38	7,318	62.0	4,476	9,148	12,635.26	841
20-5275-50-50075 LONGEVITY PAY	1,100.00	1,100.00	1,100.00	1,100	100.0	0	1,375	1,300.00	200
20-5275-50-50200 EMPLOYER PAID TAXES	8,832.25	8,832.25	8,832.25	5,026	56.9	3,806	6,283	9,455.94	624
20-5275-50-50255 WORKERS' COMPENSATION	2,300.00	2,300.00	2,300.00	1,972	85.7	328	2,465	2,300.00	0
20-5275-50-50325 HEALTH INSURANCE	18,946.58	18,946.58	18,946.58	9,002	47.5	9,945	11,252	18,946.58	0
20-5275-50-50410 EMPLOYER RETIREMENT CO	5,033.81	5,033.81	5,033.81	2,795	55.5	2,239	3,494	5,407.81	374
20-5275-50-50520 EMPLOYEE EDUCATION	1,250.00	1,250.00	1,250.00	60	4.8	1,190	75	600.00	(650)
20-5275-50-50700 UNEMPLOYMENT CLAIMS	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	4,000.00	0
TOTAL PERSONNEL	155,817	155,817	155,817	87,271	56.0	68,546	109,088	164,517.43	8,701
<b>OPERATING</b>									
20-5275-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	0	0.0	100	0	100.00	0
20-5275-51-51320 INDUSTRIAL WASTE FEES	-	-	-	0	0.0	0	0	-	0
20-5275-51-51335 INSURANCE-PROPERTY, CA	9,800.00	9,800.00	9,800.00	6,750	68.9	3,050	8,438	9,800.00	0
20-5275-51-51338 INSURANCE LIABILITY	2,995.00	2,995.00	2,995.00	2,250	75.1	745	2,813	2,995.00	0
20-5275-51-51485 MISCELLANEOUS	-	-	-	0	0.0	0	0	-	0
20-5275-51-51603 PERIODICALS & PUBLICAT	100.00	100.00	100.00	0	0.0	100	0	100.00	0
20-5275-51-51610 PERMITS & LICENSES	5,000.00	5,000.00	5,000.00	5,480	109.6	(480)	6,849	5,500.00	500
20-5275-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	0	0.0	300	0	300.00	0
20-5275-51-51635 PROFESSIONAL & MEMBERS	150.00	150.00	150.00	0	0.0	150	0	150.00	0
20-5275-51-51740 SUPPLIES PARTS AND MATERIALS	50,000.00	50,000.00	50,000.00	32,434	64.9	17,566	40,543	5,000.00	(45,000)
20-5275-51-51740 SUPPLIES CHEMICALS								25,000.00	
20-5275-51-51743 SUPPLIES-EQUIPMENT	500.00	500.00	500.00	125	25.0	375	156	-	(500)
20-5275-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	-	0
20-5275-51-51770 TELEPHONE, COMMUNICATI	-	-	-	0	0.0	0	0	-	0
20-5275-51-51775 WIRELESS COMMUNICATI	-	-	-	0	0.0	0	0	-	0
20-5275-51-51800 UNIFORMS & ACCESSORIES	1,200.00	1,200.00	1,200.00	865	72.1	335	1,082	1,000.00	(200)
20-5275-51-51809 R.O.W. FEES	600.00	600.00	600.00	562	93.7	38	703	600.00	0
20-5275-51-51813 UTILITIES-ELECTRIC BLU	93,000.00	93,000.00	93,000.00	60,888	65.5	32,112	76,110	93,000.00	0
20-5275-51-51815 UTILITIES-ELECTRIC TX	5,800.00	5,800.00	5,800.00	3,781	65.2	2,019	4,726	5,800.00	0
20-5275-51-52340 FUEL & OIL	5,500.00	5,500.00	5,500.00	5,351	97.3	150	6,688	5,500.00	0
TOTAL OPERATING	174,945	174,945	175,045	118,486	67.7	56,560	148,107	154,845.00	(20,200)
<b>REPAIRS &amp; MAINTENANCE</b>									
20-5275-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	2,332	93.3	168	2,915	2,500.00	0
20-5275-52-52320 VEHICLE REPAIRS & MAIN	3,500.00	3,500.00	3,500.00	578	16.5	2,922	723	2,500.00	(1,000)
20-5275-52-52430 MACHINERY EQUIPMENT-RE	10,000.00	10,000.00	10,000.00	7,293	72.9	2,707	9,117	10,000.00	0
20-5275-52-52460 REPAIRS-WELLS,PUMPS,MO	32,000.00	32,000.00	32,000.00	9,222	28.8	22,778	11,527	25,000.00	(7,000)
TOTAL REPAIRS & MAINTENANCE	48,000	48,000	48,000	19,425	40.5	28,575	24,282	40,000.00	(8,000)

**WATER/WASTEWATER**

20-5275-53-53010 TESTING WATER AND WAST	18,000	18,000	18,000	13,644	75.8	4,356	17,055	20,000.00	2,000
20-5275-53-53040 WATER FEES-MANVILLE	1,100	1,100	1,100	344	31.3	756	430	1,100.00	0
20-5275-53-53160 WASTEWATER FEES-AUSTIN	630,000	630,000	630,000	393,527	62.5	236,473	491,909	630,000.00	0
20-5275-53-53165 IMPACT FEES- CITY OF	0	0	0	0	0.0	0	0	-	0
<b>TOTAL WATER/WASTEWATER</b>	<b>649,100</b>	<b>649,100</b>	<b>649,100</b>	<b>407,516</b>	<b>62.8</b>	<b>241,584</b>	<b>509,395</b>	<b>651,100.00</b>	<b>2,000</b>

**CONTRACTED SERVICES**

20-5275-54-53150 SLUDGE DISPOSAL	9,000	9,000	9,000	745	8.3	8,255	931	9,000.00	0
<b>TOTAL CONTRACTED SERVICES</b>	<b>9,000</b>	<b>9,000</b>	<b>9,000</b>	<b>745</b>	<b>8.3</b>	<b>8,255</b>	<b>931</b>	<b>9,000.00</b>	<b>0</b>

**DEBT PAYMENTS**

20-5275-55-52310 VEHICLE LEASE EXPENSE	18,160	18,160	18,160	7,469	41.1	10,691	9,336	18,160.00	0
<b>TOTAL DEBT PAYMENTS</b>	<b>18,160</b>	<b>18,160</b>	<b>18,160</b>	<b>7,469</b>	<b>41.1</b>	<b>10,691</b>	<b>9,336</b>	<b>18,160.00</b>	<b>0</b>

**CAPITAL OUTLAY < \$5K**

20-5275-57-52400 MACHINERY EQUIPMENT-PURCHASES	5,000	5,000	5,000	1,820	36.4	3,180	2,275	5,000.00	0
<b>TOTAL CAPITAL OUTLAY &lt; \$5K</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>1,820</b>	<b>36.4</b>	<b>3,180</b>	<b>2,275</b>	<b>5,000.00</b>	<b>0</b>

**CAPITAL OUTLAY > \$5K**

20-5275-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	-	0
20-5275-58-52200 COMPUTER EQUIP PURCHAS	0	0	0	0	0.0	0	0	-	0
20-5275-58-52400 MACHINERY EQUIPMENT-PU	0	0	0	0	0.0	0	0	-	0
20-5275-58-52410 CAPITAL OUTLAY	20,000	20,000	20,000	14,357	71.8	5,643	17,947	15,000.00	(5,000)
<b>TOTAL CAPITAL OUTLAY &gt; \$5K</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>14,357</b>	<b>71.8</b>	<b>5,643</b>	<b>17,947</b>	<b>15,000.00</b>	<b>(5,000)</b>

<b>TOTAL WASTEWATER EXPENDITURES</b>	<b>1,075,022</b>	<b>1,075,022</b>	<b>1,075,122</b>	<b>657,088</b>	<b>61.1</b>	<b>418,033</b>	<b>819,086</b>	<b>1,057,622.43</b>	<b>(17,499)</b>
<b>TOTAL EXPENDITURES</b>	<b>3,052,857</b>	<b>3,055,322</b>	<b>3,051,322</b>	<b>2,117,878</b>	<b>69.4</b>	<b>933,444</b>	<b>2,645,072</b>	<b>3,480,861.84</b>	<b>429,540</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,522,549</b>	<b>1,082,540</b>	<b>1,086,240</b>	<b>817,453</b>		<b>268,787</b>	<b>1,024,092</b>	<b>164,635.29</b>	<b>(921,605)</b>



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 6, 2017

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

**DEPARTMENT:** Administration

---

**AGENDA ITEM DESCRIPTION:**

Conduct the second public hearing on the FY 2017-2018 Proposed Property Tax Rate of the City of Manor, Texas.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Proposed Tax Rate FY2017-2018

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council conduct the second public hearing on the FY 2017-2018 Proposed Property Tax Rate of the City of Manor, Texas.

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

---

2017 Truth in Taxation Calculations  
City of Manor

Data Input Page  
July 14, 2017

A. 2017 PROPERTY VALUES:	CERTIFIED VALUE.....	\$	586,462,611
	PROTESTED VALUE.....	\$	19,263,289
	UNLISTED VALUE.....	\$	0
	2017 TOTAL TAXABLE VALUE.....	\$	605,725,900
B. 2016 TOTAL TAXABLE VALUE.....		\$	488,541,310
C. 2016 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
D. 2016 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	0
E. 2016 DEANNEXED TAX VALUE.....		\$	3,190
F. 2016 TAXABLE VALUE BECOMING EXEMPT IN 2017.....		\$	1,315,976
G. 2016 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
H. 2017 TAXABLE VALUE POLLUTION CONTROL EXEMPTION		\$	0
I. 2017 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
J. 2017 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2016.....		\$	1,259,455
K. 2017 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2016.....		\$	46,447,869
L. 2016 TAX RATES.....M & O.....		\$	0.4381 /\$100
	I & S.....	\$	0.3357 /\$100
	TOTAL TAX RATE.....	\$	0.7738 /\$100
M. M&O YEAR END FUND BALANCE.....		\$	0
N. I&S YEAR END FUND BALANCE.....		\$	0
O. 2017 TOTAL DEBT SERVICE NEEDED.....		\$	2,174,636.50
	AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
	AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
	ADJUSTED 2017 DEBT SERVICE.....	\$	2,174,636.50
P. 2016 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
Q. CERTIFIED 2017 ANTICIPATED COLLECTION RATE.....	%		100.00%
R. FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
S. REFUNDS FOR TAX YEARS PRIOR TO 2016.....		\$	836.33
	M&O PORTION.....	\$	473.50
T. TCEQ CERTIFIED POLLUTION CONTROL EXPENSES.....		\$	0
U. 2016 TAXES IN TAX INCREMENT FINANCING (TIF).....		\$	0
V. TIF CAPTURED APPRAISED VALUE.....		\$	0
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES.....		\$	0
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE .....		\$	0

<b>Effective Tax Rate</b>	<b>0.6757</b>
Effective M & O Tax Rate	0.3826
Rollback M & O Tax Rate	0.4132
<b>Debt Rate</b>	<b>0.3590</b>
Schedule A Funds Needed for Above Debt Rate	80.52
Debt Rate Reduction Using Above Schedule A Funds	0.0000

**Roll Back Rate:** **0.7722**

**Hearing Limit Rate\*** **0.6757**

\*Lower of Rollback Rate or Effective Rate

**Statement of Increase/Decrease:** **INCREASE** by 311,721

Maximum Small Taxing Unit Rate = 0.0825

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

I, Bruce Elfant, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2017 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

**LAST YEAR'S TAX RATE:**

Last year's operating taxes.....	\$	2,140,299.48
+ Last year's debt taxes.....	\$	1,640,033.18
= Last year's total taxes.....	\$	3,780,332.66
/ Last year's tax base.....	\$	488,541,310
= Last year's total tax rate.....	\$	0.7738 /\$100

**THIS YEAR'S EFFECTIVE TAX RATE:**

Last year's adjusted taxes (after subtracting taxes on lost property).....	\$	3,770,961.28
/ This year's adjusted tax base (after subtracting value of new property)	\$	558,018,576
= This year's effective tax rate.....	\$	0.6757 /\$100
(Maximum rate unless unit publishes notices and holds hearings.)		

**THIS YEAR'S ROLLBACK TAX RATE:**

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....		
	\$	2,134,993.72
/ This year's adjusted tax base.....	\$	558,018,576
= This year's effective operating rate.....	\$	0.3826 /\$100
x 1.08 = This year's maximum operating rate.....	\$	0.4132 /\$100
+ This year's debt rate.....	\$	0.3590 /\$100
= This year's rollback rate.....	\$	0.7722 /\$100

**Statement of Increase/Decrease**

If City of Manor		
adopts a 2017 tax rate equal to the effective tax rate of.....	\$	0.6757
per \$100 of value, taxes would.....	INCREASE	
compared to 2016 taxes by.....	\$	311,721

**Schedule A: Unencumbered Fund Balances:**

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

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

**Schedule B, 2017 Debt Service, Parts 1 and 2, are attached**

\_\_\_\_\_  
Bruce Elfant  
Travis County Tax Assessor-Collector

Prepared By: \_\_\_\_\_  
Christina Cerda

## Schedule B, 2017 Debt Services, Part 1

July 14, 2017

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
2010 GO Bond	65,000.00	23,388.50	0.00	88,388.50
2012 GO Gond	280,000.00	56,610.00	0.00	336,610.00
2012 CO	115,000.00	32,370.00	0.00	147,370.00
2015 GO Bond	400,000.00	105,454.50	300.00	505,754.50
2016 CO Bond	700,000.00	396,513.50	0.00	1,096,513.50
<b>TOTALS</b>	<b>1,560,000.00</b>	<b>614,336.50</b>	<b>300.00</b>	<b>2,174,636.50</b>

## Schedule B, 2017 Debt Service, Part 2

July 14, 2017

Total Required for 2017 Debt Service.....	\$	2,174,636.50
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2017.....	\$	2,174,636.50
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2017.....	\$	0.00
= Total Debt Levy.....	\$	2,174,636.50





AGENDA ITEM NO. <sup>5</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

---

---

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.

---

---

BACKGROUND/SUMMARY:

PRESENTATION: ☐YES ☒NO

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

---

---

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council recess the creation of a Public Improvement District - EntradaGlen.

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



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending ordinance 402, amending Chapter 10, subdivision regulation, article 10.03 Impact Fees, Manor Code of Ordinances, adopting a capital improvements plan and establishing a community impact fee based upon living unit equivalents.

---

### BACKGROUND/SUMMARY:

The Community Impact Fee Advisory Committee met over the past few months to determine a 10 year capital improvements program with our city engineers and from that program water and wastewater impact fees were generated. The recommended water impact fee is \$1,560 and wastewater impact fee is \$3,200 for a total of \$4,760. The current rates are \$2,120 for water and \$2,323.50 for wastewater for a total of \$4,443.50. Combined impact fees are increasing by \$316.50 or 7.12%.

PRESENTATION: ☐ YES ☐ NO

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

Impact Fee Summary  
Ordinance

---

### STAFF RECOMMENDATION:

It is City staff's recommendation to approve an ordinance amending ordinance 402, amending Chapter 10, subdivision regulation, article 10.03 Impact Fees, Manor Code of Ordinances, adopting a capital improvements plan and establishing a community impact fee based upon living unit equivalents.

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

## CITY OF MANOR, TEXAS

### 2016 COMMUNITY IMPACT FEE UPDATE

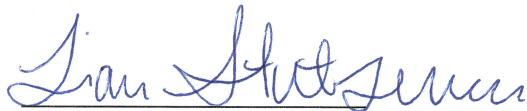
#### ADVISORY COMMITTEE ACTIVITY SUMMARY

#### AND RECOMMENDATION TO CITY COUNCIL

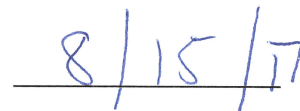
The duly-appointed Community Impact Fee (CIF) Advisory Committee has conducted six (6) meetings to discuss and consider issues related to the City of Manor's 2016 Community Impact Fee program update. The City Engineer, acting as the Impact Fee Consultant, presented information for Advisory Committee consideration at each of the meetings.

- On January 11<sup>th</sup>, 2017, the CIF Advisory Committee first met and reviewed the committee makeup, schedule and responsibilities for the Community Impact Fee program update.
- On February 8<sup>th</sup>, 2017, the CIF Advisory Committee met, was presented with, and discussed the preliminary Land Use Assumptions prepared by the consultant.
- On February 22<sup>nd</sup>, 2017, the CIF Advisory Committee met to discuss and consider revised Land Use Assumptions based upon comments made during the previous meeting and information researched by the consultant. Several modifications were made to the Land Use Assumption Map at the meeting.
- On March 8<sup>th</sup>, 2017, the Advisory Committee was presented with the final draft Land Use Map. The Committee also generated population projections along with Capital Improvement Plans for Water and Wastewater.
- On April 12<sup>th</sup>, 2017, the CIF Advisory Committee met, and reviewed an updated 10-year Capital Improvements Plan, based upon the proposed Land Use Assumptions. The CIF Advisory Committee unanimously recommended the City Council act to adopt the updated Land Use Assumptions and 10-year Capital Improvements Plan.
- On July 12<sup>th</sup>, 2017, the CIF Advisory Committee met and reviewed the calculations for the City's Community Impact Fee Program's Water and Wastewater Impact Fees. The CIF Advisory Committee recommended the City Council act to adopt Water and Wastewater Impact Fees of \$1,560 for water and \$3,200 for wastewater. The CIF Advisory Committee also requested that quarterly Impact Fee program reports be submitted by the Director of Development Services to the Committee.

Respectfully Submitted:



Lian Stutsman, Chair  
Community Impact Fee Advisory Committee



Date

## **ORDINANCE NO. 482**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE NO. 402; AMENDING CHAPTER 10, SUBDIVISION REGULATION, ARTICLE 10.03, IMPACT FEES, CODE OF ORDINANCES OF MANOR; ADOPTING A CAPITAL IMPROVEMENTS PLAN; ESTABLISHING A COMMUNITY IMPACT FEE BASED UPON LIVING UNIT EQUIVALENTS; PROVIDING SEVERABILITY, OPEN MEETING AND EFFECTIVE DATE PROVISIONS; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, pursuant to Chapt. 395, TEX. LOC. GOV'T. CODE, the City Council (the "Council") of the City of Manor, Texas (the "City") adopted Ordinance No. 402, now codified in Chapter 10, Subdivision, Article 10.03, Impact Fees, which approved the Capital Improvement Plan, set out as Exhibit "A" and the Land Use Assumptions, set out as Exhibit "B" to the Ordinance, and established water and wastewater impact fees for connection to the City's water and wastewater system, with such fees set out presently in Appendix "A," Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees; and

**WHEREAS**, the City has undertaken to update the Capital Improvement Plan and the Land Use Assumptions ("CIP and LUA") to determine whether any amendments are advisable and determine whether the impact fees should be amended pursuant to Sec. 395.052, TEX. LOC. GOV'T. CODE, by issuing and timely publishing notices for and holding public hearings on the revised land use assumptions, a revised water and wastewater capital improvements plan and the imposition of revised impact fees; and

**WHEREAS**, the City Council of the City of Manor, Texas (the "City Council") adopted Resolution No. 2017-06, on May 17, 2017 and Resolution No. 2017-10, on July 19, 2017, establishing the dates for public hearings and directing that notice to be given for such public hearings to be held; and

**WHEREAS**, after notice of public hearing for the CIP and LUA was published on May 26, 2017, the City Council held such public hearing on July 5, 2017 to consider the CIP and LUA and the imposition of revised impact fees; and

**WHEREAS**, the City Council approved the proposed CIP and LUA by resolution; and

**WHEREAS**, in accordance with the above steps, the City Council adopted a CIP pursuant to Chapter 395 on July 5, 2017; and

**WHEREAS**, the Advisory Committee filed written comments on the proposed impact fees before the fifth business day before the date of the public hearing; and

**WHEREAS**, after notice of public hearing relating to possible amendment of Impact Fees was published on July 28, 2017, the City Council held a public hearing on September 6, 2017 to consider a proposed amendment of Impact Fees;

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

**Section 1. Findings.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Capital Improvements Plan.** Section 10.03.005, Capital improvements plan adopted of the Code of Ordinance of the City is hereby amended in its entirety to read as follows:

(a) The capital improvements plan identifying capital improvements or facility expansions pursuant to which impact fees may be assessed, as considered at the July 5, 2017 public hearing and as set out in Exhibit “A” attached hereto is hereby adopted.

(b) The land use assumptions pursuant to which the capital improvement plan is developed, as considered at the July 5, 2017 public hearing and as set out in Exhibit “A” attached hereto is hereby adopted.

**Section 3. Community Impact Fee Amount.** The Community Impact Fee for each Living Unit Equivalent shall, as set forth in Exhibit "B" attached hereto, be \$1,560.00 for water service and \$3,200.00 for wastewater service for all new assessments. Ordinance No. 402 is amended to replace Exhibit “B” in its entirety with the attached Exhibit “B” which is hereby adopted. This fee shall apply to lots platted or replatted after September 6, 2017, to land on which new development occurs or is proposed to occur without platting, and in any other circumstance where a previously adopted Impact Fee does not apply. For all lots or development, the community impact fee for each living unit equivalent shall be in accordance with the amounts herein adopted and with the amounts imposed in previous ordinances for the applicable time period as shown in the chart set forth in Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A of the Code of Ordinances of the City.

**Section 4. Application and Reading.** Other provisions of Ordinance No. 402, Section 10.03.005, Water and Wastewater Impact Fees, and Article A7.000 Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A, Code of Ordinances, City of Manor, shall be and remain in full force and effect as amended herein and the same shall be interpreted and applied together and consistent with this ordinance in a manner to give effect to the intent of Ordinance No. 402, Section 10.03.005, and Article A7.000, as amended by the amendments set forth in this Ordinance.

**Section 5. Severability.** If any section, paragraph, subdivision, clause, part or provision of Ordinance No. 402, Section 10.03.005, Water and Wastewater Impact Fees, and Article A7.000

Utility Service Charges and Fees, Section A7.009 Water and Wastewater Impact Fees, Appendix A, Code of Ordinances, City of Manor or this Ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity as a whole or any part or provision other than the part held invalid or unconstitutional.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**Section 7. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code, and it is accordingly so ordained.

**PASSED AND APPROVED** on this 6<sup>th</sup> day of September 2017.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

---

Lluvia Tijerina, City Secretary

---

Rita Jonse, Mayor

## **EXHIBIT “A”**





EXHIBIT A-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
JUNE 2017

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Size	Unit	Length (ft)	Construction Cost (2017 Dollars)	Annual Interest	Period (yr)	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5% over 20 Years)	Total Project Costs	Detailed Description
W-6	2017	Blake Manor Road Water Line	12	inch	3,200	\$ 268,800.00	0.050	20	\$ 268,800.00	\$ 40,300.00	\$ 27,800.00	\$ 203,774.55	\$ 541,000.00	Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant
W-10	2022	Hill Lane Water Line	12	inch	3,450	\$ 289,800.00	0.050	20	\$ 362,250.00	\$ 54,300.00	\$ 58,300.00	\$ 287,213.85	\$ 762,000.00	Water Distribution main along Hill Lane to serve new growth
W-13	2025	US 290 Crossing at Golf Course	12	inch	250	\$ 100,000.00	0.050	20	\$ 140,000.00	\$ 21,000.00	\$ 27,400.00	\$ 113,954.07	\$ 302,000.00	Connect 12" water lines on north and south sides of US 290
W-14	2021	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250,000	gallon		\$ 1,375,000.00	0.050	20	\$ 1,650,000.00	\$ 247,500.00	\$ 246,700.00	\$ 1,296,923.11	\$ 3,441,000.00	250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection
W-15	2018	FM 973 Water Line	12	inch	4000	\$ 336,000.00	0.050	20	\$ 352,800.00	\$ 52,900.00	\$ 40,600.00	\$ 269,945.33	\$ 716,000.00	Transmission main from US 290 to serve new growth on the east and west sides of FM 973
W-16	2019	US 290 Water Line	12	inch	2900	\$ 243,600.00	0.050	20	\$ 267,960.00	\$ 40,200.00	\$ 33,900.00	\$ 206,895.59	\$ 549,000.00	Parallel 12" waterline to increase US 290 capacity
W-17	2019	US 290 Water Line	16	inch	4400	\$ 540,000.00	0.050	20	\$ 594,000.00	\$ 89,100.00	\$ 75,100.00	\$ 458,598.59	\$ 1,217,000.00	Extend transmission main from Presidential Glen to Old Kimbro Road
W-18	2019	Old Kimbro Road Water Line	12	inch	3000	\$ 474,000.00	0.050	20	\$ 521,400.00	\$ 78,200.00	\$ 66,000.00	\$ 402,589.32	\$ 1,068,000.00	Transmission main to serve new growth north of US 290
W-20	2025	Bois D'Arc Lane Water Line	16	inch	2700	\$ 302,400.00	0.050	20	\$ 423,360.00	\$ 63,500.00	\$ 82,800.00	\$ 344,559.84	\$ 914,000.00	Transmission main to improve delivery of water from East EST
W-22	2025	Bois D'Arc Lane Water Line	12	inch	2500	\$ 210,000.00	0.050	20	\$ 294,000.00	\$ 44,100.00	\$ 57,500.00	\$ 239,279.35	\$ 635,000.00	Transmission main to serve new growth north of Tower Rd
W-24	2025	Gregg Manor Road Pump Improvements	1200	gpm		\$ 50,000.00	0.050	20	\$ 70,000.00	\$ 10,500.00	\$ 13,700.00	\$ 56,977.03	\$ 151,000.00	Increase Pump Capacity (and contracted supply) at wholesale water connection
W-31	2018	FM 973 Water Line	12	inch	5200	\$ 436,800.00	0.050	20	\$ 458,640.00	\$ 68,800.00	\$ 52,700.00	\$ 350,898.69	\$ 931,000.00	Transmission main along FM 973 from Tower Road to Canopy Lane to serve new growth.
Water CIP-1	2017	Gregg Lane to Tower Road Waterline	12	inch	3400	\$ 1,234,800.00	0.050	20	\$ 1,234,800.00	\$ 185,200.00	\$ 127,800.00	\$ 936,189.53	\$ 2,484,000.00	Transmission main from Manville WSC Booster Station to East Elevated Storage Tank
Water CIP-2	2017	AMR Water Meters				\$ 300,000.00	0.05	20.000	\$ 300,000.00	\$ 45,000.00	\$ 31,100.00	\$ 227,484.74	\$ 604,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Water CIP-3	2018	AMR Water Meters				\$ 400,000.00	0.05	20.000	\$ 420,000.00	\$ 63,000.00	\$ 48,300.00	\$ 321,357.73	\$ 853,000.00	1350 Meter bodies and AMR registers, 810 replacement meter box lids, software, two vehicle transmitter units, two laptops.
Total													\$ 15,168,000.00	

Notes:  
Water LUEs are defined as requiring 365 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.



EXHIBIT A-4  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
JUNE 2017

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

Project No.	Year	Description	Construction Cost (2017 Dollars)	Interest	Period (months)	Size	Length	Construction Cost (adjusted for Inflation @ 5% per annum)	Soft Costs	Contingency (10% + 1% per annum)	Financing Cost (5.1% over 20 Years)	Total Project Costs	Detailed Description
S-13	2018	Addl. Wilbarger WWTP Capacity	\$ 10,500,000.00	0.00425	240	1.33 MGD		\$ 11,025,000.00	\$ 1,653,800.00	\$ 1,267,900.00	\$ 8,328,716.21	\$ 22,275,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-15	2018	Cottonwood WWTP, Phase 1, 0.1 MGD	\$ 3,453,000.00	0.00425	240	0.1 MGD		\$ 3,625,650.00	\$ 543,800.00	\$ 416,900.00	\$ 2,738,885.01	\$ 7,325,000.00	Build plant at Regional Site, road and electrical improvements add \$500,000
S-16	2018	East Cottonwood Gravity Line	\$ 1,005,400.00	0.00425	240	12"	3,200	\$ 1,055,670.00	\$ 158,400.00	\$ 121,400.00	\$ 797,518.46	\$ 2,133,000.00	Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity
S-17	2018	West Cottonwood LS and FM	\$ 471,000.00	0.00425	240	6" FM and 350 gpm LS	3,700	\$ 494,550.00	\$ 74,200.00	\$ 56,900.00	\$ 373,626.83	\$ 999,000.00	Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity
S-18	2018	West Cottonwood Gravity Line, Phase 2	\$ 1,122,000.00	0.00425	240	15"	8,200	\$ 1,178,100.00	\$ 176,700.00	\$ 135,500.00	\$ 889,980.12	\$ 2,380,000.00	Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity
S-19	2018	FM 973 Gravity Wastewater Line	\$ 591,600.00	0.00425	240	12"	5,800	\$ 621,180.00	\$ 93,200.00	\$ 71,400.00	\$ 469,253.56	\$ 1,255,000.00	Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln)
S-23	2024	Willow Lift Station and Force Main	\$ 466,320.00	0.00425	240	200 gpm		\$ 629,532.00	\$ 94,400.00	\$ 115,800.00	\$ 501,472.72	\$ 1,341,000.00	Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm
S-27	2026	Wilbarger Lift Station and Force Main to CoP WWTP	\$ 700,000.00	0.00425	240	8"	5,100	\$ 1,015,000.00	\$ 152,300.00	\$ 210,100.00	\$ 822,558.29	\$ 2,200,000.00	Lift Station and Force Main to serve area north of Shadowglen in Wilbarger Basin
S-28	2017	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	\$ 25,000.00	0.00425	240	12"	3,100	\$ 25,000.00	\$ 3,800.00	\$ 2,600.00	\$ 18,751.51	\$ 50,000.00	Gravity main to serve new high school; upgrades to existing Stonewater Lift Station.
S-30	2021	Expand Cottonwood WWTP to 0.25 MGD Capacity	\$ 2,000,000.00	0.00425	240	0.25 MGD		\$ 2,400,000.00	\$ 360,000.00	\$ 358,800.00	\$ 1,862,490.78	\$ 4,981,000.00	New Treatment Plant Capacity to Serve Addl Growth
S-31	2025	Expand Cottonwood WWTP to 0.375 MGD Capacity	\$ 2,500,000.00	0.00425	240	0.375 MGD		\$ 3,500,000.00	\$ 525,000.00	\$ 684,300.00	\$ 2,812,308.52	\$ 7,522,000.00	New Treatment Plant Capacity to Serve Addl Growth
CIP-1	2018	Wildhorse Creek Lift Station Expansion	\$ 125,000.00	0.00425	240	1,075 gpm, 2nd WW		\$ 131,250.00	\$ 19,700.00	\$ 15,100.00	\$ 99,162.05	\$ 265,000.00	Change in discharge point increased Phase 1 capacity from 440 to 1026 LUEs, currently at about 706 LUEs. Will need to expand LS when Lagos develops to ultimate 1586 LUE capacity.
CIP-2	2023	Bell Farms Lift Station Expansion	\$ 150,000.00	0.00425	240	1,400 gpm, 2nd WW		\$ 195,000.00	\$ 29,300.00	\$ 33,600.00	\$ 154,013.20	\$ 412,000.00	Presently at approximately 730 LUES. Current phase 1 capacity is 1264 LUES. Ultimate Capcity at phase 2 is 2172.
CIP-3	2020	Presidential Glen Lift Station Expansion	\$ 175,000.00	0.00425	240	2,275 gpm, 2nd WW		\$ 201,250.00	\$ 30,200.00	\$ 27,800.00	\$ 154,819.40	\$ 414,000.00	Presently at approximately 264 LUES. Current phase 1 capacity is 1119 LUES. Ultimate Capcity at phase 2 is 3517.
CIP-4	2022	US 290 WW Line Expansion	\$ 603,378.00	0.00425	240	12" & 15"	1,566 & 2,760	\$ 754,222.50	\$ 113,100.00	\$ 121,400.00	\$ 590,447.14	\$ 1,579,000.00	Presently at approximately 264 PG+308 SW = 572 LUEs out of 1800 LUE capacity, expansion will double capacity.
CIP-6	2018	Travis County Rural Center Lift Station, force main	\$ 350,000.00	0.00425	240	500 gpm	500	\$ 367,500.00	\$ 55,100.00	\$ 42,300.00	\$ 277,629.85	\$ 743,000.00	Lift Station and Force Main from Rural Center to existing wastewater line

Total: \$ 55,874,000.00

Notes:  
Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

**EXHIBIT “B”**

EXHIBIT B-1  
CITY OF MANOR  
PLANNING AND DESIGN CRITERIA  
APRIL 2017

**Water Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Day Water Demand	365	gpd/LUE
Maximum Day Water Demand	730	gpd/LUE
Peak Hour Water Demand	1.5	gpm/LUE
Total Water Storage	200	gal/LUE
Minimum Water Elevated Storage	100	gal/LUE
Minimum Water Pump Capacity	0.6	gpm/LUE
Minimum Water System Pressure (Normal Conditions)	35	psi
Minimum Water System Pressure (Fire Flow Conditions)	20	psi
Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions)	5	fps

**Wastewater Infrastructure**

Criterion	Value	Unit
People per LUE	3.2	
Average Wastewater Flow	275	gpd/LUE
Peak Wastewater Flow	1100	gpd/LUE
Minimum Wastewater Line Velocity	2	fps
Maximum Wastewater Line Velocity	8	fps

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.

EXHIBIT B-2  
CITY OF MANOR WATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
JUNE 2017

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2017 Dollars	Pro Rata Share	Pro Rata Project Cost in 2015 Dollars
W-6	2017	Blake Manor Road Water Line	12"	1667	763	\$ 541,000.00	46%	\$ 247,620.28
W-10	2022	Hill Lane Water Line	12"	91	45	\$ 762,000.00	49%	\$ 376,813.19
W-13	2025	US 290 Crossing at Golf Course	12"	1667	1667	\$ 302,000.00	100%	\$ 302,000.00
W-14	2021	Gregg Manor Road Water Supply - Ground Storage Tank and Pumps	250000	2500	2500	\$ 3,441,000.00	100%	\$ 3,441,000.00
W-15	2018	FM 973 Water Line	12"	1667	625	\$ 716,000.00	37%	\$ 268,446.31
W-16	2019	US 290 Water Line	12"	1667	1667	\$ 549,000.00	100%	\$ 549,000.00
W-17	2019	US 290 Water Line	16"	2400	900	\$ 1,217,000.00	38%	\$ 456,375.00
W-18	2019	Old Kimbro Road Water Line	12"	1667	700	\$ 1,068,000.00	42%	\$ 448,470.31
W-20	2025	Bois D'Arc Lane Water Line	16"	2400	2400	\$ 914,000.00	100%	\$ 914,000.00
W-22	2025	Bois D'Arc Lane Water Line	12"	1667	1100	\$ 635,000.00	66%	\$ 419,016.20
W-24	2025	Gregg Manor Road Pump Improvements	1200	2000	2000	\$ 151,000.00	100%	\$ 151,000.00
W-31	2018	FM 973 Water Line	12	2400	725	\$ 931,000.00	30%	\$ 281,239.58
Water CIP-1	2017	Gregg Lane to Tower Road Waterline	12	2400	725	\$ 2,484,000.00	30%	\$ 750,375.00
Water CIP-3	2018	AMR Water Meters		2400	2400	\$ 853,000.00	100%	\$ 853,000.00
								\$ 9,458,355.86

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2002	1667	Creekside Offsite Utilities	12"	\$ 175,000.00	405	300	18%	\$ 31,000.00
2005	1667	Greenbury Offsite Utilities	12"	\$ 407,816.64	308	1200	72%	\$ 294,000.00
2007	5,600	Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown	16"	\$ 1,057,675.36	1550	2650	47%	\$ 501,000.00
2008	5,000	West Elevated Storage Tank	500,000	\$ 2,138,083.58	1550	2650	53%	\$ 1,133,000.00
2010	2,400	Presidential Glen Water Lines	16"	\$ 465,054.06	8	1300	54%	\$ 252,000.00
2009	5,000	East Manor Elevated Storage Tank	500,000	\$ 1,880,381.34	1550	2650	53%	\$ 997,000.00
Totals				\$ 6,124,000.00				\$ 3,208,000.00

**CIF Ineligible Projects**


EXHIBIT B-3  
CITY OF MANOR WATER IMPROVEMENTS  
MISCELLANEOUS PROJECT COSTS  
JUNE 2017

Description	Amount
CIF Studies	\$ 13,450.00
Study Cost for Water, Mapping, Modeling	\$ 40,000.00
<b>Total Water-Related Costs</b>	<b>\$ 53,450.00</b>

EXHIBIT B-4  
CITY OF MANOR WATER  
IMPACT FEE CALCULATION  
JUNE 2017

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 12,719,805.86
Number of LUEs added:	\$ 4,065.00
Maximum Water CIF:	\$ 3,129.00
50% Credit:	\$ (1,564.50)
MAXIMUM ASSESSABLE CIF:	\$ 1,564.50
ASSESSED WATER CIF:	\$ 1,560.00



EXHIBIT B-5  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
PRO RATA CALCULATIONS  
JUNE 2017

Project No.	Year	Description	Size	Total LUE Capacity	10-Year LUE Demand	Total Project Cost in 2015 Dollars	Pro Rata Share	Pro Rata Project Cost in 2015 Dollars
S-13	2018	Addl. Wilbarger WWTP Capacity	1.33 MGD	5354	4200	\$22,275,000.00	78.45%	\$ 17,474,000.00
S-15	2018	Cottonwood WWTP, Phase 1, 0.1 MGD	0.1 MGD	363	363	\$ 7,325,000.00	100.00%	\$ 7,325,000.00
S-16	2018	East Cottonwood Gravity Line	12"	1000	375	\$ 2,133,000.00	37.50%	\$ 800,000.00
S-17	2018	West Cottonwood LS and FM	12"	1200	540	\$ 999,000.00	45.00%	\$ 450,000.00
S-18	2018	West Cottonwood Gravity Line, Phase 2	15"	1200	540	\$ 2,380,000.00	45.00%	\$ 1,071,000.00
S-19	2018	FM 973 Gravity Wastewater Line	12"	754	75	\$ 1,255,000.00	9.95%	\$ 125,000.00
S-23	2024	Willow Lift Station and Force Main	200 gpm	210	100	\$ 1,341,000.00	47.62%	\$ 639,000.00
S-27	2026	Wilbarger Lift Station and Force Main to CoP WWTP	8"	1000	100	\$ 2,200,000.00	10.00%	\$ 220,000.00
S-28	2017	High School gravity line to Stonewater Lift Station; Stonewater Lift Station Upgrades	12"	1000	500	\$ 50,000.00	50.00%	\$ 25,000.00
S-30	2021	Expand Cottonwood WWTP to 0.25 MGD Capacity	0.25 MGD	909	909	\$ 4,981,000.00	100.00%	\$ 4,981,000.00
S-31	2025	Expand Cottonwood WWTP to 0.375 MGD Capacity	0.375 MGD	1272	1272	\$ 7,522,000.00	100.00%	\$ 7,522,000.00
CIP-1	2018	Wildhorse Creek Lift Station Expansion	1,075 gpm, 2nd WW	1586	1586	\$ 265,000.00	100.00%	\$ 265,000.00
CIP-2	2023	Bell Farms Lift Station Expansion	1,400 gpm, 2nd WW	2172	2172	\$ 412,000.00	100.00%	\$ 412,000.00
CIP-3	2020	Presidential Glen Lift Station Expansion	2,275 gpm, 2nd WW	3517	1119	\$ 414,000.00	31.82%	\$ 132,000.00
CIP-4	2022	US 290 WW Line Expansion	12" & 15"	3600	2300	\$ 1,579,000.00	63.89%	\$ 1,009,000.00
CIP-6	2018	Travis County Rural Center Lift Station, force main	500 gpm	679	340	\$ 743,000.00	50.07%	\$ 372,000.00
								\$ 42,822,000.00

**Previously Completed Projects**

Year	Total LUE Capacity	Name	Description	Project Cost	LUEs Used	10-Year LUE Demand	Pro Rata Share	Pro Rata Project Cost
2001	300	Hamilton Point Sewer Main	Gravity Sewer Line to Serve Hamilton Point Sub	\$ 128,000.00	300	0	0%	\$ -
2003	1091	Creekside Offsite/Onsite and Wilbarger WWTP	Lift Station, Forced Main and WWTP	\$ 1,033,000.00	726	375	34%	\$ 355,000.00
2004	1264	East Old Highway 20 Gravity Line, Lift Staion, Forced Main (Bell Farms FM)	Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20	\$ 1,034,873.04	616	650	51%	\$ 532,000.00
2005	1885	Greenbury Gravity Line	Gravity Line Along US 290 to Serve Greenbury Sub	\$ 619,007.39	308	682	36%	\$ 224,000.00
2008	888	Carriage Hills Lift Station and Forced Main	Lift Station and Forced Main to Serve Carriage Hills Sub	\$ 680,972.01	165	175	20%	\$ 134,000.00
<b>Totals</b>				<b>\$ 3,495,852.45</b>				<b>\$ 1,245,000.00</b>

**CIF Ineligible Projects**

2009	727	Wilbarger WWTP Capacity Buyback	
		Creekside Lift Station Forced Main	
	2005	Adjustment	

EXHIBIT B-6  
CITY OF MANOR WASTEWATER IMPROVEMENTS  
10-YEAR CAPITAL IMPROVEMENTS PLAN  
MISCELLANEOUS PROJECT COSTS  
JUNE 2017

Description	Total Cost
CIF Studies	\$ 13,450.00
Gilleland Creek COA Impact Fee (34 LUEs @ \$1,400)	\$ 47,600.00
Study Cost for Wastewater, Mapping, Modeling	\$ 40,000.00
<b>Total Sewer-Related Costs \$ 101,050.00</b>	

EXHIBIT B-7  
CITY OF MANOR WASTEWATER  
IMPACT FEE CALCULATION  
JUNE 2017

CATEGORY	AMOUNT
Total CIP Eligible Project Cost :	\$ 44,168,000.00
Number of LUEs added:	6,885.00
Maximum Wastewater CIF:	\$ 6,415.00
50% Credit:	\$ (3,207.50)
<b>MAXIMUM ASSESSABLE CIF:</b>	<b>\$ 3,207.50</b>
 <b>ASSESSED WASTEWATER CIF:</b>	 <b>\$ 3,200.00</b>

EXHIBIT B-8  
CITY OF MANOR WATER AND WASTEWATER IMPACT  
FEE FACTORS  
JUNE 2017

**1. RESIDENTIAL DEVELOPMENT**

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

<b>Dwelling Type</b>	<b>Units</b>	<b>LUE Factor</b>
Single Family Residential	Per Housing Unit	1
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.7
Multi-Family Residential	Per Residential Unit	0.5

**2. NON-RESIDENTIAL DEVELOPMENT**

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

<b>Meter Size (Inch)</b>	<b>Type</b>	<b>LUE Factor</b>
5/8	Positive	1
	Displacement	
3/4	Positive	1.5
	Displacement	
1	Positive	2.5
	Displacement	
1-1/2	Positive	5
	Displacement	
2	Positive	8
	Displacement	
2	Compound	8
2	Turbine	10
3	Compound	16
3	Turbine	24
4	Compound	25
4	Turbine	42
6	Compound	50
6	Turbine	92
8	Compound	80
8	Turbine	160
10	Compound	115
10	Turbine	250
12	Turbine	330



AGENDA ITEM NO. 7

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

---

### BACKGROUND/SUMMARY:

This is the annexation of approximately 1,756.97 acres of which approximately 1,052.82 will be in the city's full purpose jurisdiction with the remainder entering into development agreements.

PRESENTATION: ☐ YES ☐ NO

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

Ordinance

Municipal Service Plan

---

### STAFF RECOMMENDATION:

It is City staff's recommendation to approve an ordinance annexing and located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

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

## **ORDINANCE NO. 483**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING LAND LOCATED IN TRAVIS COUNTY, TEXAS THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS;** the City of Manor, Texas (“the City”) is home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS;** the property is adjacent to the present city limits and contiguous with the city limits;

**WHEREAS;** two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov’t. Code*;

**WHEREAS;** notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than (10) days prior to the public hearings;

**WHEREAS;** the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”;

**WHEREAS,** the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

**WHEREAS,** after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

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

**Section 1.** All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

**Section 2.** That the land described in Exhibit “A” (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Manor.

**Section 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

**Section 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**Section 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**Section 6.** That the Annexed Property shall be temporarily zoned District “A” as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

**Section 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

**Section 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passes was open to the public as required and that public notice of the time, place, and purpose of said meeting was given required by the Opens Meeting Act, *Chapt. 551, Tex. Gov’t Code*.

**PASSED AND APPROVED** on First Reading this the 16th day of August, 2017

**FINALLY PASSED AND APPROVED** on this the 6th day of September, 2017

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

---

Lluvia Tijerina, City Secretary

---

Rita Jonse, Mayor

## **EXHIBIT “A”**

Property description:



## **EXHIBIT “B”**

Approved municipal Service Plan

TRACT 1: (+/- 62.94 Ac.)

TRACT 2: (+/- 0.99 Ac.)

TRACT 3: 1,002' Strip (+/- 152.73 Ac.)

TRACT 4: (+/- 241.52 Ac.)

TRACT 5: (+/- 30.61 Ac.)

TRACT 6: 1,002' Strip (+/- 68.81 Ac.)

TRACT 6A: 1,002' Strip (+/- 31.29 Ac.)

TRACT 7: NONE

TRACT 8: 1,002' Strip (+/- 128.94 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.)

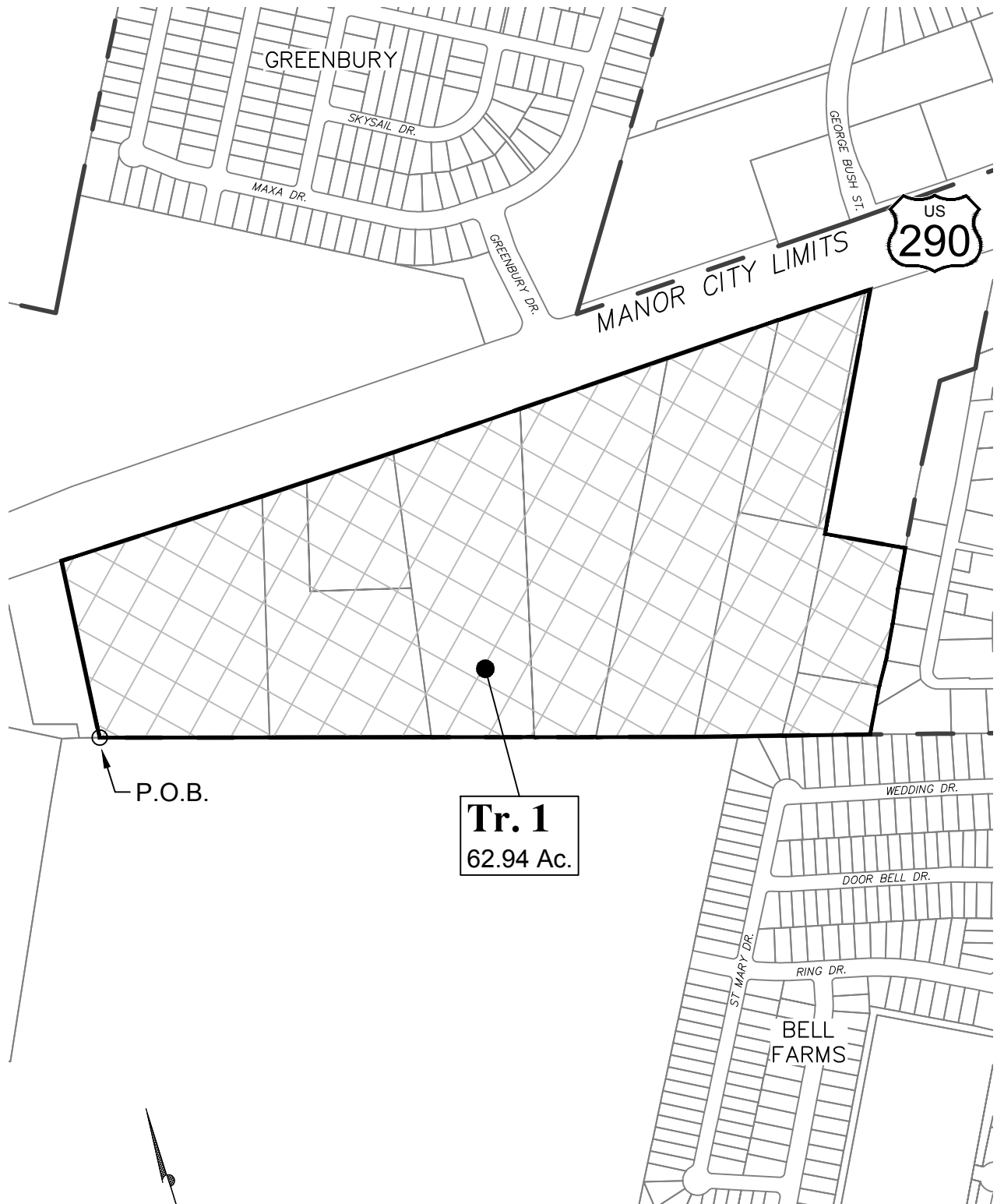
TRACT 16: NONE

TRACT 17: (+/- 3.48 Ac.)

TRACT 18: NONE

TRACT 19: (+/- 101.36 Ac.)

TOTAL: 1,052.82



SCALE: 1" = 500'



Jay Engineering Company, Inc.  
P.O. Box 1220  
Leander, Texas 78646-1220  
Tel: (512) 258-3882 Fax: (512) 258-8016  
Texas Registered Engineering Firm F-4780

CITY OF MANOR  
TRACT 1

ENGINEER  
Frank T. Phelan, P.E.

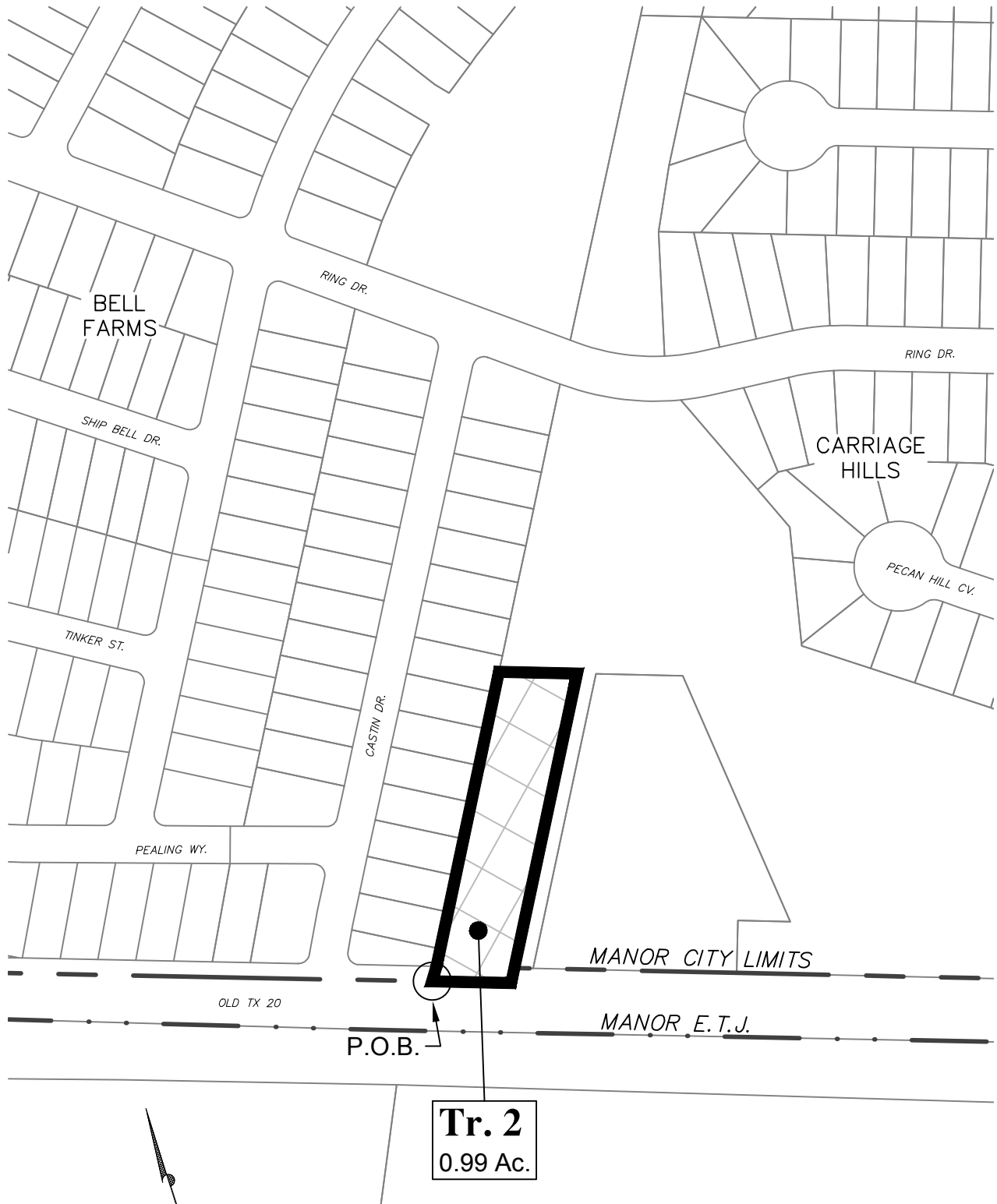
DATE  
05/30/17

DRAWN BY.  
VDI


PROJECT NO.  
100-900-10

DRAWING NO.  
1 Of 1

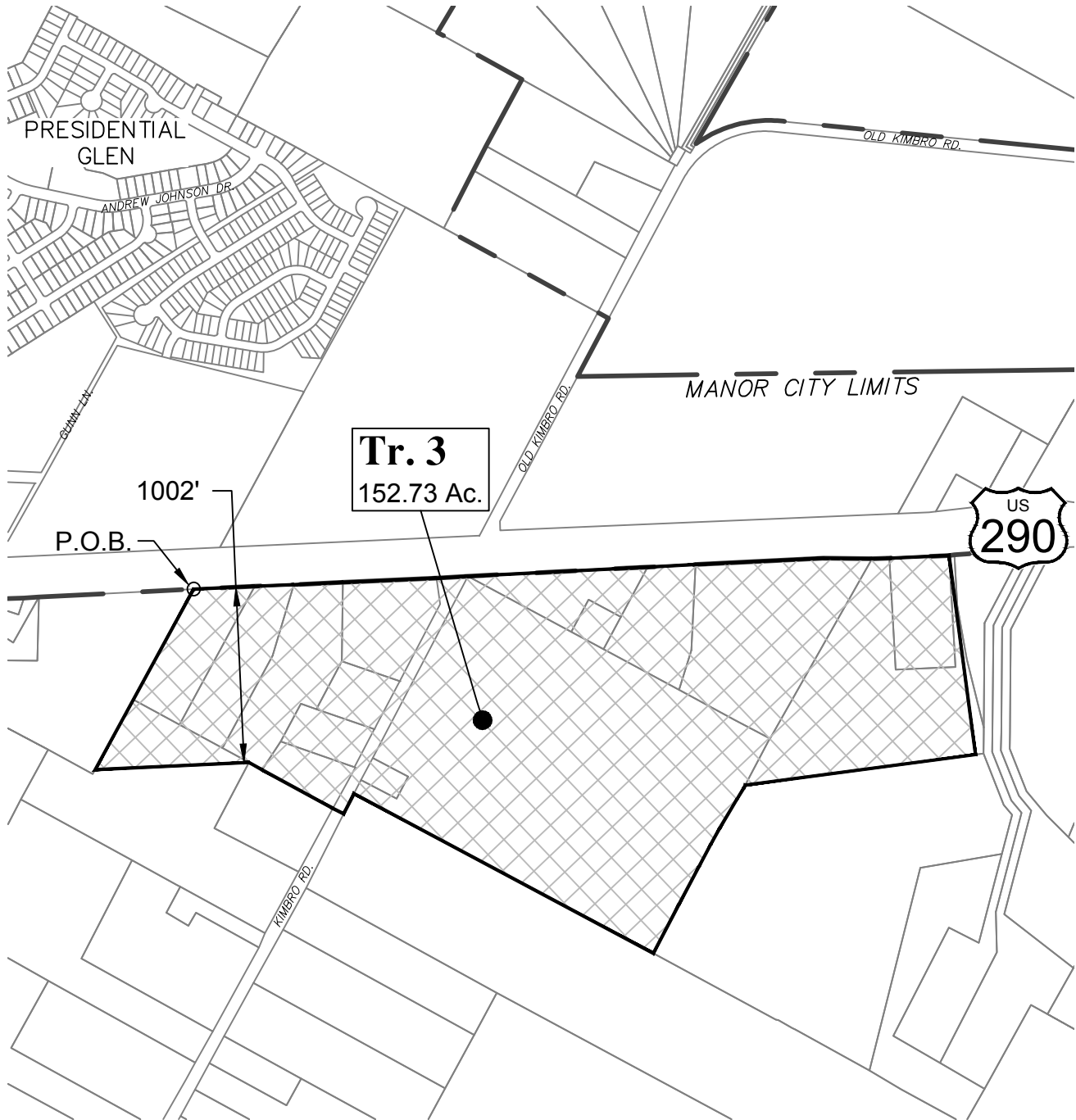
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg




SCALE: 1" = 500'

 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 255-3852 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR		
		TRACT 2		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1

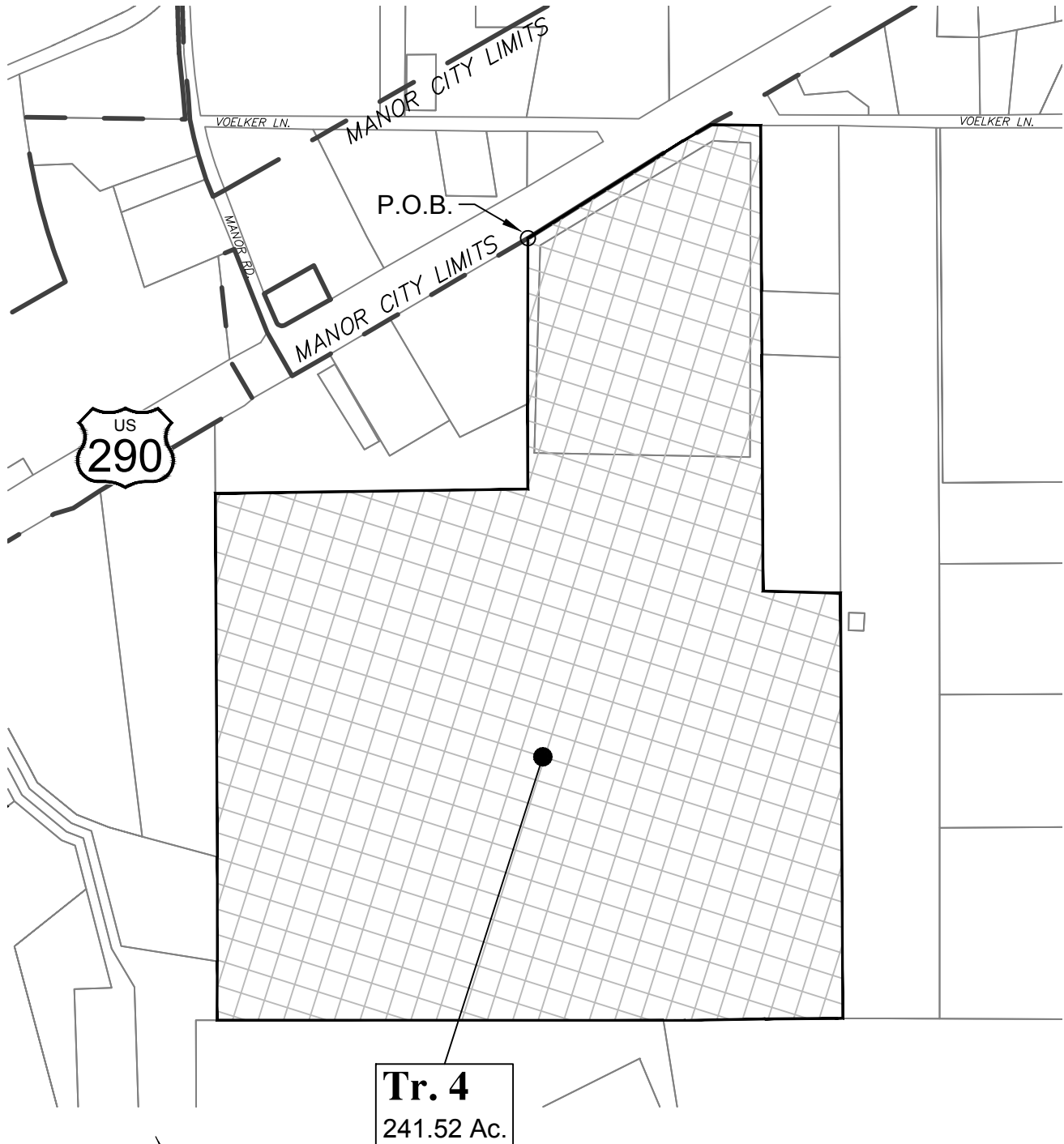
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-14-17.dwg




SCALE: 1" = 900'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79546-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 3			
ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

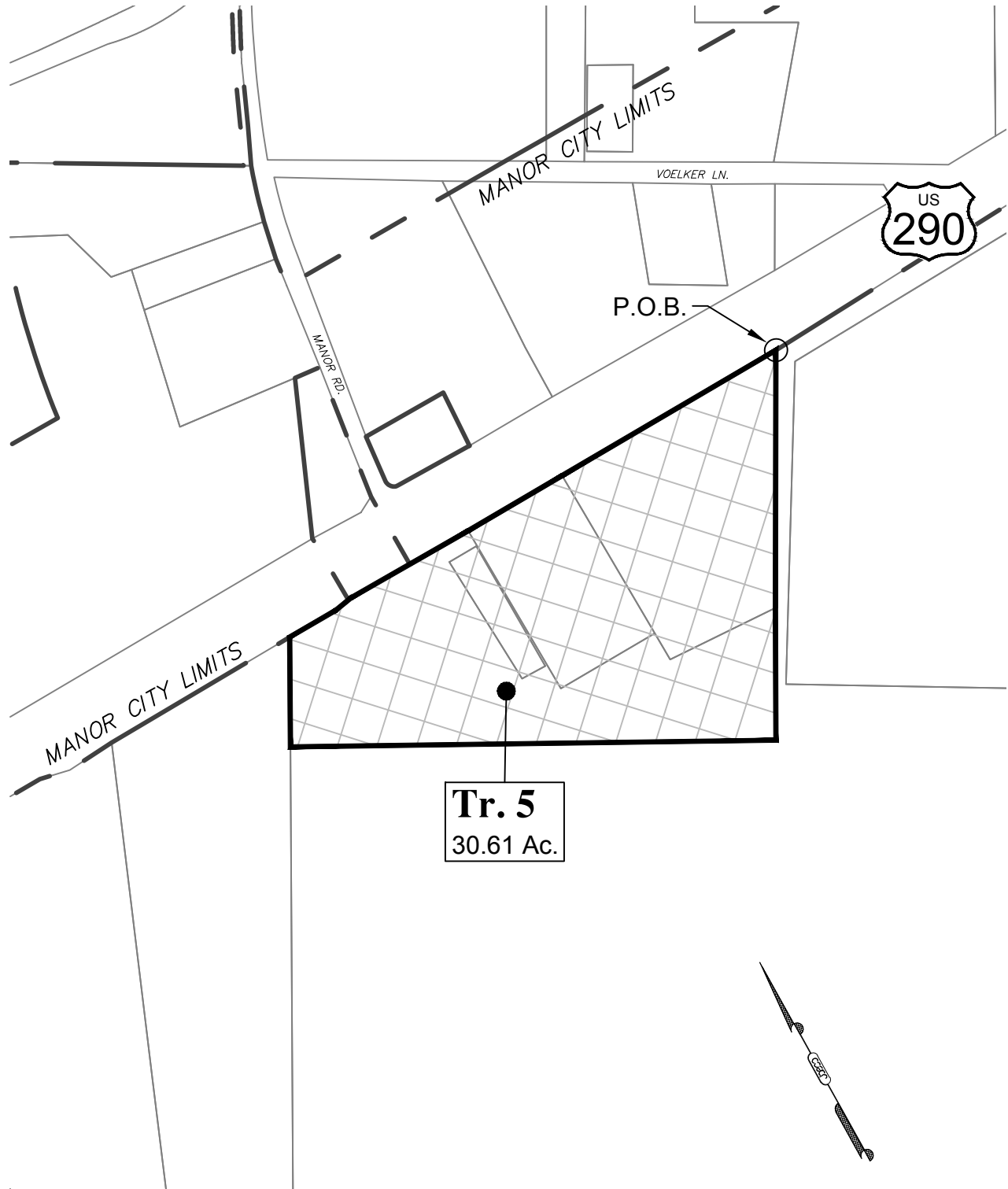
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg



SCALE: 1" = 800'


 Jay Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 4			
ENGINEER Frank T. Phelan, P.E.	DATE 05/30/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg

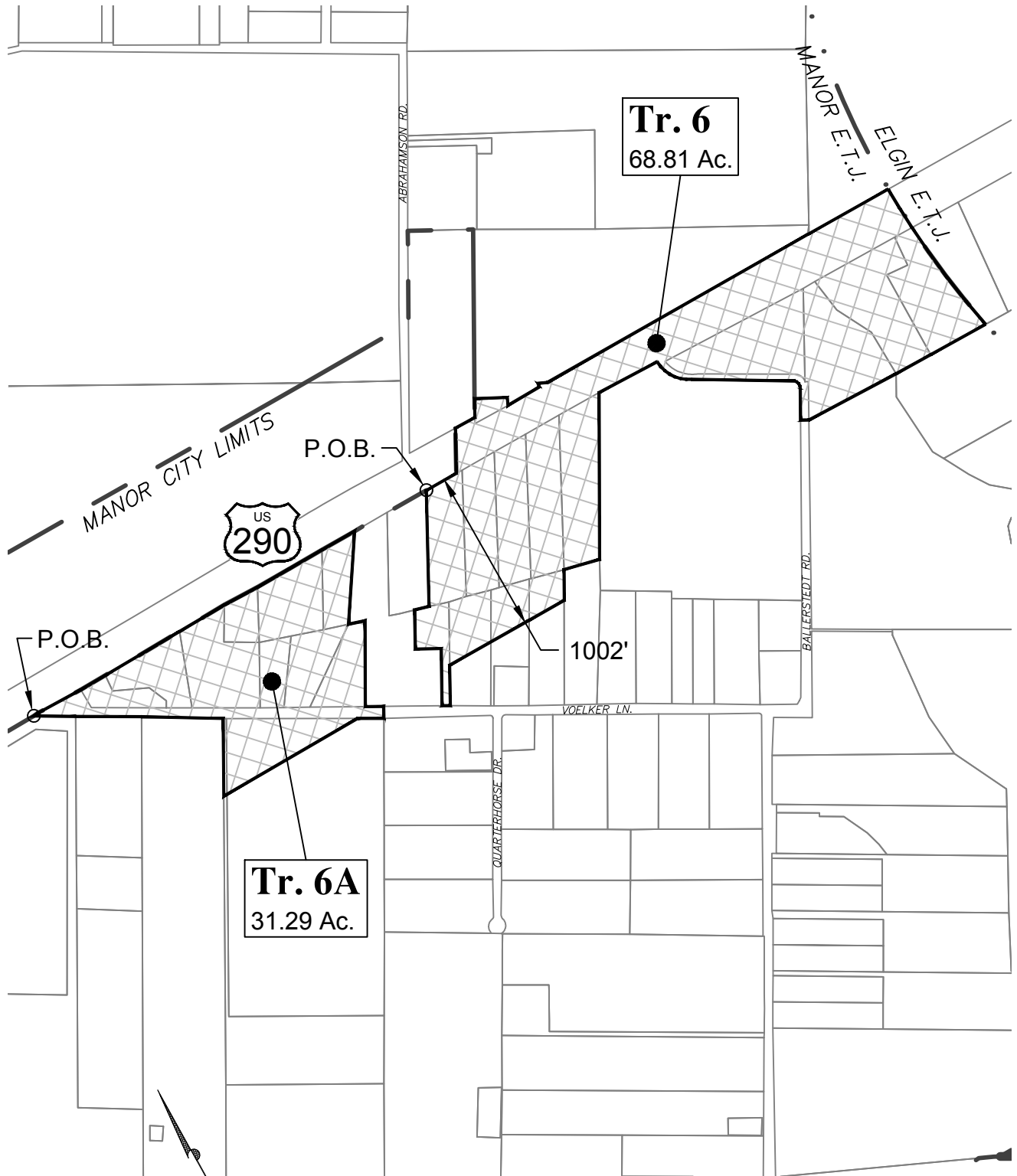


**Tr. 5**  
30.61 Ac.


SCALE: 1" = 500'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>TRACT 5</b>		
ENGINEER Frank T. Phelan, P.E.	DATE 06/02/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-14-17.dwg



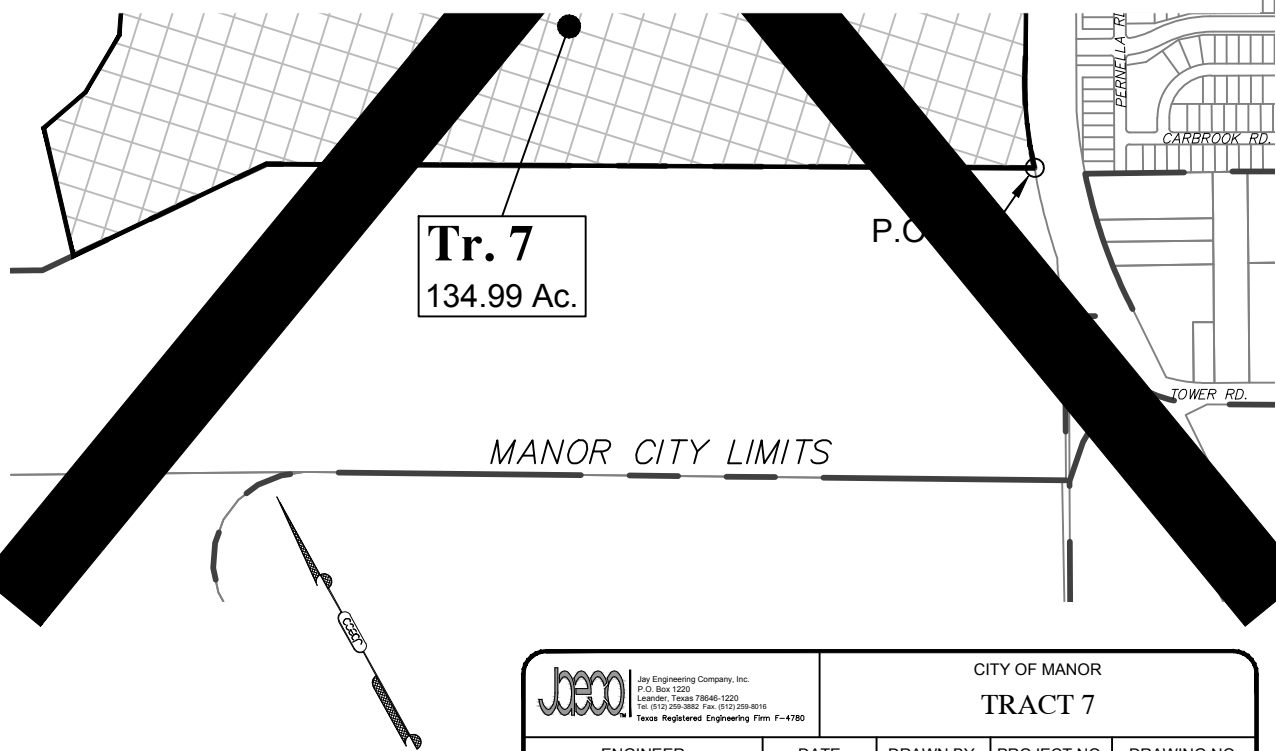
SCALE: 1" = 900'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 6			
ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	




D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-14-17.dwg

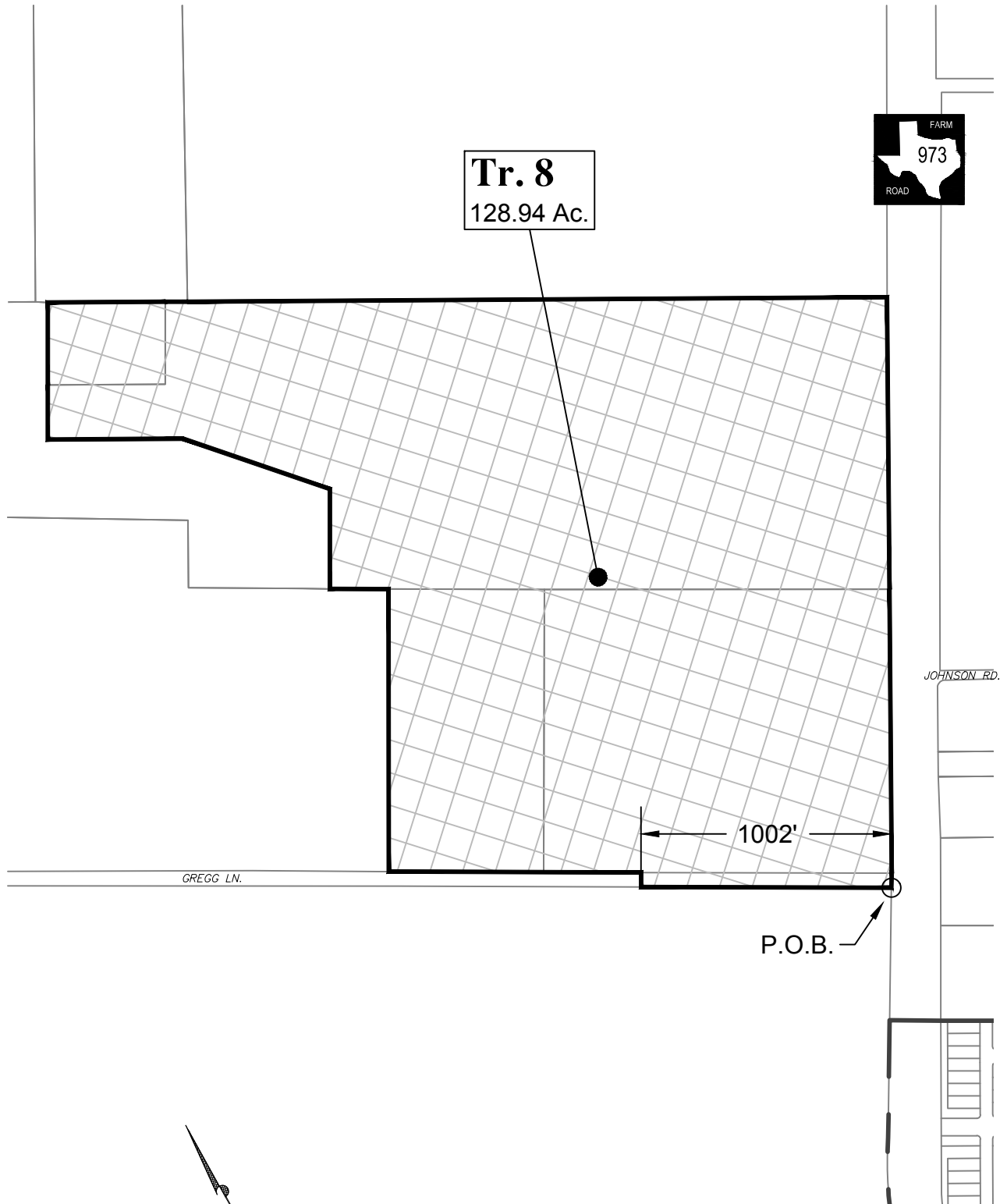
# DEVELOPMENT AGGREEMENT




SCALE: 1" = 800'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79548-1220 Tel: (817) 255-3852 Fax: (817) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 7		
ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

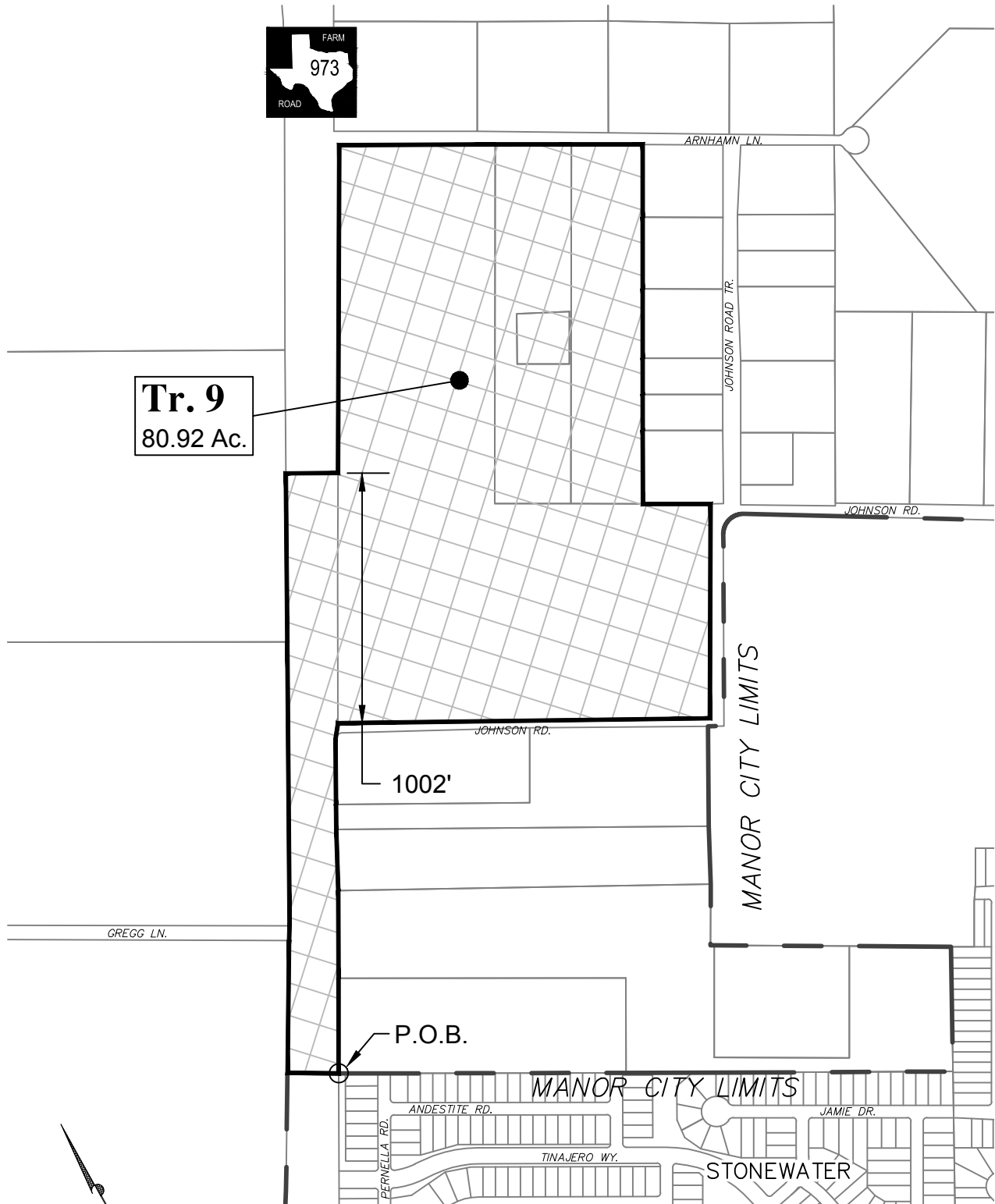
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-14-17.dwg




SCALE: 1" = 600'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 8			
ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

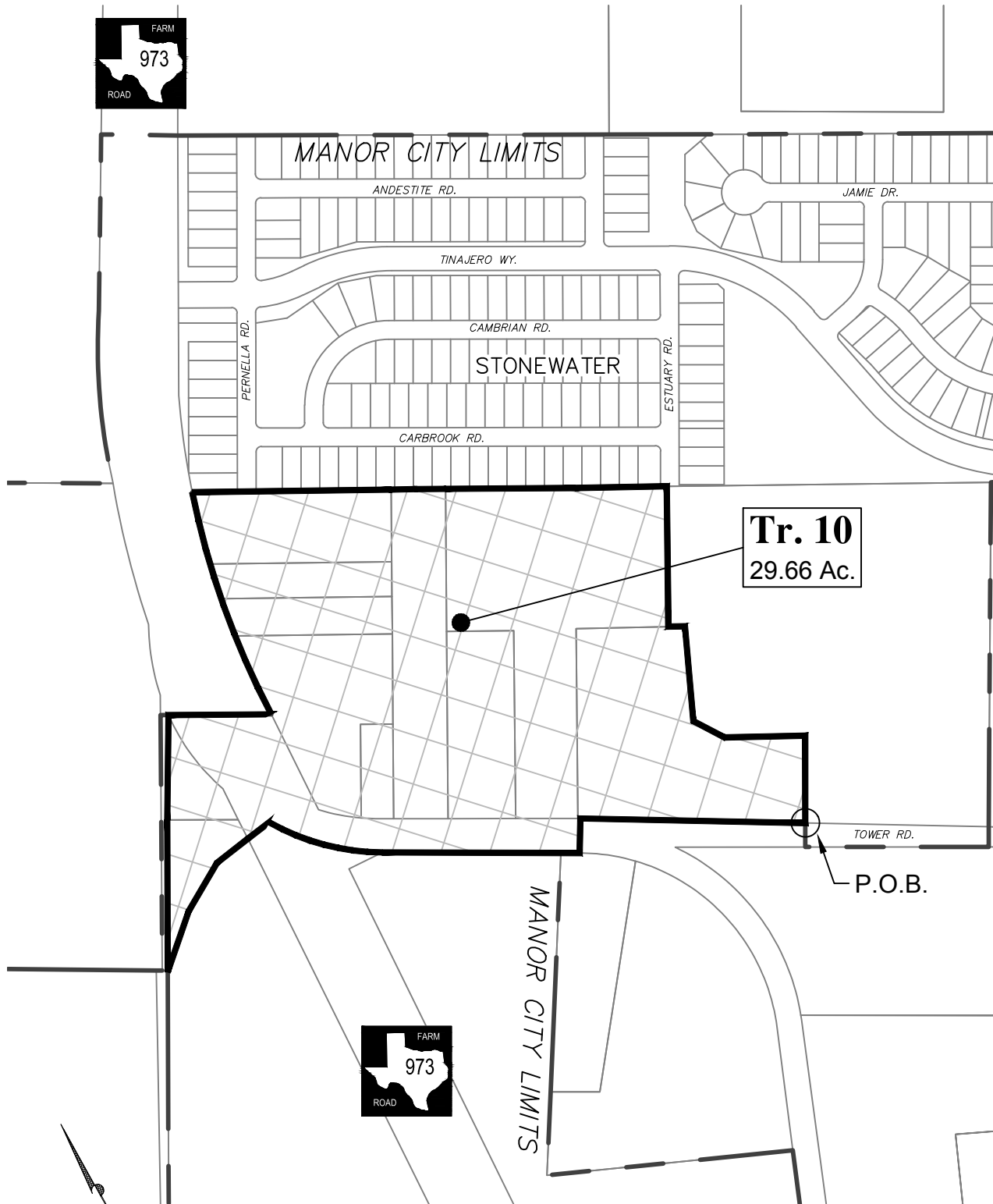
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg




SCALE: 1" = 600'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 9			
ENGINEER Frank T. Phelan, P.E.	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

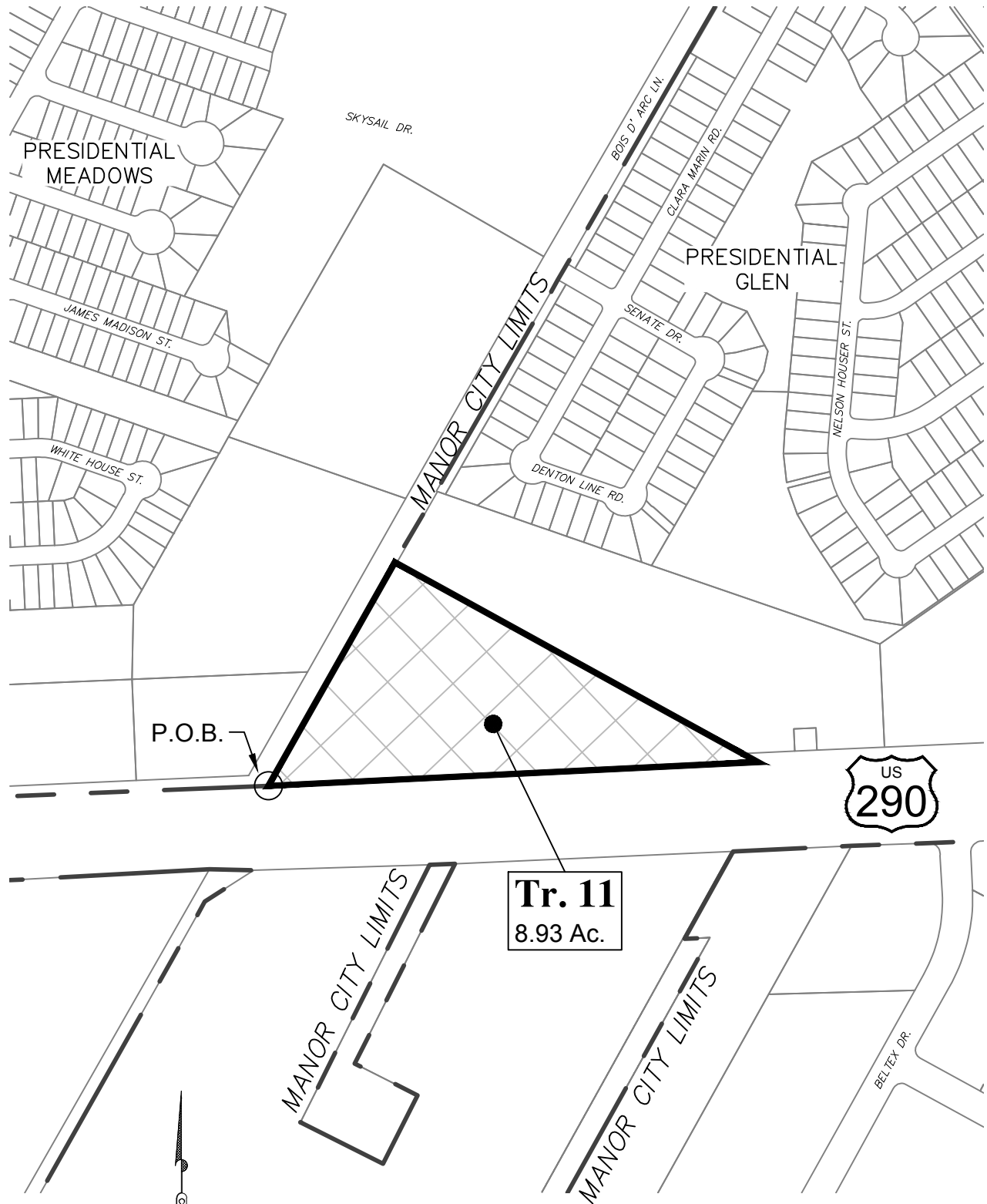
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg



SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 10		
ENGINEER Frank T. Phelan, P.E.	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg



Jeco Engineering Company, Inc.  
P.O. Box 1220  
Lander, Texas 79546-1220  
Tel: (913) 255-3852 Fax: (913) 255-8016  
Texas Registered Engineering Firm F-4780

CITY OF MANOR  
TRACT 11

ENGINEER  
Frank T. Phelan, P.E.

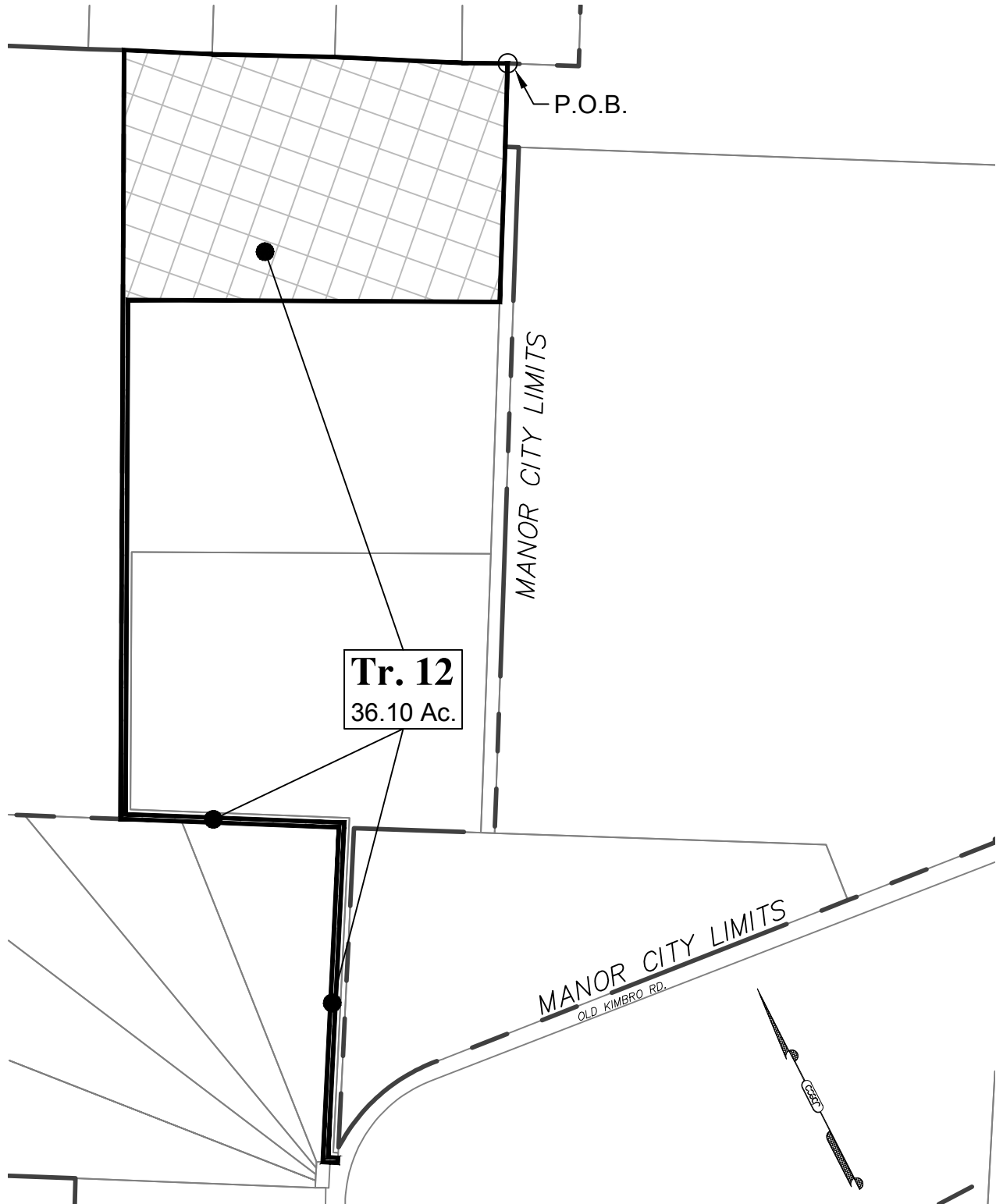
DATE  
05/31/17


DRAWN BY.  
VDI

PROJECT NO.  
100-900-10

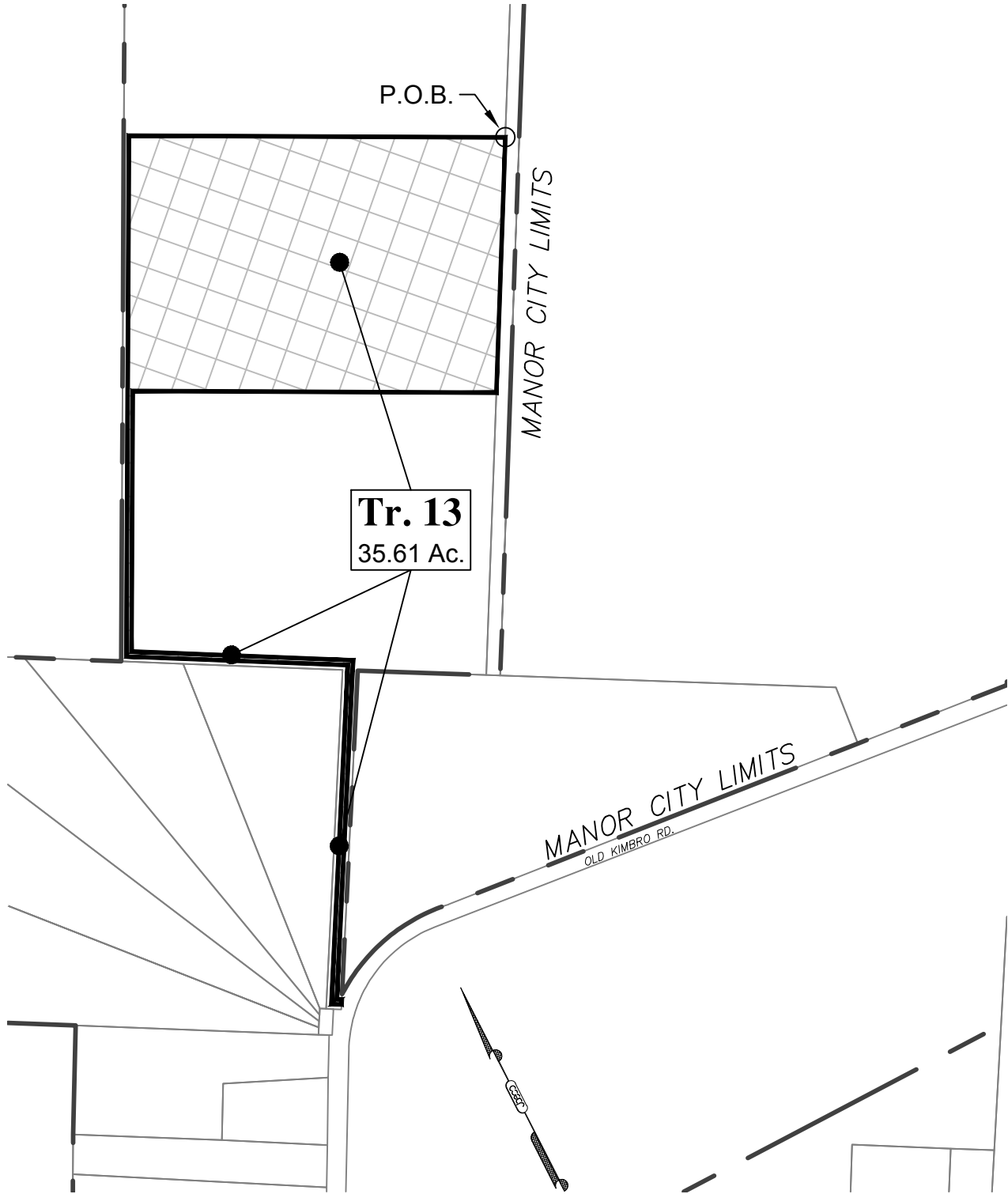
DRAWING NO.  
1 Of 1

SCALE: 1" = 400'




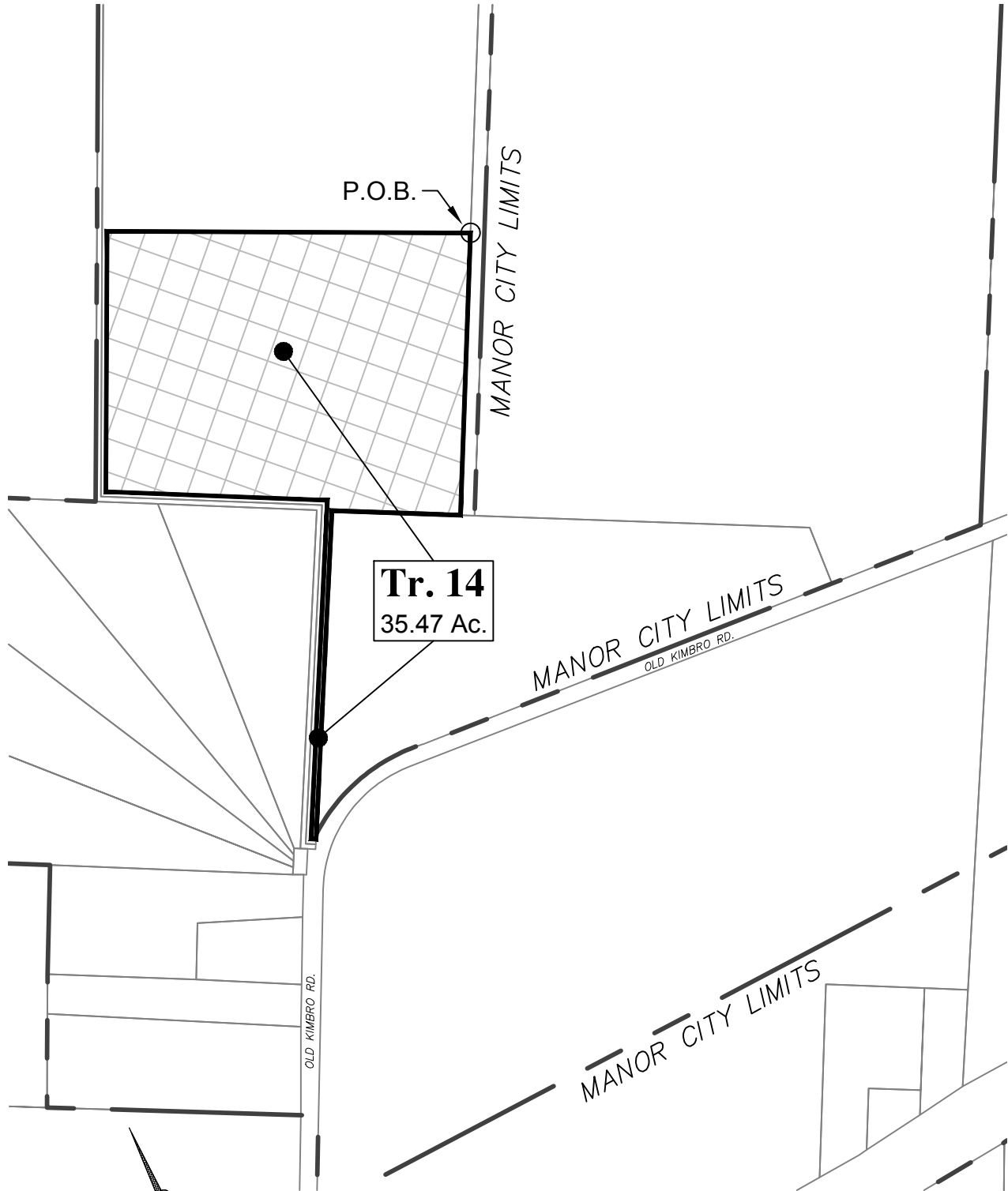
 Jeco Engineering Company, Inc. P.O. Box 1220 Lauder, Texas 78646-1220 Tel: (512) 255-3852 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>TRACT 12</b>		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg




SCALE: 1" = 600'

 <div>Jay Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780</div>		CITY OF MANOR TRACT 13			
ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

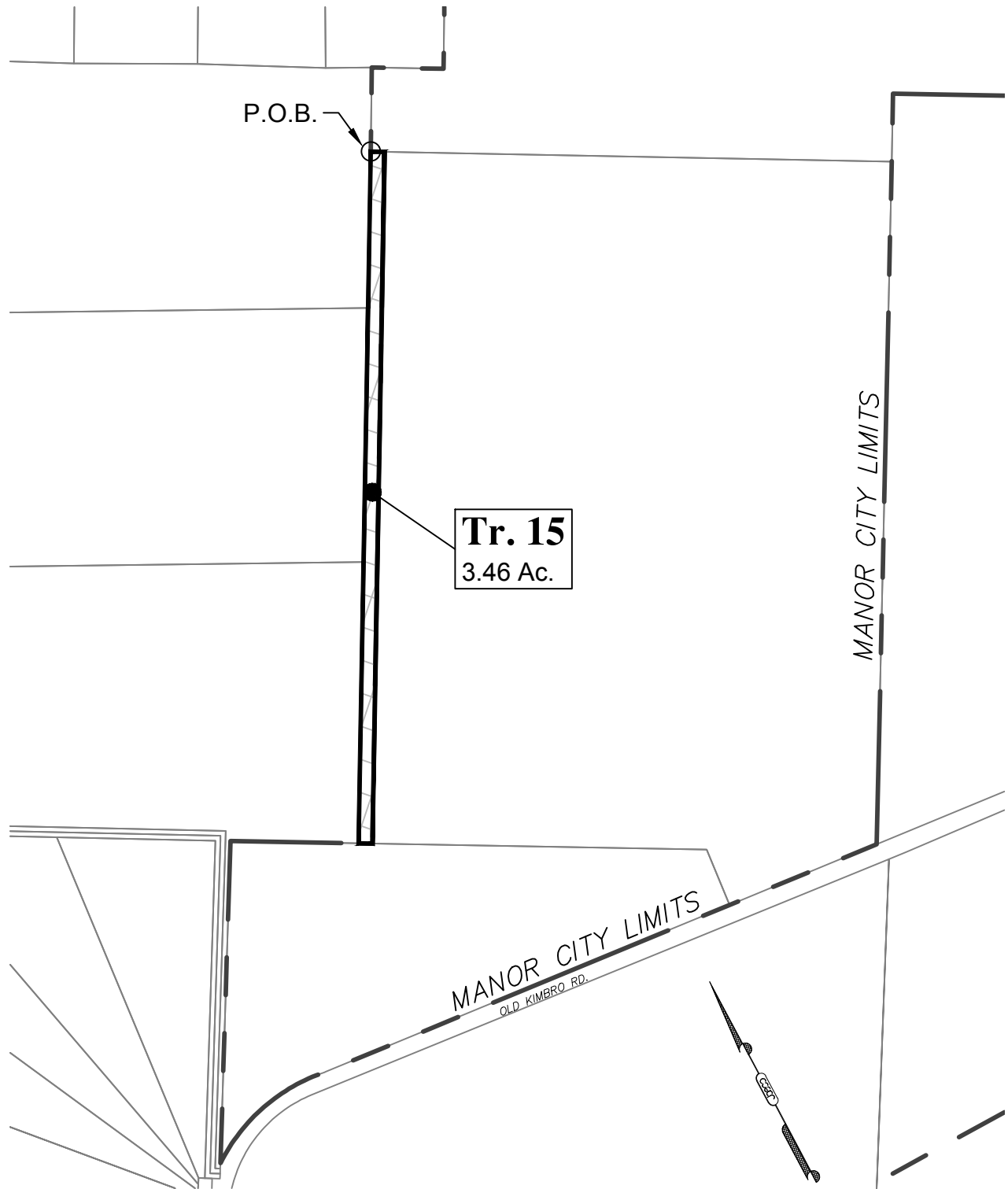


SCALE: 1" = 600'


 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 255-3852 Fax: (512) 255-8216 Texas Registered Engineering Firm F-4780		CITY OF MANOR		
		TRACT 14		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	05/31/17	VDI	100-900-10	1 Of 1



D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH.dwg



SCALE: 1" = 600'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78648-1220 Tel: (512) 255-3852 Fax: (512) 255-8216 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 15		
ENGINEER Frank T. Phelan, P.E.	DATE 05/31/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-22-17.dwg

# DEVELOPMENT AGGREEMENT

**Tr. 16**  
92.12 Ac.

MANOR CITY LIMITS



SCALE: 1" = 600'



Jay Engineering Company, Inc.  
P.O. Box 1220  
Lander, Texas 79545-1220  
Tel: (913) 255-3852 Fax: (913) 255-8016  
Texas Registered Engineering Firm F-4780

CITY OF MANOR  
**TRACT 16**

ENGINEER  
Frank T. Phelan, P.E.

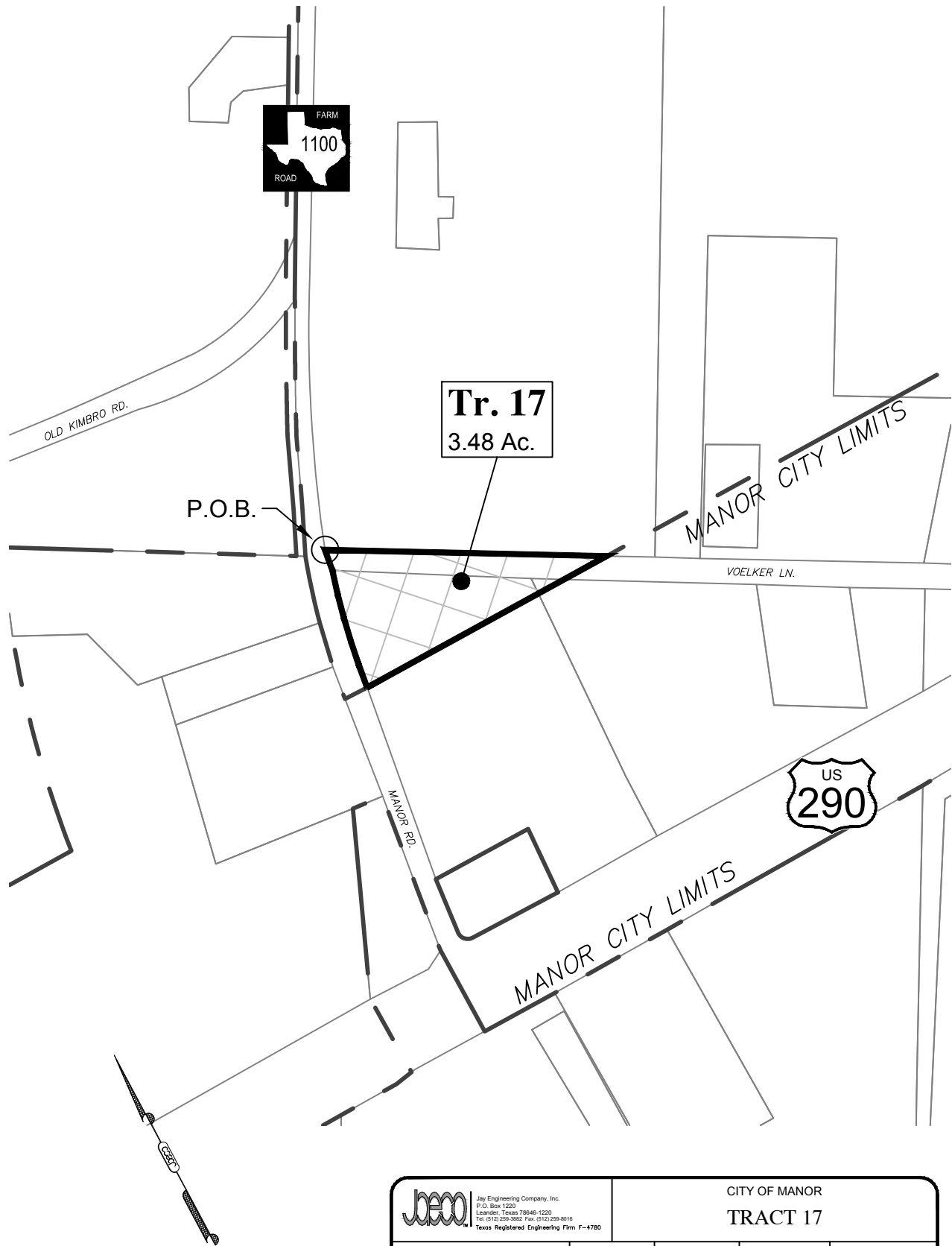
DATE  
08/22/17

DRAWN BY.  
VDI


PROJECT NO.  
100-900-10

DRAWING NO.  
1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-14-17.dwg

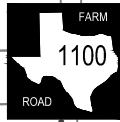


SCALE: 1" = 200'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 17		
ENGINEER Frank T. Phelan, P.E.	DATE 08/17/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT-ANNEX-EXH\_08-14-17.dwg

MANOR CITY LIMITS



**Tr. 18**  
80.79 Ac.

# DEVELOPMENT AGGREEMENT

P.O.B. ↙

MANOR CITY LIMITS

MANOR RD.

SCALE: 1" = 600'



Jay Engineering Company, Inc.  
P.O. Box 1220  
Lander, Texas 79546-1220  
Tel: (817) 255-3852 Fax: (817) 255-8016  
Texas Registered Engineering Firm F-4780

CITY OF MANOR  
**TRACT 18**

ENGINEER  
Frank T. Phelan, P.E.

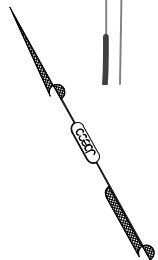
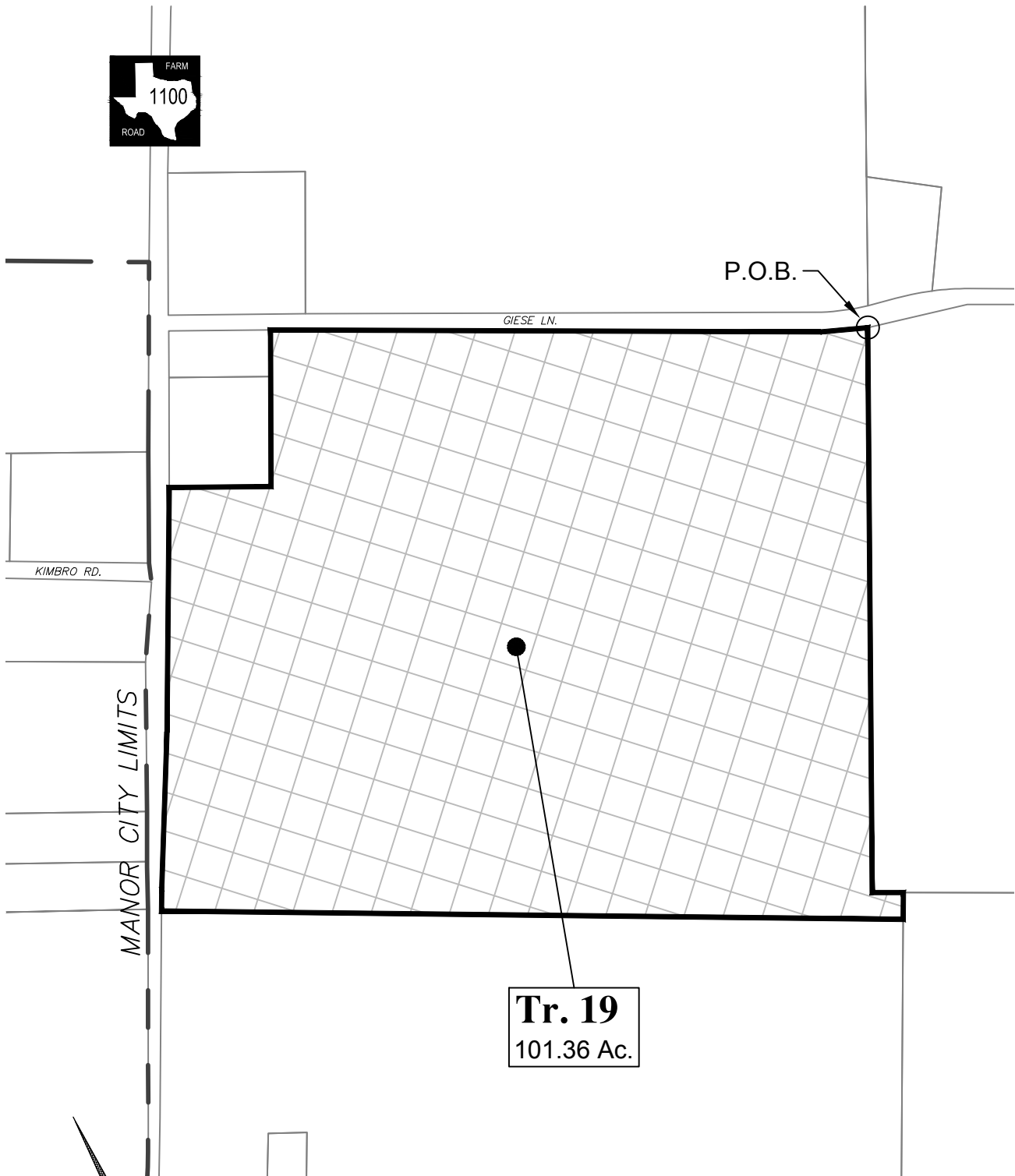
DATE  
08/17/17

DRAWN BY.  
VDI

PROJECT NO.  
100-900-10

DRAWING NO.  
1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_TRACT--ANNEX--EXH\_08-14-17.dwg



SCALE: 1" = 500'



Jay Engineering Company, Inc.  
P.O. Box 1220  
Lander, Texas 79545-1220  
Tel: (913) 255-3852 Fax: (913) 255-8016  
Texas Registered Engineering Firm F-4780

CITY OF MANOR  
TRACT 19

ENGINEER  
Frank T. Phelan, P.E.

DATE  
08/17/17

DRAWN BY.  
VDI

PROJECT NO.  
100-900-10

DRAWING NO.  
1 Of 1

## **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.



AGENDA ITEM NO. 8

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.

---

### BACKGROUND/SUMMARY:

There are 17 development agreements covering approximately 696.10 acres. They are for ag exempt land or homesteads on ag exempt land and allow for the property owner to avoid city taxes on the main condition they maintain the property in ag exemption. They are permitted to convey a portion of the tract to another person and revise the agreement, construct a homestead on the property, and construct accessory structures. They would have to obtain building permits from the city. The term of the agreements is the State allowed maximum of 3 15-year terms for a total of 45 years.

PRESENTATION: ☐ YES ☐ NO

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

Sample 212.172 development agreement

Sample 4.035 development agreement

---

### STAFF RECOMMENDATION:

It is City staff's recommendation to approve entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.

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

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

**DEVELOPMENT AGREEMENT  
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Manor, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

**WHEREAS**, the City initiated the process to annex all or portions of Owner’s Property;

**WHEREAS**, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

**WHEREAS**, Section 43.035 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

**WHEREAS**, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Extraterritorial Jurisdiction Status of Property.** The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

**Section 2. Owner’s Obligations.** In consideration of the City’s agreement not to annex the

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 and future single family uses as provided Section 2(c) 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, except as provided in this Agreement. 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. In addition, the Owner may construct up to 1 additional single-family residence on the Property, 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. If a portion of the Property is designated as having a homestead exemption by the county appraisal district as of the effective date of this agreement, such designation shall not constitute the Owner's request to be annexed into the city limits as long as that portion of the Property either remains qualified for a homestead exemption or is converted to being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code
  - (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 is binding on future owners of 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. Conveyance of the Property.**

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

**Section 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 19. 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 20. 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

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

**DEVELOPMENT AGREEMENT  
UNDER SECTION 212.172, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 212.172, Texas Local Government Code is entered between the City of Manor, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is located adjacent to property that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code and that is owned by Owner’s parents or parents-in-law;

**WHEREAS**, the City initiated the process to annex all or portions of Owner’s Property;

**WHEREAS**, under Section 212.172, Texas Local Government Code, the City and the Owner are authorized to make agreements regarding the terms for annexation of the Property and the application of City regulations to the Property;

**WHEREAS**, the Parties desire that the Property remain in the City’s ETJ until such time as the Property develops for uses other than single family residential as described in this Agreement and that the Agreement defined the events that will constitute the Owner’s request for the Property to be annexed into the City; and

**WHEREAS**, this Agreement is entered into pursuant to Sections 212.172, Texas Local Government Code;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Extraterritorial Jurisdiction Status of Property.** The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

**Section 2. Owner’s Obligations.** In consideration of the City’s agreement not to annex the 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 the existing single-family residential

use existing on the Effective Date, except as otherwise provided by this Agreement.

- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, building permit, 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, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District "R-1") (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". 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 the City to 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 filing for voluntary annexation of the Property into the City by the Owner.
  - (4) 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 212.172, 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 in the same manner the regulations and planning authority are enforced within the City's boundaries, except as specifically provided otherwise in this Agreement, 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.** The Owner agrees that the Owner waives 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. Notwithstanding the foregoing, the Owner and City agree and acknowledge that any vested rights and claims pertaining to the use and development of the Property as authorized by Section 2 are not waived by the Owner.

**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 or an authorized representative has signed this Agreement and this Agreement shall be binding on all Owners of the Property.

**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 is binding on future owners of 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. Conveyance of the Property.**

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

**Section 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 19. 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 20. 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\_\_.

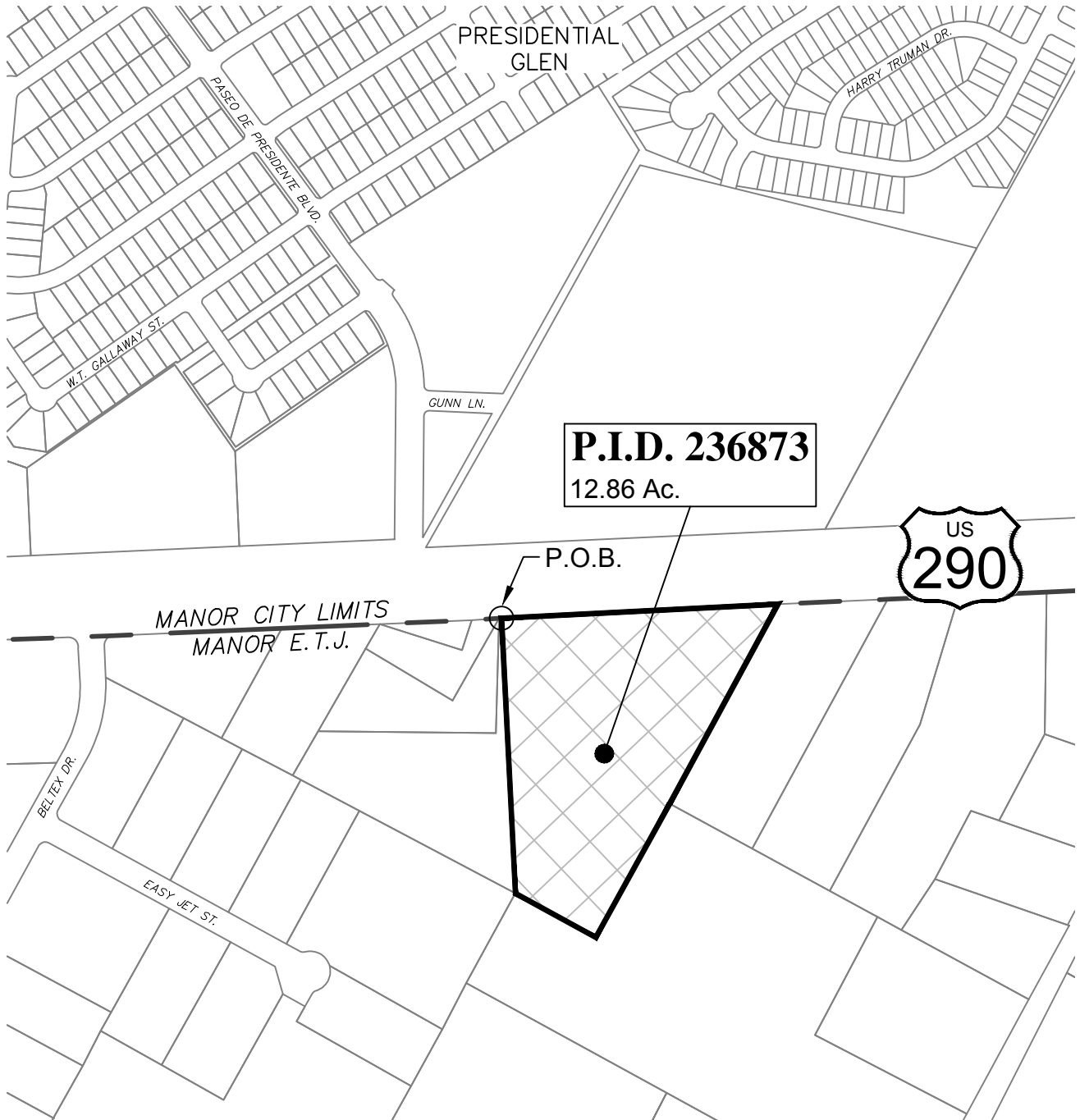
\_\_\_\_\_  
Notary Public - State of Texas




PROPERTY I.D. 236873: (+/- 12.86 Ac.)  
PROPERTY I.D. 236952: (+/- 85.64 Ac.)  
PROPERTY I.D. 236967: (+/- 5.56 Ac.)  
PROPERTY I.D. 236974: (+/- 7.21 Ac.)  
PROPERTY I.D. 236985: (+/- 7.91 Ac.)  
PROPERTY I.D. 237004: (+/- 28.67 Ac.)  
PROPERTY I.D. 248162: (+/- 44.05 Ac.)  
PROPERTY I.D. 248163: (+/- 67.59 Ac.)  
PROPERTY I.D. 248164: (+/- 44.47 Ac.)  
PROPERTY I.D. 248194: (+/- 111.34 Ac.)  
PROPERTY I.D. 259066: (+/- 60.37 Ac.)  
PROPERTY I.D. 259074: (+/- 41.18 Ac.)  
PROPERTY I.D. 259085: (+/- 134.99 Ac.)  
PROPERTY I.D. 708864: (+/- 2.31 Ac.)  
PROPERTY I.D. 773133: (+/- 3.77 Ac.)  
PROPERTY I.D. 773143: (+/- 29.93 Ac.)  
PROPERTY I.D. 782432: (+/- 8.25 Ac.)

TOTAL: 696.10

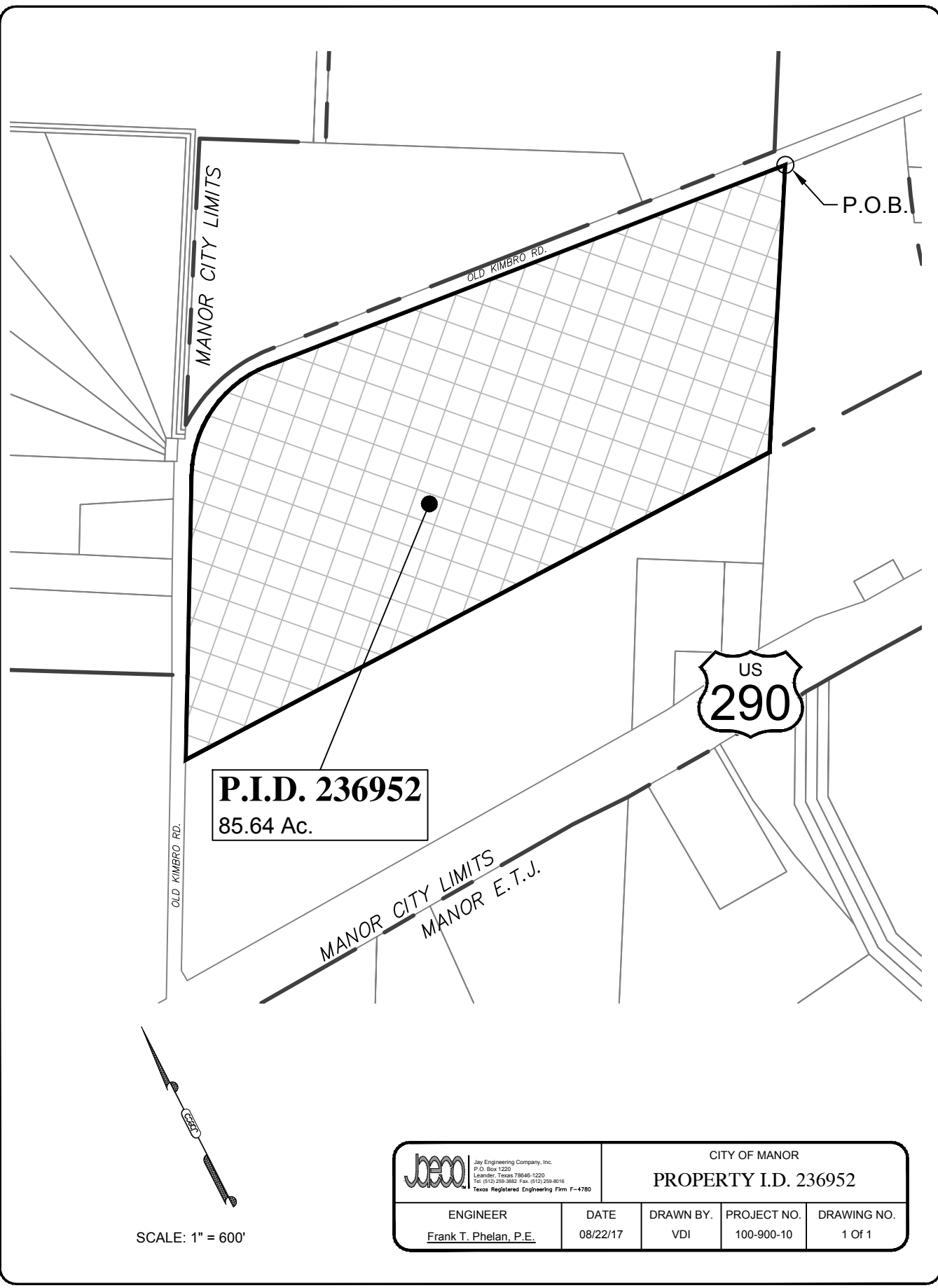
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




SCALE: 1" = 500'

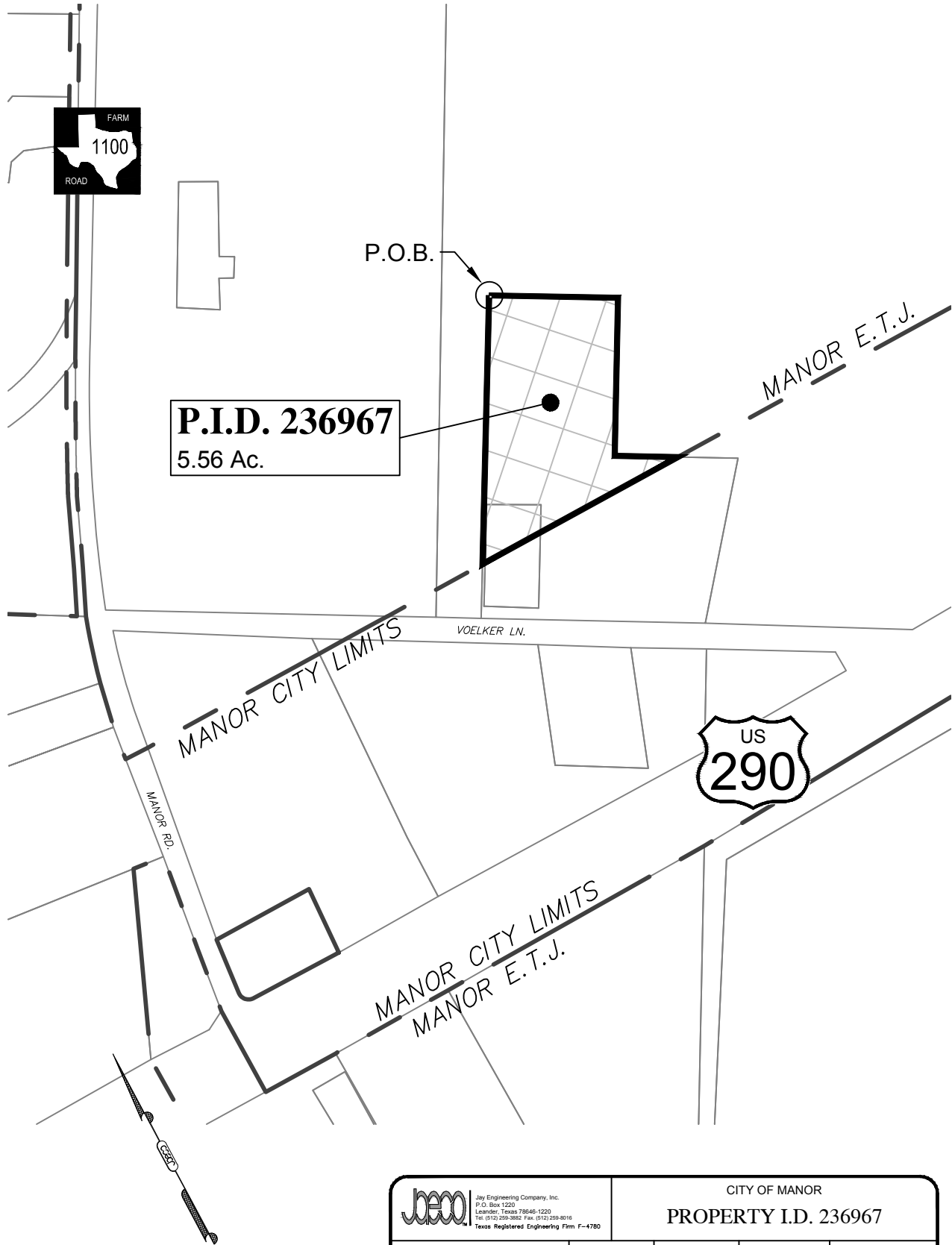
 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79546-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>PROPERTY I.D. 236873</b>		
ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-22-17.dwg




SCALE: 1" = 600'

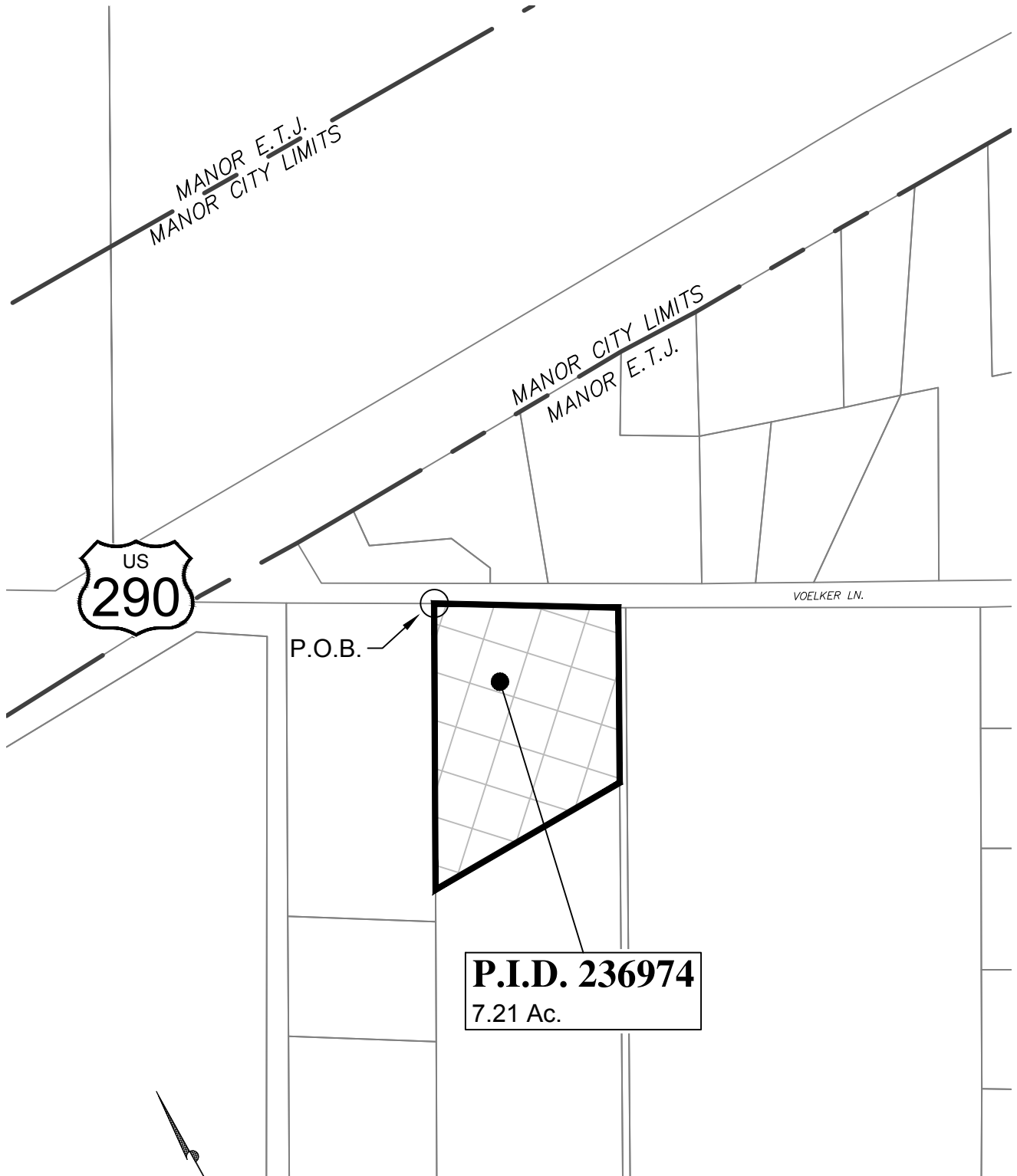
 <div>Jay Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79546-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780</div>		CITY OF MANOR PROPERTY I.D. 236952			
ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/22/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	



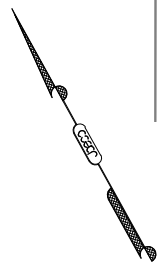
SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 255-3852 Fax: (512) 255-8216 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>PROPERTY I.D. 236967</b>		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg



**P.I.D. 236974**  
7.21 Ac.



SCALE: 1" = 400'



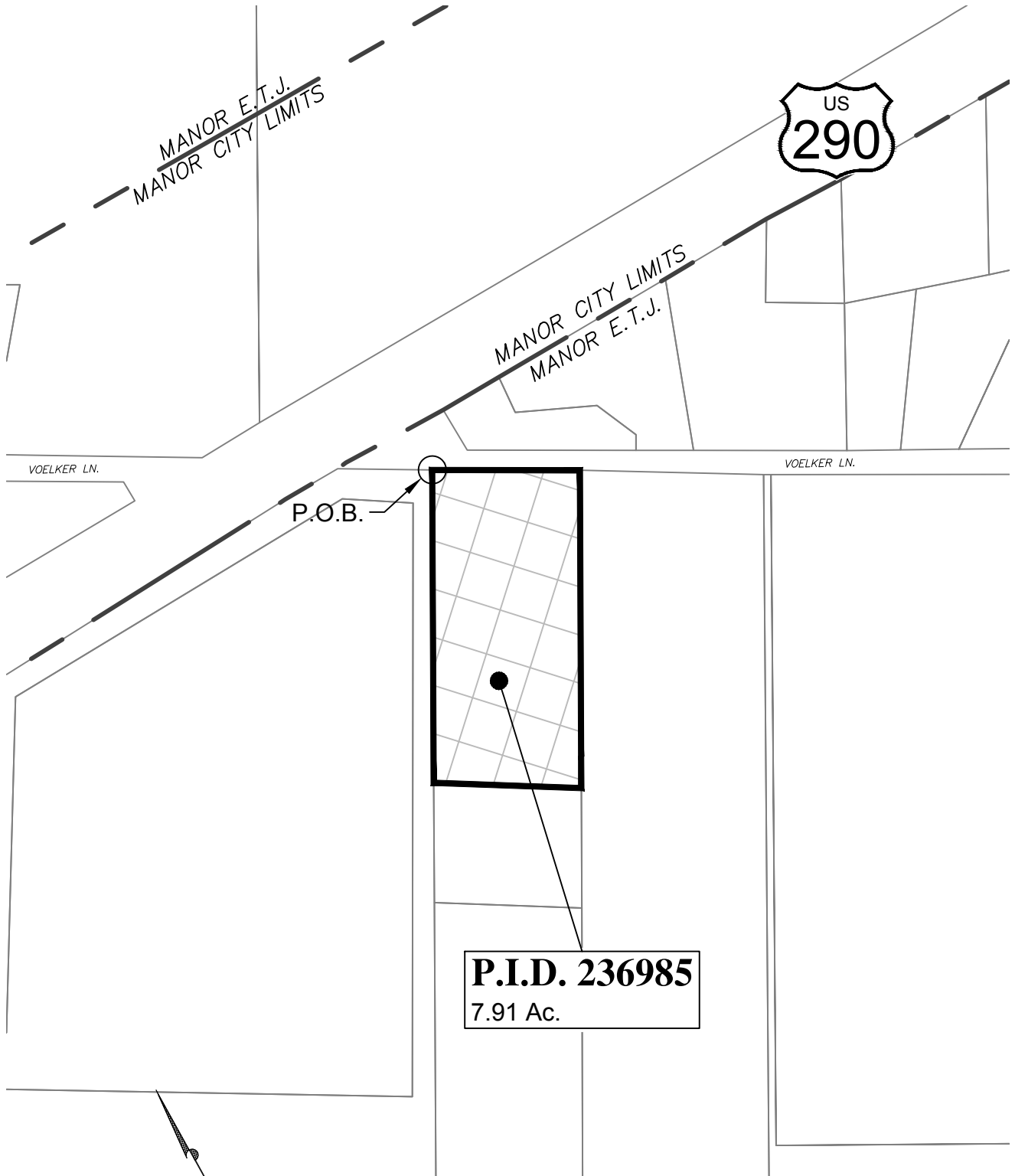
Jeco Engineering Company, Inc.  
P.O. Box 1220  
Lander, Texas 78545-1220  
Tel: (913) 255-3852 Fax: (913) 255-8016  
Texas Registered Engineering Firm F-4780

CITY OF MANOR


**PROPERTY I.D. 236974**

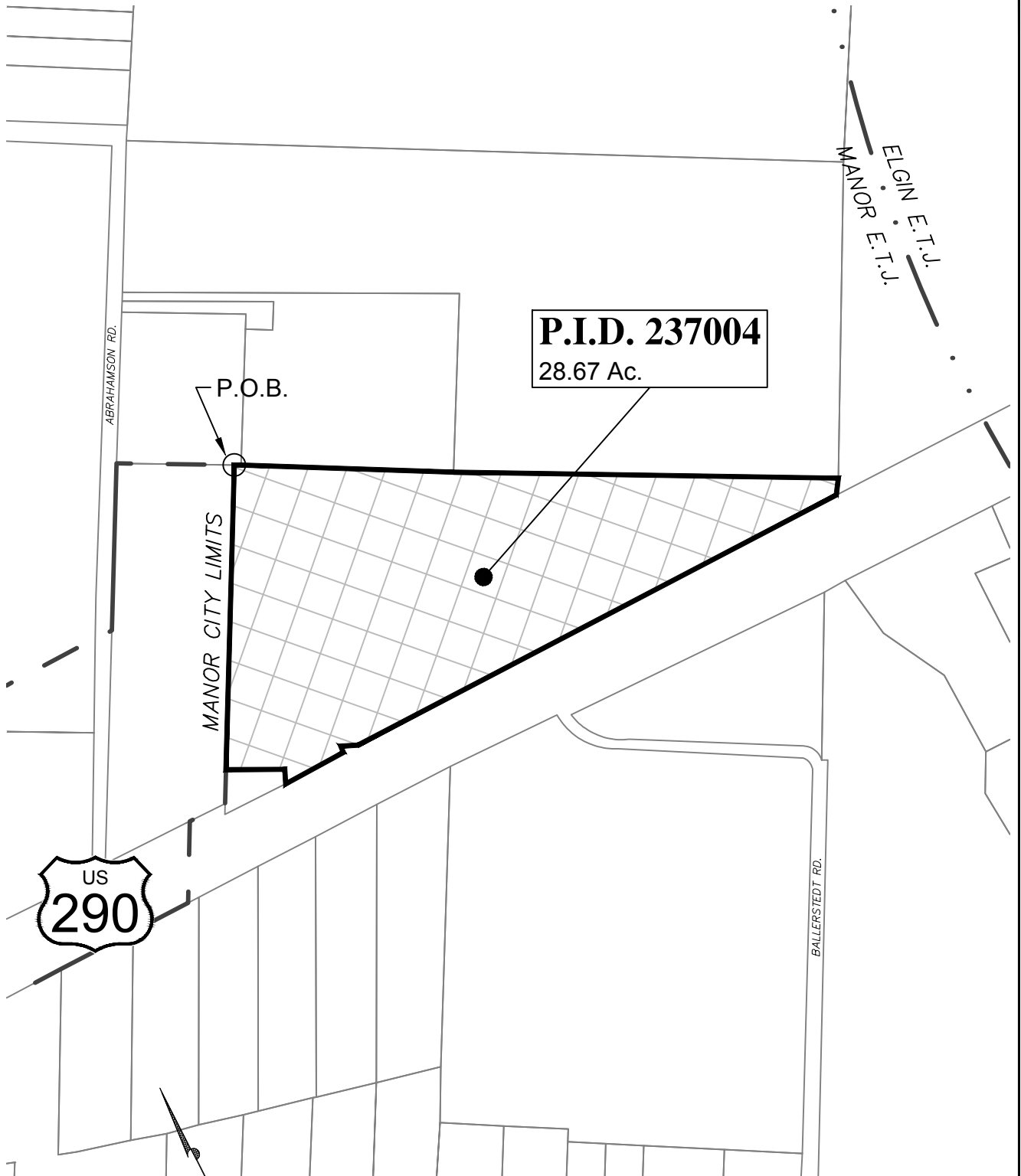
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




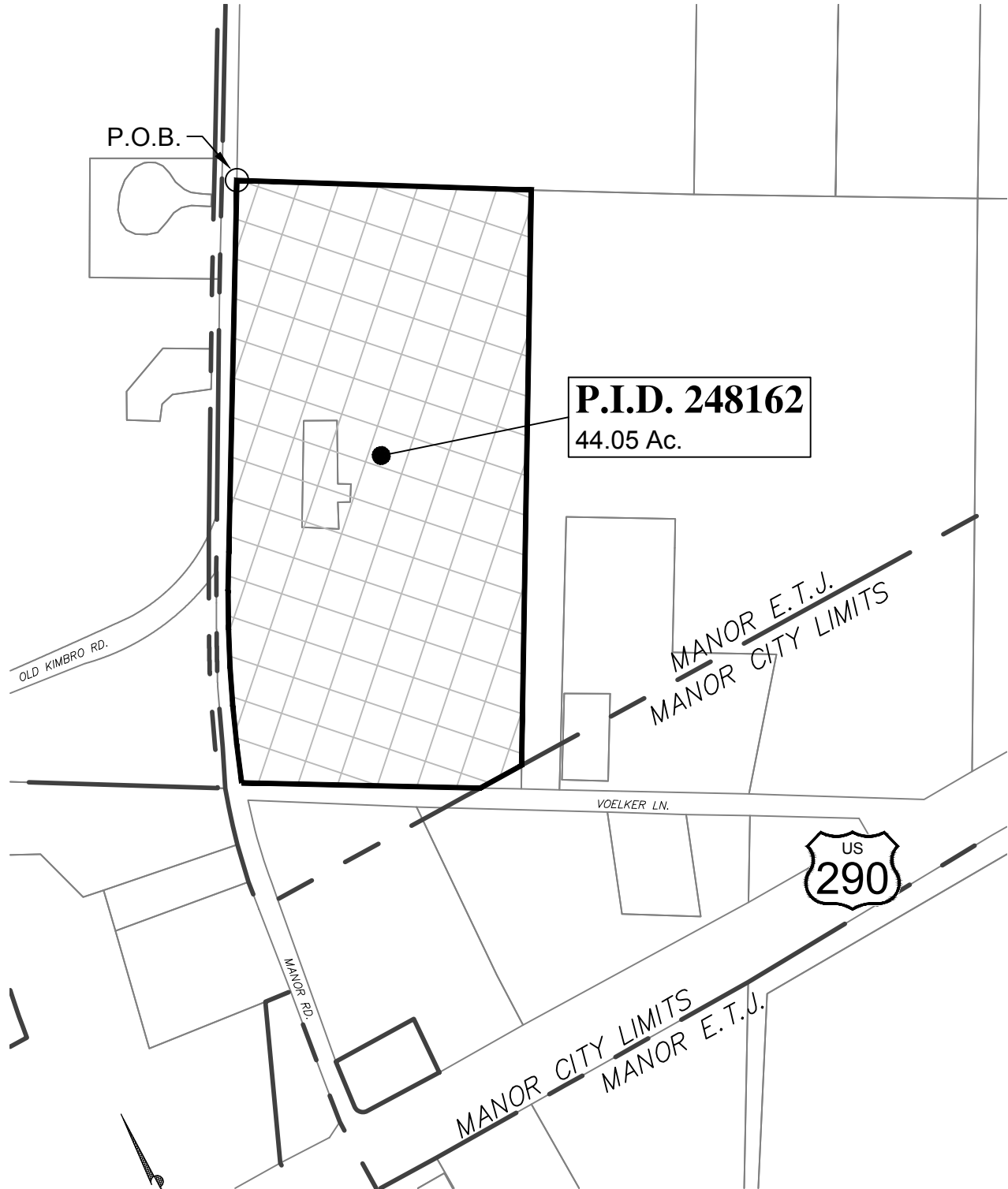
SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 236985		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1




SCALE: 1" = 500'

 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 255-3852 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>PROPERTY I.D. 237004</b>		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1

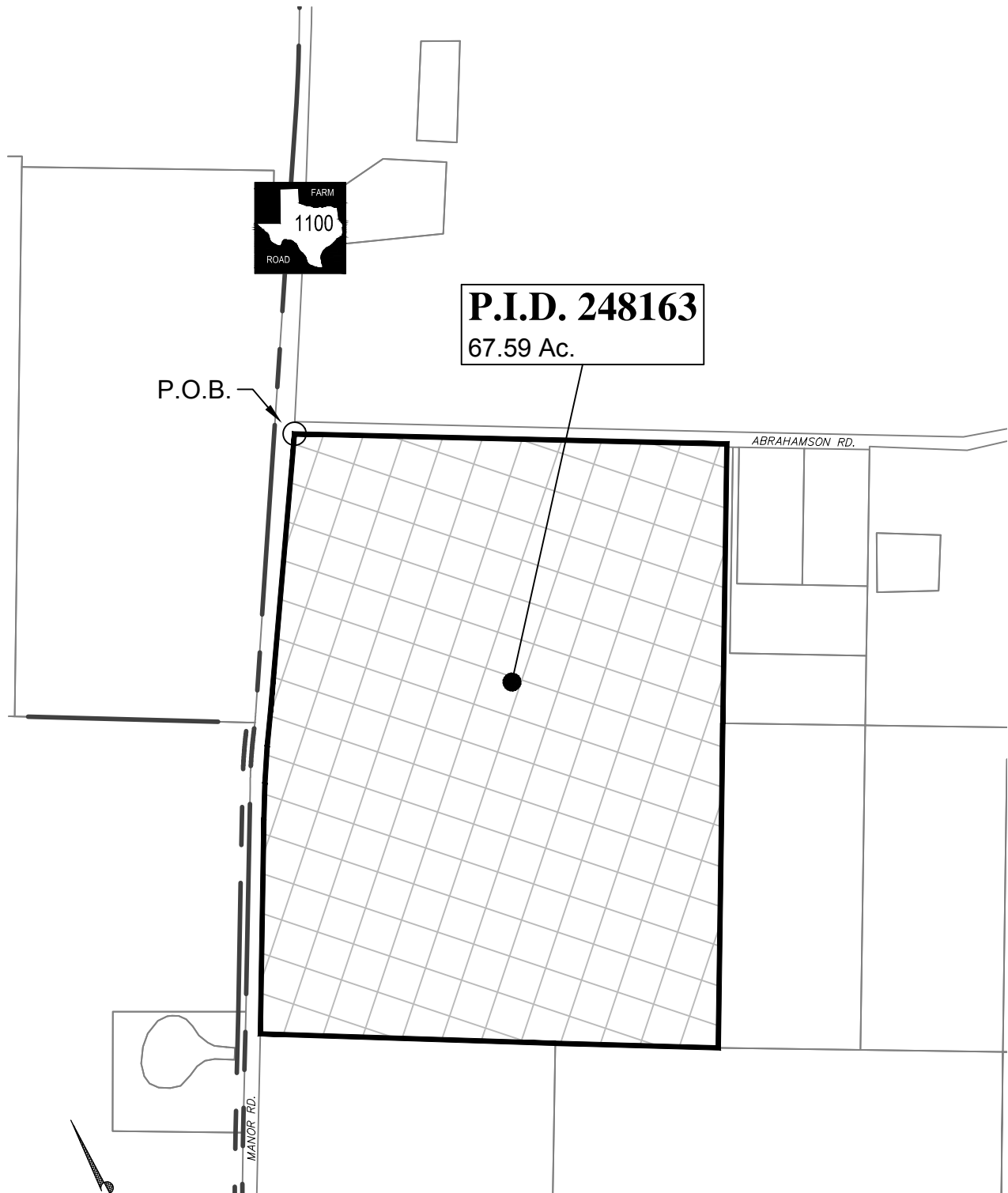


SCALE: 1" = 500'

 Jeco Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 255-3852 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>PROPERTY I.D. 248162</b>		
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1



D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg



SCALE: 1" = 500'



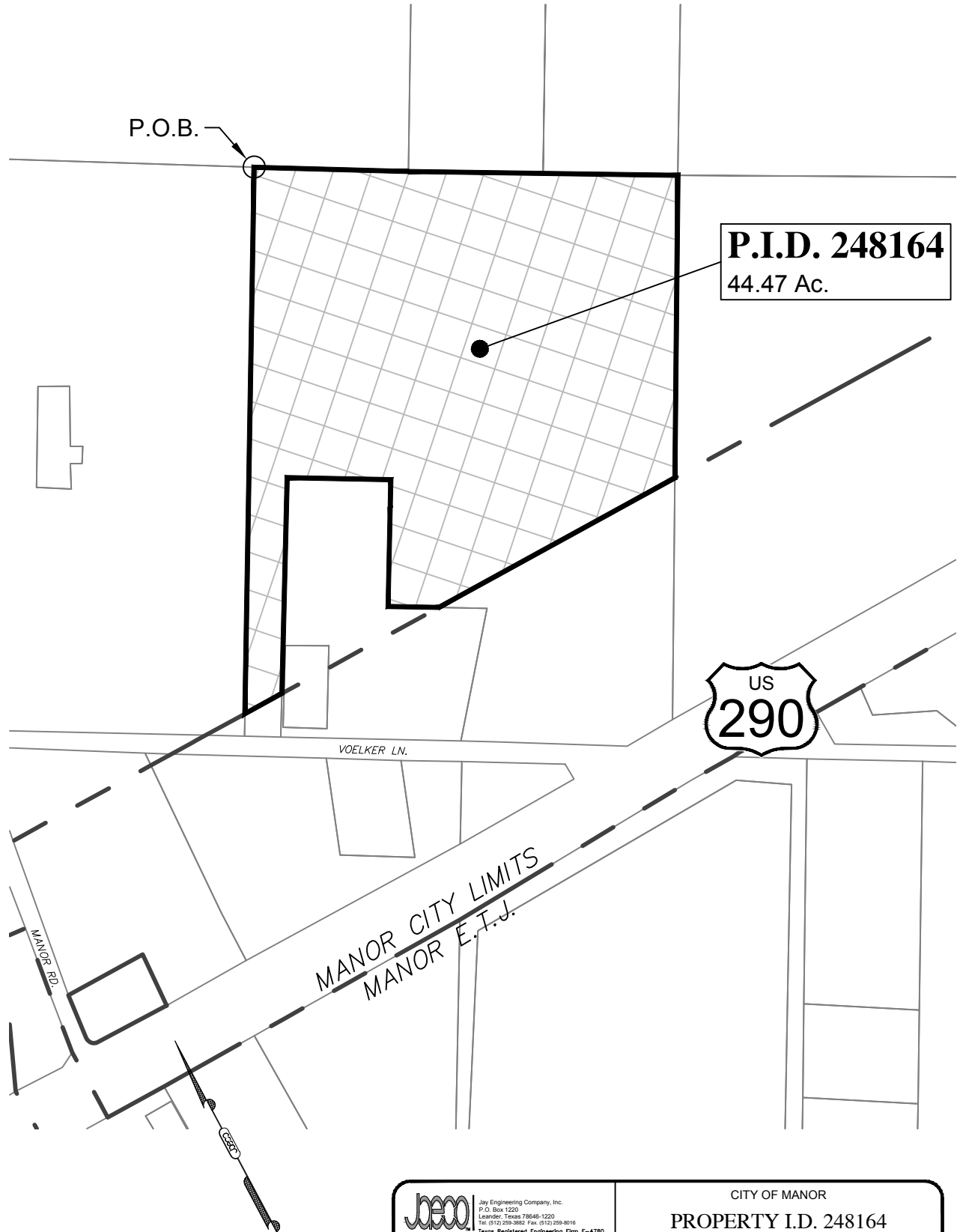
Jeco Engineering Company, Inc.  
P.O. Box 1220  
Lander, Texas 79545-1220  
Tel: (913) 255-3852 Fax: (913) 255-8216  
Texas Registered Engineering Firm F-4780


CITY OF MANOR

**PROPERTY I.D. 248163**

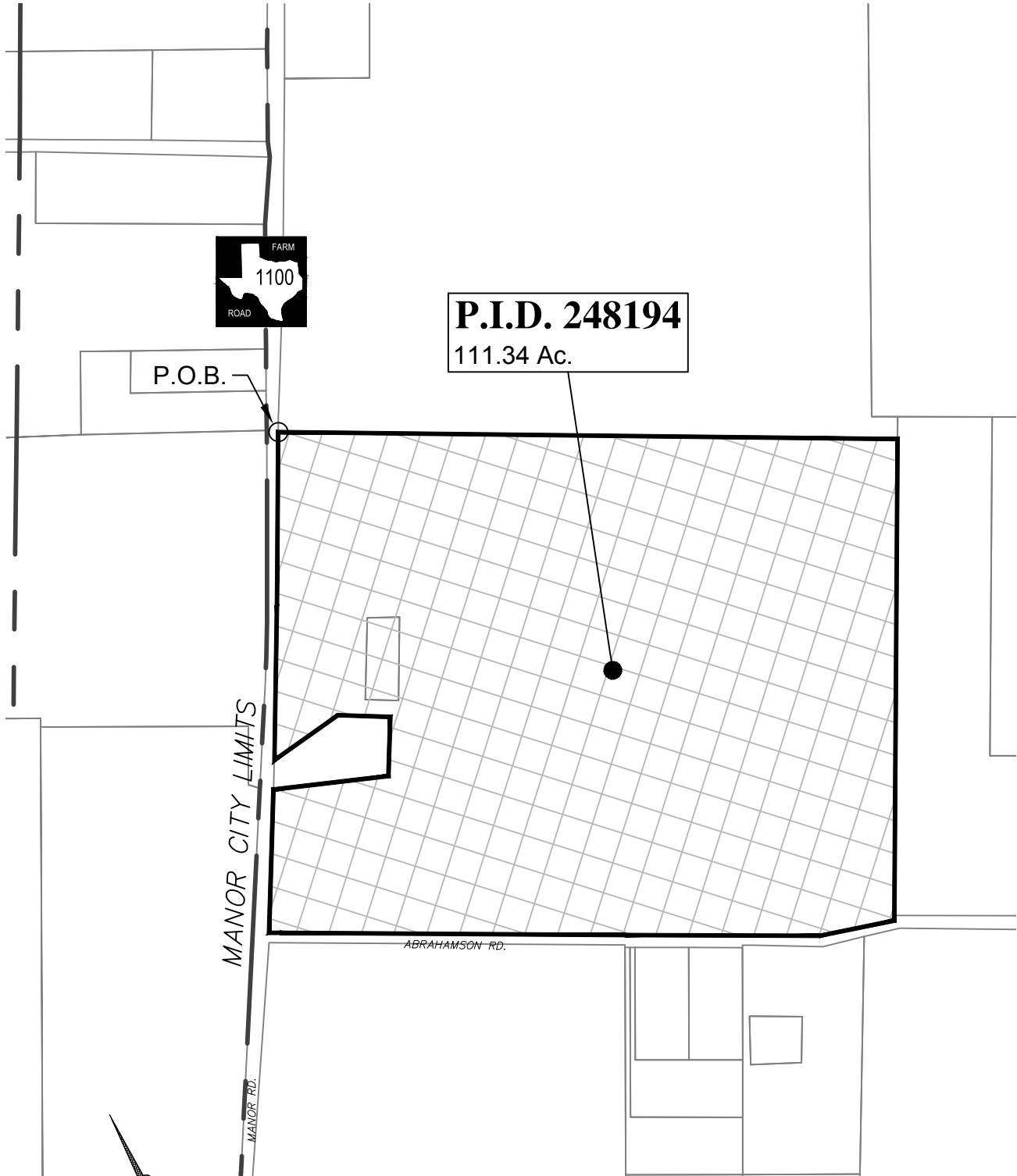
ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
Frank T. Phelan, P.E.	08/15/17	VDI	100-900-10	1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 248164		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

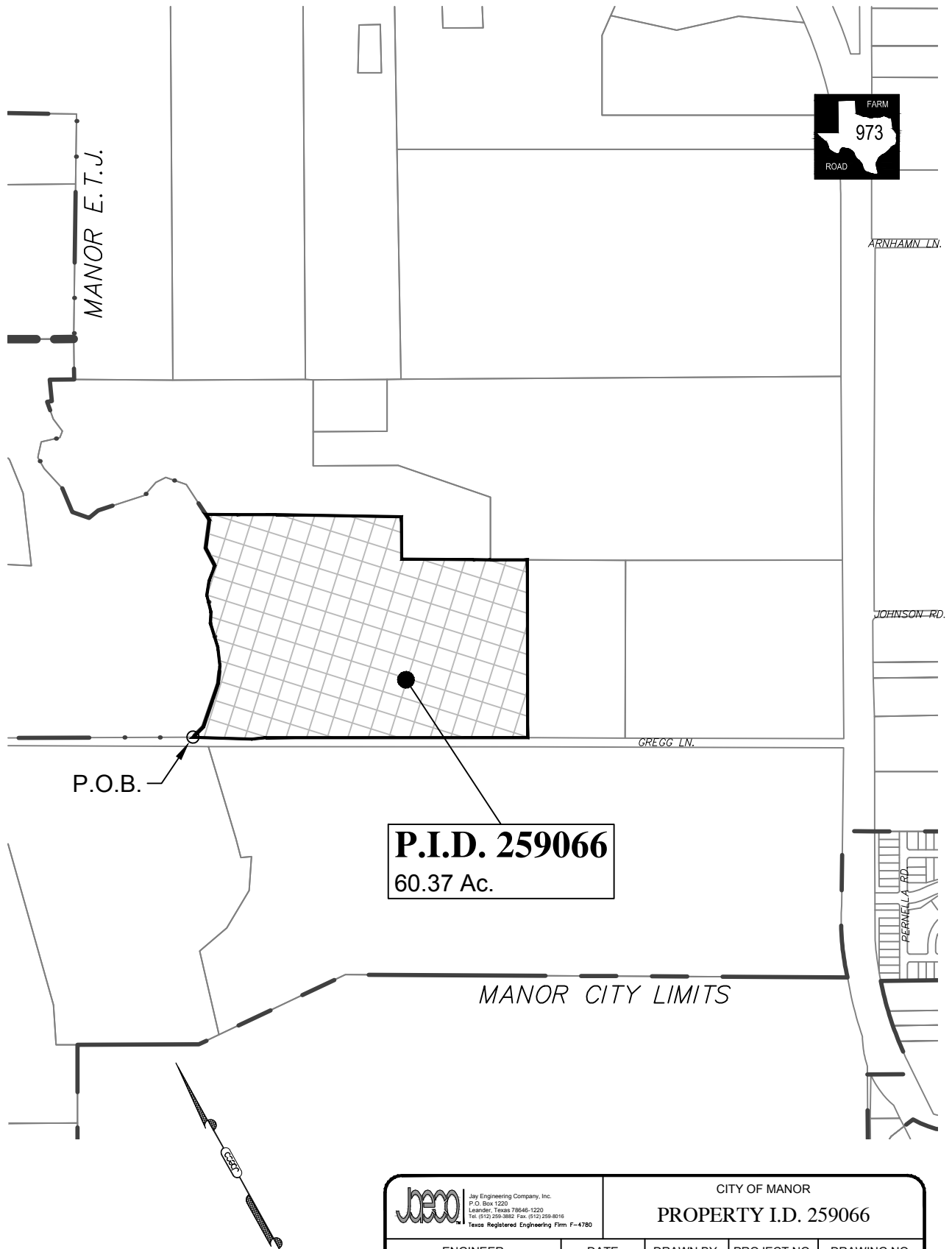
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




SCALE: 1" = 600'

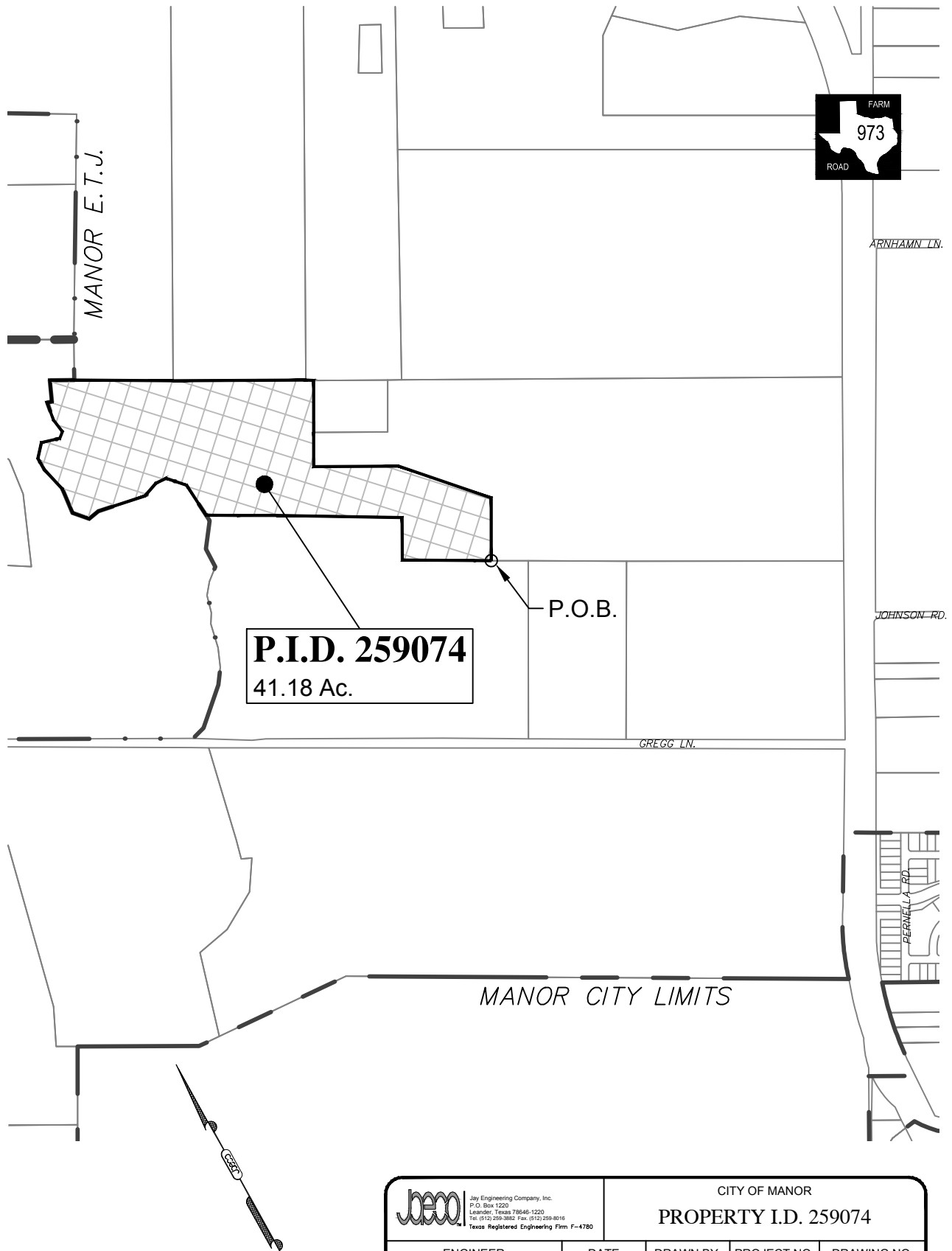
 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79548-1220 Tel: (817) 255-3852 Fax: (817) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 248194		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78548-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259066			
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

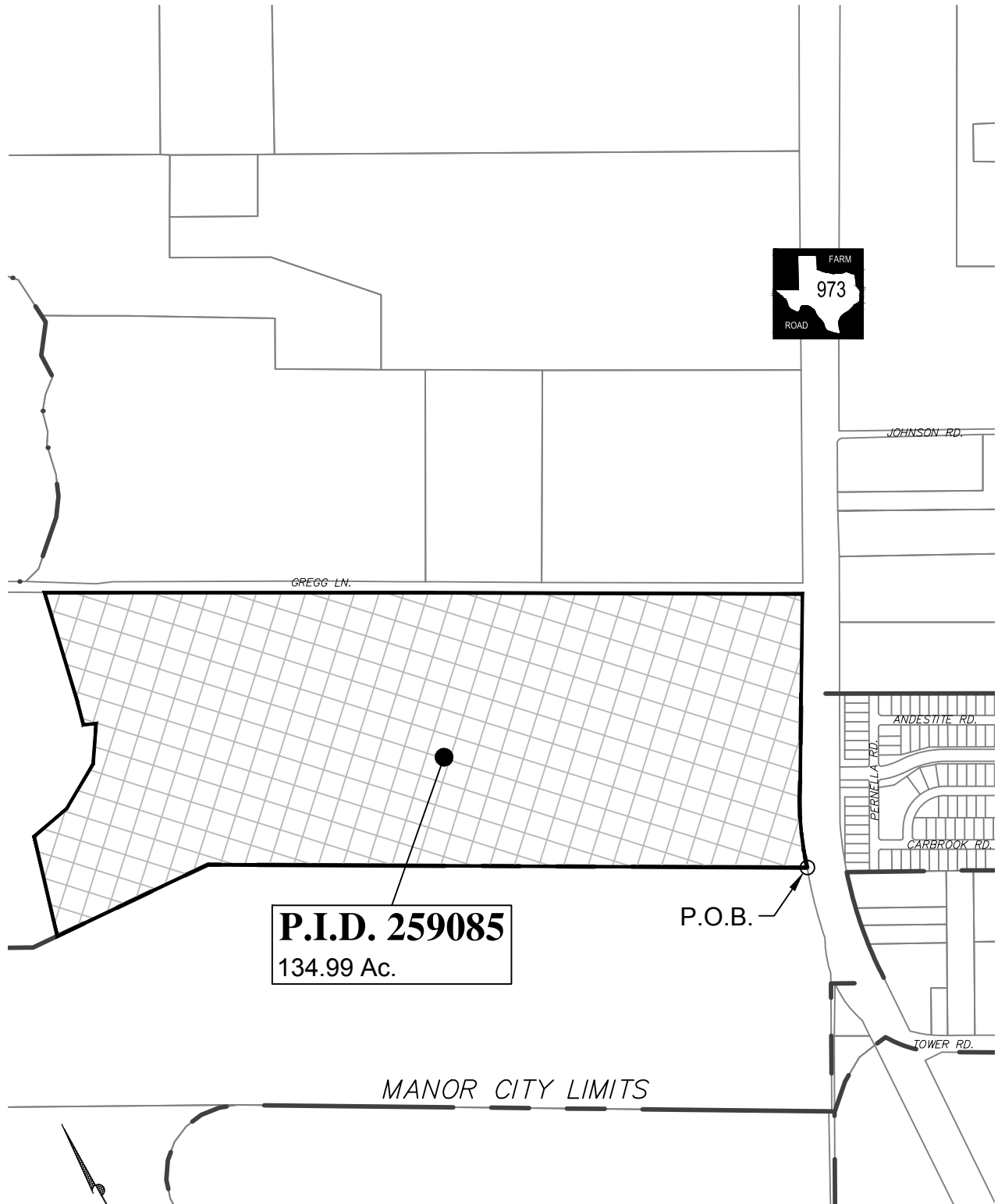
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-22-17.dwg




SCALE: 1" = 900'

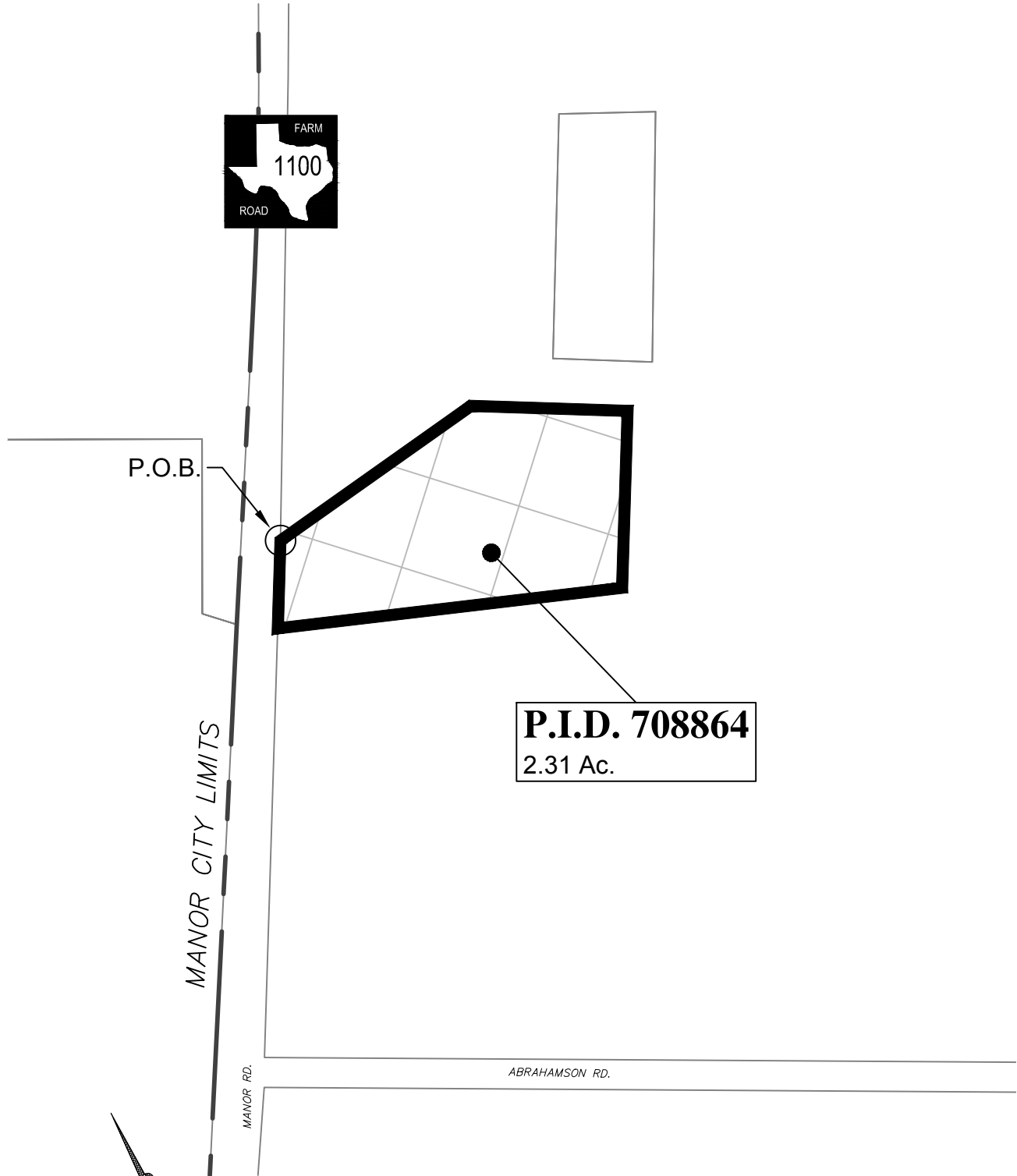
 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78648-1220 Tel: (817) 255-3852 Fax: (817) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259074			
ENGINEER Frank T. Phelan, P.E.	DATE 08/22/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




SCALE: 1" = 800'

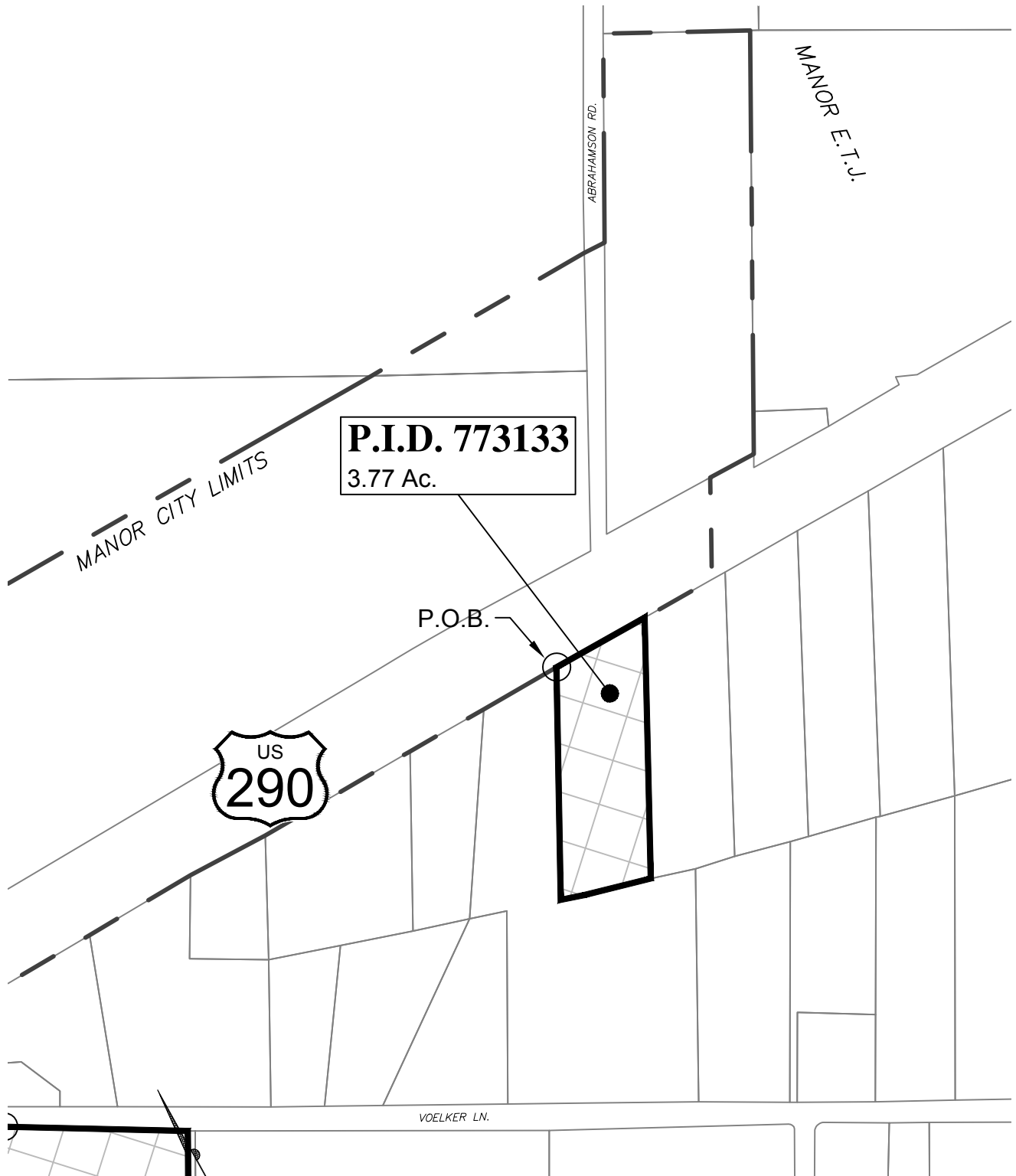
 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 259085			
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	




SCALE: 1" = 200'

 Jeco Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 255-3852 Fax: (512) 255-8216 Texas Registered Engineering Firm F-4780		CITY OF MANOR <b>PROPERTY I.D. 708864</b>		
ENGINEER <u>Frank T. Phelan, P.E.</u>	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg



SCALE: 1" = 400'


 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 773133		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1



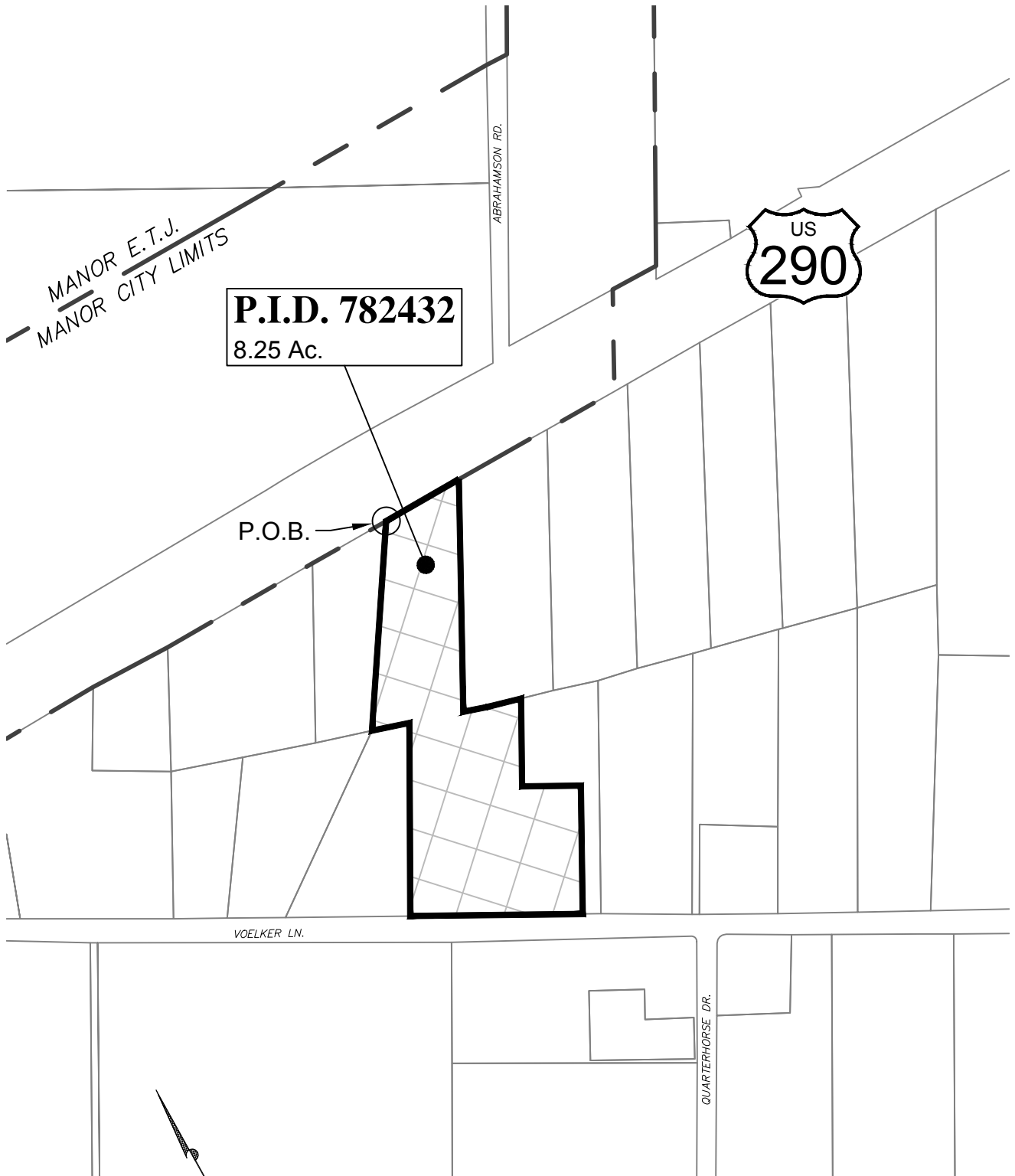
D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg




SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79546-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 773143		
ENGINEER Frank T. Phelan, P.E.	DATE 08/15/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1

D:\Projects\100 - City Of Manor\100-900-10 Misc\Maps & Exhibits\2017\Exhibits\DWG\J-100-900-10\_PROP-DEV-AGGRMNT-ANNEX-EXH\_08-14-17.dwg



SCALE: 1" = 400'

 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78545-1220 Tel: (913) 255-3852 Fax: (913) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR PROPERTY I.D. 782432		
ENGINEER Frank T. Phelan, P.E.	DATE 08/16/17	DRAWN BY. VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Appendix A Fee Schedule, to amend the water and wastewater impact fees, technology fees, educational fees, and adding towing fees, wireless network provider fees, and film project fees.

---

### BACKGROUND/SUMMARY:

The fee schedule must be updated to reflect the recommended Community Impact Fee rates as well as adopting the fees from the recently approved Network Node Ordinance and aligning our film project fees with the film ordinance that will be presented at next Council meeting (only an application fee of \$25 was added). Chief Phipps included towing fees and the educational building permit rate was lowered to match the commercial rate of .70/sq ft. Technology fees for resubmittals of projects were also removed so they're one-time fees when applications for site plans, subdivision, zoning, etc. are submitted rather than assessed every time a project is updated.

PRESENTATION: ☐ YES ☐ NO

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

Fee Schedule

---

### STAFF RECOMMENDATION:

It is City staff's recommendation to approve an ordinance amending Manor Code of Ordinances Appendix A Fee Schedule, to amend the water and wastewater impact fees, technology fees, educational fees, and adding towing fees, wireless network provider fees, and film project fees.

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

## **ORDINANCE NO. 484**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, REPEALING AND REPLACING ORDINANCE 447 AMENDING MANOR CODE OF ORDINANCES APPENDIX A FEE SCHEDULE; ESTABLISHING FEES AND CHARGES FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, IRRIGATION, AND OTHER PERMITS; ESTABLISHING TECHNOLOGY FEES; ESTABLISHING FEES AND CHARGES FOR THE PLATTING OF SUBDIVISIONS; ESTABLISHING OTHER ADMINISTRATIVE FEES AND CHARGES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR PENALTIES; AND PROVIDING FOR SEVERABILITY, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES.**

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

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

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

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

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

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

**Whereas**, the City's fee schedules are located in many different ordinances;

**Whereas**, the City is desirous of being able to modify fees as necessary without modifying the individual Ordinance they are specified in;

**Whereas**, the City's fee schedules need to be updated to establish fees for certain types of services not previously established;

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

**Section 1. Basic Building Permit, Inspection and Technology Fee Charges.** The following fees and charges are established and shall be in addition to any fees otherwise pursuant to this schedule.

Permit	Permit Fee	Insp Rate	Tech Fee
Building contractor registration (excluding plumbing contractors)	\$50.00		
<b>Residential Building</b>			
<b>New Build Permit Fee (1 &amp; 2 Fam)</b> <i>note: Trade permits, inspections and Certificate of Occupancy is included in rates above.</i>	\$.60 per sq ft.	\$60 ea (8 )	\$30.00
<b>Additions</b>	\$.60 per sq ft. of addition	\$60.00 ea	\$20.00
<b>Remodel/Repair - Estimated Value</b>		\$60.00 ea	\$20.00
\$0-\$3,000	\$50.00	\$60.00 ea	\$20.00
\$3,001-\$5,000	\$60.00	\$60.00 ea	\$20.00
\$5,000-\$10,000	\$85.00	\$60.00 ea	\$20.00
\$10,001-\$15,000	\$95.00	\$60.00 ea	\$20.00
\$15,001-\$20,000	\$115.00	\$60.00 ea	\$20.00
\$20,001-\$25,000	\$140.00	\$60.00 ea	\$20.00
Above \$25,000	\$140.00 + .007 x cost over \$25,000	\$60.00 ea	\$20.00
<b>Driveway</b>	\$25.00	\$60.00 ea	\$10.00
<b>Plumbing</b>	\$35.00	\$60.00 ea	\$10.00
<b>Electrical</b>	\$35.00	\$60.00 ea	\$10.00
<b>Mechanical</b>	\$35.00	\$60.00 ea	\$10.00
<b>Demolition</b>	\$25.00	\$60.00 ea	\$10.00
<b>Foundation - Leveling/Repair</b>	\$25.00	\$60.00 ea	\$10.00
<b>Certificate of Occupancy</b>	\$50.00	\$60.00 ea	\$10.00
<b>Re - inspection Fees for Residential</b>			
1st		\$75.00 each	
2nd & more		\$100.00 each	
<b>Multi-Family</b>			
<b>New Building (includes trade permits)</b> (MEP Trade permits are the same as Single Family)	\$.60 per sq ft.	\$35.00 ea (8 per unit)	\$50.00
<b>Demolition</b>	\$50.00	\$60.00 ea	\$10.00
<b>Certificates of Occupancy</b>	\$50.00 ea	\$60.00 ea	\$10.00

Permit	Permit Fee	Insp Rate	Tech Fee
<b>Residential Building, Trade Permits &amp; Technology Fees Continued</b>			
<b>Manufactured Homes</b>			
<b>Individual Unit</b> Trade Permits (same as Residential, only outdoor inspections)	\$250 + trade permits	\$60.00 ea	\$25.00
<b>Foundation</b>	\$35.00	\$60.00 ea	\$10.00
<b>Commercial Building, Trade Permits &amp; Technology Fees</b>			
<b>Commercial Building Permit</b>	\$.70 per sq. ft including trade permits	\$80.00 ea	\$50.00
<b>Plan Review with Outside Agency</b>	TBD	n/a	
<b>New Build - Shell/Spec</b>	\$.35 per sq ft including trade permits	\$80.00 ea	\$50.00
<b>Electrical</b>	\$80.00	\$80.00 ea	\$10.00
<b>Plumbing</b>	\$80.00	\$80.00 ea	\$10.00
<b>Mechanical</b>	\$80.00	\$80.00 ea	\$10.00
<b>Grease Trap</b>	\$80.00	\$80.00 ea	\$10.00
<b>Vent Hood Type 1</b>	\$200.00 (includes M & E permits)	\$80.00 ea	\$10.00
<b>Vent Hood Type II</b>	\$160.00 (includes M & E permits)	\$80.00 ea	\$10.00
<b>Driveway/Parking</b>	\$.05 per sq ft	\$80.00 ea	\$10.00
<b>Certificate of Occupancy</b>	\$80.00	\$80.00ea	\$10.00
<b>Re - inspection Fees for Commercial</b>			
1st		\$100.00 each	
2nd & more		\$125.00 each	

Permit	Permit Fee	Insp Rate	Tech Fee
<b>Remodel/Repair</b>			
\$0-\$3,000	\$50.00	\$80.00 ea	\$50.00
\$3,001-\$5,000	\$60.00	\$80.00 ea	\$50.00
\$5,000-\$10,000	\$85.00	\$80.00 ea	\$50.00
\$10,001-\$15,000	\$95.00	\$80.00 ea	\$50.00
\$15,001-\$20,000	\$115.00	\$80.00 ea	\$50.00
\$20,001-\$25,000	\$140.00	\$80.00 ea	\$50.00
Above \$25,000	\$140.00 + .007 x cost over \$25,000	\$80.00 ea	\$50.00
<b>Foundation Repair</b>	\$35.00	\$80.00 ea	\$10.00
<b>Tenant Finish Out (TFO)</b>	\$.35 per sq ft including trade permits	\$80.00 ea	\$50.00
<b>Demolition</b>	\$100.00	\$80.00 ea	\$10.00
<b>Certificates of Occupancy</b>	\$80.00 ea	\$80.00 ea	\$10.00
Re issue or copy	\$50.00 ea	n/a	\$10.00
<b>Accessory Structures</b>			
<b>Equal to or larger than 120 sq ft</b>	\$35.00	\$60.00 ea	\$10.00
<b>Carports</b>	\$35.00	\$60.00 ea	\$10.00
<b>Detached Garage</b>	\$35.00	\$60.00 ea	\$10.00
<b>Deck &amp; Patio Covers</b>	\$35.00	\$60.00 ea	\$10.00
<b>Deck</b>	\$35.00	\$60.00 ea	\$10.00
<b>Patio</b>	\$35.00	\$60.00 ea	\$10.00
<b>Swimming Pools</b>			
Residential (in or above ground)	\$80.00 + trade permits	\$60.00 ea	\$10.00
Commercial (in or above ground)	\$150.00 + trade permits	\$80.00 ea +	\$10.00
<b>Hot Tub / Spa Commercial</b>	\$120.00 + trade permits	\$80.00 ea +	\$10.00
<b>Hot Tub / Spa Residential</b>	\$80.00 + trade permits	\$60.00 ea	\$10.00

	Permit	Permit Fee	Insp Rate	Tech Fee
<b>Sign Permits</b>				
<b>Permanent</b>				
<b>Wall or Pole Signs</b>				
	Up to 40 sq ft	\$50.00 + trade permit	\$80.00 ea	\$10.00
	41 sq ft to 60 sq ft	\$75.00 + trade permit	\$80.00 ea	\$10.00
	61 sq ft or larger	\$100.00 + trade permit + \$1.00 per sq ft over 61 sq. ft	\$80.00 ea	\$10.00
	<b>Monument Sign</b>	Above rates + trade permit	\$80.00 ea	\$10.00
	<b>Billboards</b>	Above rates (max of 672 sq ft per face) + trade permit	\$80.00 ea	\$50.00
<b>Temporary</b>				
	Up to 16 sq ft only	\$25.00		\$10.00
	<b>Uniform Sign Plan</b>	\$200.00		\$25.00
	<b>Uniform Sign Plan Amendment</b>	\$200.00		\$25.00
<b>Miscellaneous Permits</b>				
	<b>Moving a Structure (non-licensed mover)</b>	\$85.00 + PD Escort Fees	\$80.00 ea	\$10.00
	<b>Fence</b>	\$35.00		\$10.00
	<b>Irrigation</b>			
	<b>Residential</b>	\$35.00	\$60.00 ea	\$10.00
	<b>Commercial &amp; Multi Family</b>	\$80.00	\$80.00 ea	\$10.00
	<b>Other Demolition Residential</b>	\$35.00	\$60.00 ea	\$10.00
	<b>Other Demolition Commercial</b>	\$35.00	\$80.00 ea	\$10.00
<b>Other Agency Fees:</b> The City of Manor does not assess nor collect fees for reviews of Building Construction Plans by agencies having jurisdictional authority. All fees for other agencies are established and collected by each of the authorities conducting review.				
<b>Educational Permits</b>				
	New Building	\$.70 per sq ft	\$80.00 ea	\$50.00
	Addition	\$.70 per sq ft	\$80.00 ea	\$50.00

\* All impact fees are waived for schools and universities.



Permit	Permit Fee	Insp Rate	Tech Fee
<b>Educational Permits Continued...</b>			
<b>Remodel/Repair (trades not included)</b>			
\$0-\$3,000	\$50.00	\$80.00 ea	\$50.00
\$3,001-\$5,000	\$60.00	\$80.00 ea	\$50.00
\$5,000-\$10,000	\$85.00	\$80.00 ea	\$50.00
\$10,001-\$15,000	\$95.00	\$80.00 ea	\$50.00
\$15,001-\$20,000	\$115.00	\$80.00 ea	\$50.00
\$20,001-\$25,000	\$140.00	\$80.00 ea	\$50.00
Above \$25,000	\$140.00 + .007 x cost over \$25,000	\$80.00 ea	\$50.00
<b>Educational Trades</b>			
<b>Electrical, Plumbing, Mechanical</b>	\$80.00 ea	\$80.00 ea	\$10.00 ea

**Section 2. Site Plans.** The following fees and charges are established and shall be collected for the review of site plans for multi-family, commercial, institutional, and industrial types of development of land within the City;

### Site Plan Fees

<b>Site Plan Engineer Review</b>	\$400.00 + \$15 per acre	\$50.00
<b>Revision</b>	\$250.00	
<b>TIA Review</b>	\$800.00 + \$10 per page	\$50.00
<b>CLOMR &amp; LOMR Engineer Review</b>	\$600.00	\$50.00

**Other Agency Fees:** The City of Manor does not assess nor collect fees for reviews of Building Construction Plans by agencies having jurisdictional authority. All fees for other agencies are established and collected by each of the authorities conducting review.

**Professional Fees:** In addition to the fees and charges, an Engineer Review Fee, set forth above in this section, the proposer, developer or subdivider of land, a subdivision, plat, or municipal utility district, shall reimburse and pay to the City the actual costs and expenses for professional services, including but not limited to consulting engineers, attorneys and land planners, incurred by the City with respect to such subdivision, plat, development, municipal utility district, or floodplain review.

**Section 3. Subdivision Plats.** The following fees and charges are established and shall be collected for the subdivision of land within the City or its extraterritorial jurisdiction.

### Subdivision Fees

<b>Concept Plan</b>	\$500.00 + \$5 per lot	\$50.00
Engineer Review	\$500.00 + \$5 per lot	
Public Hearing Notice (Newspaper)	\$150.00	
Property Owner Notification	\$5 per property owner	
Hearing and Notification fees may be assessed twice for Planning Commission and City Council		
Revision	\$250.00	

Permit	Permit Fee	Insp Rate	Tech
<b>Preliminary Plan</b>	\$500.00 + \$5 per lot		\$50.00
Engineer Review	\$750 + \$50 per lot		
Public Hearing Notice (Newspaper)	\$150.00		
Property Owner Notification	\$5 per property owner		
TIA Review	\$800 + \$10 per page		\$50.00
Revision	\$250.00		
<b>Construction Plan</b>	3% Estimated Cost		\$50.00

**Construction Plan Fee:** A fee in the amount of three percent (3%) of the estimated cost for construction of all streets, water, wastewater, drainage and other infrastructure required to be constructed for the approval and final acceptance of any subdivision or section thereof shall be paid, together with all other applicable fees and charges, prior to any approved plat - plan being finally approved by the City and filed of record. The total estimated amount of such fee shall be paid as a deposit prior to the start of construction.

<b>Final Plat</b>	\$750.00 + \$20 per lot		\$50.00
Engineer Review	\$1000 + \$20 per lot		
Revision	\$250.00		
<b>Short Form Final Plat</b>	\$400 + \$5 per lot		\$25.00
Engineer Review	\$300.00		
Revision	\$150.00		
Public Hearing Notice (Newspaper)	\$150.00		
Property Owner Notification	\$5 per property owner		
<b>Amended Plats</b>	\$400 + \$20 per lot		\$25.00
Engineer Review	\$300.00		
Revision	\$150.00		

#### **Parkland Dedication**

Fee in Lieu (City Council Approval) \$550 per dwelling unit

Combination 3 acres or more of parkland plus Fee in Lieu; *See Code of Ordinances Ch. 10, Exhibit A, Art. III, Sec. 48(c)(1)*

**Other Agency Fees:** The City of Manor does not assess nor collect fees for reviews of Building Construction Plans by agencies having jurisdictional authority. All fees for other agencies are established and collected by each of the authorities conducting review.

**Professional Fees:** In addition to the fees and charges, an Engineer Review Fee, set forth above in this section, the proposer, developer or subdivider of land, a subdivision, plat, or municipal utility district, shall reimburse and pay to the City the actual costs and expenses for professional services, including but not limited to consulting engineers, attorneys and land planners, incurred by the City with respect to such subdivision, plat, development or municipal utility district.

**Section 4. Zoning, Variance, Special & Conditional Use Permits.** The following fees and charges are established and shall be collected with an application for consideration by a board, commission, or consultant prior to consideration and action by any authority having jurisdiction.

### **Zoning**

Zoning Request	\$300 + \$30 per acre	\$15.00
Public Hearing Notice (Newspaper)	\$150.00	
Property Owner Notification	\$5 per property owner	
Verification	\$50.00	\$10.00

### **Special Services**

#### **GIS Mapping Pre-made Hardcopy**

8.5"x11"	\$2.00
11"x17"	\$5.00
Larger formats	per engineer costs

#### **GIS Digital Data by Layer**

\$10 first layer, \$5  
each additional  
layer

### **Development Agreement Consultation**

Deposit	\$6,000.00
Actual Costs	More or less billed costs for engineering and legal consultation

### **Planned Unit Development**

Amendment	\$600 + \$40 per acre	\$25.00
	½ Original Fee	\$15.00

### **Conditional Use Permit**

	\$250.00	\$10.00
Public Hearing Notice (Newspaper)	\$150.00	
Property Owner Notification	\$5 per Property Owner	

### **Variance**

	\$250 + \$30 per acre	\$10.00
Public Hearing Notice (Newspaper)	\$150.00	
Property Owner Notification	\$5 per Property Owner	

### **Special Use Request**

	\$250 + \$30 per acre	\$10.00
Public Hearing Notice (Newspaper)	\$150.00	
Property Owner Notification	\$5 per Property Owner	

### **Comprehensive Plan Amendments**

### **Appeal of Administrative Decision**

### **Appeal of Planning & Zoning Decision**

	\$350.00	\$15.00
	\$400.00	\$10.00
	\$400.00	\$10.00

**Section 5. Vendors.** The following fees and charges are established and shall be collected prior to the review and approval of an application to solicit, peddle, or operate a food establishment as a seasonal, semi- permanent or temporary food vendor.

**Door to door solicitation**

Bond	\$5000.00
Per day	\$5.00 per day up to 7 days
Per week	\$10.00
Per Month	\$25.00
Three Months	\$50.00
Six Months	\$75.00
Per year	\$100.00

**Mobile Food Establishment**

Per day	\$5.00 per day up to 7 days
Per week	\$10.00
Per Month	\$25.00
Three Months	\$50.00
Six Months	\$75.00
Per year	\$100.00

<b>Special Event</b> (Use of rights-of-way or other city resources not covered under Park Use Fees) First day or portion thereof	\$50.00
Each additional day	\$25.00

**Section 6. Game Room and Amusement Redemption Machine Fees** The following fees and charges are established and shall be collected prior to the review and approval of an application to operate a game room establishment.

Application	\$200
License	\$100 per amusement redemption machine
Renewal (No application fee necessary if license has not expired)	\$100 per amusement redemption machine

**Section 7. Special Services.** The following fees and charges are established and shall be collected for special services provided by Law Enforcement Staff.

Incident Report Copy	\$5.00
Crash Report Copy	\$6.00
Finger Printing Fees	
First two finger print cards	\$10.00 per card (come in two card packages)
Each additional card	\$5.00
Alarm Permit Fees	
Residential Systems	\$50.00
Commercial Systems	\$50.00
Multi-family Systems	\$50.00 per unit
Common Areas	\$50.00 each building
Government Agencies	No fee
Schools and Similar Occupancies	\$50.00
Renewal Fee	\$10.00
Late Fee	\$5.00

**False Alarm Fees**

Up to 3 per year	No fee
4th and 5th per year	\$50.00
5th, & 7th per year	\$75.00
8th and more per year	\$100.00

Police Car Fee \$15.00 per hour (no minimum)

Police Officer Fee \$45.00 to \$55.00 depending on contract (4 Hour Minimum)

Traffic Control Device Fee \$100.00 (Maximum of trailer limit)

**Wreckers and Towing Fees**

Tow Management Fee	\$35.00
Annual Inspection Sticker Fee	\$50.00
Daily Evidentiary Fee (Manor Police held vehicles, billed by the Manor Police Dept. to registered owner or responsible party)	\$35.00/day

**Section 8. Fees and Rental Rates To The City For The Use Of Public Rights-of-way By Wireless Network Providers.** As

compensation for the network provider's use and occupancy of the City public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the City, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City. The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of way for use of the public rights-of-way.

**Network Nodes:**

Application	\$100/each node – maximum 30 nodes
Annual public ROW fee	\$250
Public ROW rate adjustment	As provided in Section 284.054 of the Texas Local Government Code, the City may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI). The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60 <sup>th</sup> day following the written notice.

**Node Support Poles**

Application	\$100
-------------	-------

**Transfer Facilities**

Application	\$100
-------------	-------

Annual rental rate	The annual Transfer Facility rental rate shall be \$28.00 monthly for each Network Node site located in a public right-of-way. However, no rate is required if the network provider is already paying the City an amount equal to or greater than the amount of other City right-of-way fees for access lines under Chapter 283 of the Texas Local Government Code or cable franchise fees under Chapter 66 of the Texas Utility Code.
<b>Micro Network Nodes</b>	No application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles
<b>Collocation of Network Nodes on Service Poles</b>	\$20/year per pole, Subject to the City's Pole Service Agreement
<b>City-Owned Municipal Utility Poles</b>	A network provider shall pay an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based upon the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis

**Section 9. Administrative and/or Miscellaneous Fees.** The following fees and charges are established and shall be collected for Park Rental, Animal Registration, Film Projects, and administrative fees for copying and/or producing records upon request.

**Film projects using City property**

Application	\$25.00
<u>Activity</u>	<u>Per Day Fee</u>
Total disruptive use (regular operating hours) of a public building, park, right of way or other public area;	\$500.00
Partial non disruptive use of a public building, right of way or other public area;	\$250.00
Total closure of obstruction of a public street or right of way, including parking lots and on-street parking (for filming purposes);	\$50.00 per block
Partial closure or obstruction of a public street, right of way, including parking lots and on-street parking (for filming purposes); and	\$25.00 per block
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50.00 per block

**Administrative Fees -All departments**

B/WCopies –standard lettersize	\$0.15 per page of printed material
B/W Copies – legal or larger	\$0.50 per page of printed material
Color Copies –standard letter size	\$0.25 per page of printed material
Color Copies -legal or larger	\$0.50 per page of printed material
Specialty Paper (Mylar, Blueprint etc.)	Actual cost
Notary fee	\$6.00
Every other signature	\$1.00
CD copies	\$25.00
Other electronic media	Actual cost
PDF of Ordinance/Utility Bill	No charge
Labor and overhead charge	\$15.00 per hour >50 copies, or locate, compile, and reproduce requested information when records located in remote facility
Postal Expenses	Actual cost to transmit information paid prior to release
Returned Check Fee	\$35.00
Administrative fee	\$20.00
Animal registration	\$10.00
Animal Microchipping	\$10.00
Credit card payments	\$2.00
City Park Rental Permit Fees	
Up to 4 hours	\$50.00
Maintenance Deposit	\$25.00
4 – 8 hours	\$75.00
Maintenance Deposit	\$50.00
Per Day	\$100.00
Maintenance Deposit	\$100.00 refunded minus city staff costs if required
City Staff Maintenance	\$20.00 per hour
City Vehicle Use	\$15.00 per hour
Debris Removal	\$20.00
Barricades set up & take down	\$75.00

**Section 10. Utility Service charges and fees.** The following fees and charges are established and shall be collected for providing utility services, repairs, new construction, impact fees, maintenance, debris pick up and associated administrative services.

<b>Water</b>	Established under separate Ordinance
<b>Wastewater</b>	Established under separate Ordinance
<b>Debris Solid Waste</b>	Per current contract with Solid Waste Service Provider renewed annually. Approved by City Council.

<b>Meter testing</b>	\$50.00
<b>Meter re-read</b>	\$5.00 (No charge if there is an error)

<b>Damage of City Property</b>	\$100.00 + actual costs
--------------------------------	-------------------------

<b>Water Taps</b>	
Residential	\$750.00
Commercial	\$750.00 + actual cost

<b>Wastewater Taps</b>	
Residential	\$750.00
Commercial	\$750.00 + actual cost

#### **Water and Wastewater Impact Fees**

For all lots or development, the Community Impact Fee for each Living Unit Equivalent shall be in accordance with amounts imposed in previous Ordinances for the applicable time period as shown in the following chart.

<b>Platted Dates</b>	<b>Water Impact Fee</b>	<b>Wastewater Impact Fee</b>
September 6, 2017 – present	\$1,560.00	\$3,200.00
May 18, 2016 to September 6, 2017	\$2,121.00	\$2,323.50
June 6, 2012 to May 18, 2016	\$1,800.00	\$1,800.00
November 19, 2008 - June 6, 2012	\$2,500.00	\$2,100.00
May 16, 2007 - November 19, 2008	\$2,200.00	\$2,100.00
July 28, 2004 – May 16, 2007	\$1,700.00	\$1,800.00
September 27, 2000 – July 28, 2004	\$1,575.00	\$1,925.00
November 16, 1994 – September 27, 2000	\$1,440.00	\$1,630.00
May 18, 1989 - November 16, 1994	\$1,335.00	\$2,375.00
October 9, 1985 – May 18, 1989	\$500.00	\$850.00

#### **Security Deposits**

Residential Combined Water, Wastewater, Trash	\$150.00
Residential Water Service Only	\$75.00
Residential Wastewater Service Only	\$50.00
Residential Trash Service Only	\$30.00
Deposit Transfer	\$25.00
Commercial Combined Water, Wastewater, Trash	\$500.00

#### **Utility Connection and Disconnection**

Water Connection	\$35.00
------------------	---------



Water One Day Connection	\$35.00
Water Guaranteed Same Day Connection	\$50.00
Disconnection	\$50.00

**Section 11. Repeal of Conflicting Ordinances.** All ordinances or parts of ordinances, and sections of the City Code of Ordinances, in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 12. Penalties.** Any person who commences work requiring a permit before obtaining the necessary permits shall be in violation of this ordinance and subject to a penalty fee equal to the rate of the permit

**Section 13. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 14. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in the manner set forth with the provisions of the Tex. Loc. Gov't Code.

**Section 15. Open Meetings Act.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chap. 551, Tex. Gov't Code.

**PASSED AND APPROVED** on this the 6th of September, 2017.

**ATTEST:**

**CITY OF MANOR, TEXAS**

---

Lluvia Tijerna, City Secretary

---

Rita Jonse, Mayor



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Ryan Phipps

DEPARTMENT: Police Department

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing the Manor Police Department to participate in the 2018 STEP (Selective Traffic Enforcement Program) Traffic Safety Initiative through the Texas Department of Transportation.

---

### BACKGROUND/SUMMARY:

The 2018 STEP provides funds to the Manor Police Department to allow officers to work overtime to conduct Selective Traffic Enforcement targeting DWI's, Speeding, Seatbelt violations, and intersection enforcement during specific periods throughout 2018. This is an effort administered through TxDOT to increase traffic safety.

PRESENTATION: ☐ YES ☒ NO

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

Resolution

TxDOT Traffic Safety Electronic Signature Authorization Form

---

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a resolution authorizing the Manor Police Department to participate in the 2018 STEP (Selective Traffic Enforcement Program) Traffic Safety Initiative through the Texas Department of Transportation.

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

**RESOLUTION NO. 2017-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE PARTICIPATION IN THE 2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE GRANTEE'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE BODY-WORN CAMERA GRANT PROGRAM.**

**WHEREAS**, the City of Manor finds it in the best interest of the citizens of the City of Manor, Texas that the Manor Police Department participate in the 2018 Selective Traffic Enforcement Program; and

**WHEREAS**, the City of Manor agrees that in the event of loss or misuse of the Texas Department of Transportation funds, City of Manor assures that the funds will be returned to the Texas Department of Transportation in full; and

**WHEREAS**, the City of Manor designates the City Manager as the grantee's authorized official;

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

City of Manor, Texas approves the participation of the Manor Police Department in the 2018 Selective Traffic Enforcement Program through the Texas Department of Transportation. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 6<sup>TH</sup> DAY OF SEPTEMBER, 2017.**

**CITY OF MANOR, TEXAS**

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

ATTEST:

\_\_\_\_\_  
Lluvia Tijerina, City Secretary

Grant Number: 2018-ManorPD-S-1YG-0097

**Texas Department Of Transportation - Traffic Safety  
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

**Name Of Organization:** City of Manor

**Project Title:** STEP Wave Comprehensive

**Authorizing Authority**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	
Under the authority of Ordinance or Resolution Number (if applicable)	

**Authorized to Electronically Sign Grant Agreements and Amendments**

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	James D. Allen II	Lieutenant Project administrator
2.	Ryan Phipps	Chief of Police
3.	Tom Bolt	City Manager

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2018**

**Organization Name:** City of Manor - Police Department

**Legal Name:** City of Manor

**Payee Identification Number:** 17416647455003

**Project Title:** STEP Wave Comprehensive

**ID:** 2018-ManorPD-S-1YG-0097

**Period:** 10/01/2017 to 09/30/2018



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 6, 2017

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

**DEPARTMENT:** Administration

---

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

As management enforces provisions of the City of Manor Personnel Policies and Procedures Handbook, opportunities for both clarification of policy and response to employee requests have been acknowledged. The following are changes which reflect earlier policy provisions and some modification to current provisions. Adding applicable forms to each section. (Highlights will be additions and red lines will be deletions.)

- 1) Accident/Incident Reporting
- 2) Drug and Alcohol Use Policy
- 3) Electronic Communications & Systems Access Use
- 4) Employee Status
- 5) Holidays
- 6) Longevity Pay
- 7) Sick Leave
- 8) Travel
- 9) Vacation

**PRESENTATION:** ☐ YES ☒ NO

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

Sections of the Policy Handbook with added or clarified provisions

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the proposed changes to the City of Manor Personnel Policies and Procedures Handbook with regard to Accident/Incident Reporting, Drug & Alcohol Use Policy, Electronic Communications & Systems Access Use, Employee Status, Holidays, Longevity Pay, Sick Leave, Travel, and Vacation.

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

---



## ACCIDENT/INCIDENT REPORTING

All on-the-job accident and incident injuries, however slight or seemingly inconsequential, **must be reported immediately by phone or in person with a report as soon as possible but no later than 24 hours after the accident or incident** to the employee's immediate supervisor and to the Human Resources Department. Failure to report any accident or incident immediately with a follow-up formal **Accident Statement or Incident Statement** report being provided within 24 hours of its occurrence without good cause may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the City can remain in compliance with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will be subject to disciplinary action, up to and including termination of employment.

See the section entitled Employee Safety for further guidance.

### Definitions

**Incident- An unplanned, undesired event that hinders completion of a task and may cause injury, illness, or property damage or some combination of all three in varying degrees from minor to catastrophic; unable to prevent or prepare for**

**Accident-Similar to incident, but supports the mindset that it could have been prevented; caused by error**

## DRUG AND ALCOHOL USE POLICY

It is the desire of the City to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

**Prohibition Against Alcohol and Illegal and Unauthorized Drugs** – While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

**Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia** – This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

**Permissive Use of Prescribed and Over-The-Counter Drugs** – The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's normal mental and physical abilities to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

**Permissive Use of Alcohol** - The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. At no time may an employee under the influence of alcohol drive a City-owned or leased vehicle or operate or use other City-owned or leased property or equipment. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. At no time may an employee drive a City-owned or leased vehicle to a bar or other establishment that secures a majority of its revenue from the provision of alcohol. No employee in his or her work-related capacity should ever be impaired due to the introduction of an alcoholic beverage into the body. Absent specific approval by the City Manager, City



The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Human Resources Department. The employee must meet with the Human Resources Department to discuss the terms of his or her continued employment and sign a formal agreement before returning to work.

This policy will be administered in accordance with the City's Family Medical Leave Act policy when applicable.

**Policy Violations** - Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

**Types of Tests** - Testing may include one or more of the following: urinalysis, hair testing, portable breath test, intoxilyzer, or other generally-accepted testing procedure.

**Testing of Applicants** - All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

**Testing of Employees** - ALL employees will be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury accident or in connection with any required treatment or rehabilitation. An employee who has an injury **incident** during the course of his/her official duties is exempt from mandatory drug and alcohol testing unless a supervisor has reasonable suspicion to believe that the use of drugs or alcohol by the employee contributed to the accident. **An incident** means insect bites or stings, animal bites or scratches, and falling objects which the employee had no contact with prior to the injury. An on-duty police officer who is injured in the course of subduing a suspect is also exempt from mandatory drug and alcohol testing unless a supervisor has reasonable suspicion to believe that the officer has used drugs or alcohol.

Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.

For purposes of this policy, reasonable suspicion is a belief based on facts and circumstances (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating

work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized (drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific facts and circumstances that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).

For purposes of this policy, alcohol and drug testing is required when an employee is involved in an accident while on duty if the accident results in bodily injury or property damage of any type. An employee will not be considered to be "involved" in an accident if the employee is not present during the accident. Also, if an employee is involved in a "near miss" that gives rise to a concern regarding the employee's sobriety or ability to exercise good judgment or control of a vehicle or equipment because of the influence of drugs or alcohol, testing is required.

Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to termination.

A positive test result is a violation of the City's Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.

The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

**Testing Procedures** - All testing must normally be authorized in advance by both the employee's Department Director and the Human Resources Department. If the Department Director is unavailable within a reasonable period of time, the Human Resources Department may, in his or her sole discretion, authorize the testing of an employee. If the Human Resources Department is unavailable within a reasonable period of time, the Department Director may, in his or her sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led him or her to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's documentation of facts and circumstances.

Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time. Initial accident testing is done at the Manor Police Department which consists of an intoxylizer breath test and urinary drug test. If questionable or unreadable results are obtained the employee is then taken to an outside testing facility.



harassing, offensive or unprofessional material, messages or content.

- Posting unfavorable comments related to work or business that would reflect negatively upon the City.
- Copying or downloading any commercial software is strictly prohibited.
- Using the systems for financial gain or for any commercial activity unrelated to City business.
- Using the systems in such a manner as to create a security breach of the City network.
- Looking or applying for work or business opportunities other than for internal City postings.
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes or sexual preferences.
- Transmitting or sharing information regarding a coworker's health status without his/her permission.
- Expressing opinions or personal views that could be misconstrued as being those of the City.
- Expressing opinions or personal views regarding management of the City or other political views.
- Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- Downloading or installing any un-approved third-party software is prohibited.
- ALL third-party software MUST be approved through the IT Department.
- Uploading of any City of Manor file to a file share program/cloud storage is prohibited and grounds for automatic termination.
- The changing of a password to ANY City of Manor contract or vendor account is strictly done by the IT Department, City Manager or Department Director.

**Filtering** - The City uses software to filter inappropriate Internet sites. The City will review this filtering on a periodic basis and may modify prohibited sites without notification to City employees, contractors, volunteers or other affiliates. The City Manager (or designee) may grant exceptions and exemptions to Internet and instant messaging filtering only after a review of the requested information has been conducted and a determination that the City's current filtering practice impedes the requestor's ability to perform his/her job duties.

**Responsibility** - The person in whose name a City-provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

**No Right of Privacy/Monitoring.** Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with

compensation. Volunteers are generally not paid and are generally not entitled to any benefits.

**FLSA Designation** - In addition to being in one of the above categories, each employee is also designated as either exempt or non-exempt from federal and state wage and hour laws. Employees are informed of their status as exempt or non-exempt at the time of their initial employment, or subsequently if their classification changes for any reason. An employee's exempt or non-exempt classification may be changed only upon written notification by the Human Resources Department.

**New Hire/ Probationary** – All newly hired employees are subject to a six-month training period, which is considered a probationary status. An extension may be granted for training periods interrupted because of health issues or emergency reasons.

compensation. Volunteers are generally not paid and are generally not entitled to any benefits.

**FLSA Designation** - In addition to being in one of the above categories, each employee is also designated as either exempt or non-exempt from federal and state wage and hour laws. Employees are informed of their status as exempt or non-exempt at the time of their initial employment, or subsequently if their classification changes for any reason. An employee's exempt or non-exempt classification may be changed only upon written notification by the Human Resources Department.

**Evaluation and Training Employee** - All newly hired employees shall be subject to a ninety-day evaluation and training period. Extension may only be granted for training periods interrupted because of health issues or emergency reasons. All employees shall be subject to being placed on probation status for disciplinary reasons for a term to be determined in writing at the time the probation evaluation and training status is instituted.

*PD is different*



## HOLIDAYS

The City provides paid holidays to regular full-time employees. Every other employee is extended the official holiday, but without pay. The following official holidays will be observed:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Texas Independence Day	March 2
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Fourth Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

In addition to the fourteen (14) recognized holidays, employees receive two (2) floating holidays each calendar year. The floating holidays must be used by September 30<sup>th</sup> of each year. **To be eligible, a new employee must complete the six-month probationary/training period.** The floating holidays must be approved by the supervisor and may not be used in less than 4-hour increments. Employees who leave employment with the City will not be paid for an unused floating holiday, nor may they schedule a floating holiday after their resignation has been submitted. Employees wishing to observe other holidays other than the City's observed holidays may use the floating holiday or request Vacation Leave.

**Holidays** - A holiday is a period of 8 hours, paid at the employee's regular rate in the case of a regular full-time employee.

**In the event any regular, full-time, non-exempt employee of the City is required to work on a City recognized holiday, regardless of whether the employee was scheduled or not to work, such employee shall receive holiday compensation pay, at the rate of one and a half (1.5) times their hourly rate, for each recognized holiday hour that employee works. Employees working on Thanksgiving Day, Christmas Day and 4<sup>th</sup> of July will receive holiday compensation pay, at the rate of two (2) times their hourly rate, for each recognized holiday hour that employee works. In conjunction with the hourly rate each employee required to work a recognized holiday shall receive 8 hours of holiday compensation time to be observed at a later date, however, the holiday compensation time accrued will not roll over at the end of the fiscal year or be paid out.**

**Scheduling of Holiday** - Holidays occurring on Saturday normally will be observed on the

## LONGEVITY PAY

The City provides regular full-time employees longevity pay. All regular full-time employees who have been continuously employed for two (2) years or more, each calendar year shall be eligible for additional compensation at a rate of one-hundred (\$100.00) per year for each full year of continuous service with the City up to a maximum of twenty-five (25) years.

Longevity pay will be awarded annually, as a lump sum, on the anniversary of the hire date. Longevity pay is not an accrued benefit payable upon termination of employment.

### **Police Department Members**

Police Department Members- per Texas Government Code 141.032, in a municipality with a population of 10,000 or more, each member of the police department is entitled to receive, in addition to all other monies paid for services rendered in the department, longevity pay of \$4 a month for each year of service in the department, not to exceed twenty-five (25) years.



## SICK LEAVE

Sick leave is paid time away from work due to an employee's bona fide illness or injury that prevents him/her from working, for visits to the doctor or dentist, or to care for certain family members who are ill or injured. Employees who are unable to work due to illness or injury or other situations covered by this policy must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department.

**Eligibility** - All full-time employees begin accruing paid sick leave on the date of hire. Part-time, temporary and seasonal employees do not accrue sick leave. An employee who is released for and offered light duty by the City, but who elects not to accept such assignment, will not be eligible for paid sick leave benefits unless otherwise required by law.

**Accrual Rate** - Sick leave for employees shall be computed on the basis of 104 hours per fiscal year, at the rate of 4.00 hours per pay period. If employment begins after October 1<sup>st</sup>, sick leave shall be prorated. If employment ends before September 30<sup>th</sup>, employees will be obligated to pay back any sick leave that has not been earned, at the time of termination and deducted from the final paycheck. Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status for 80 hours.

**Maximum Accrual** - The maximum sick leave time which may be accumulated by any employee shall be 1,040 hours.

### Authorized Use of Sick Leave:

- **For the employee** - Accrued sick leave may be used for absences due to the employee's bona fide personal illness, accident, or injury that prevents him/her from working, or birth of a child (if the employee physically gave birth; otherwise use of sick leave for child birth falls under the section below).
- **For the employee's immediate family** - Sick leave may also be used for absences when the employee is needed to care for a member of his or her immediate family who is ill or injured. For purposes of this policy, "immediate family" is defined as the employee's parent, current spouse, and children/stepchildren. In the event of a life-threatening illness or injury of the employee's family member who does not meet the definition of "immediate family," the Department Director (and in the case of Department Directors, the City Manager) may allow the employee to use accrued sick leave. Sick leave may also be used by employees for their own or their immediate family's scheduled doctor and dentist appointments.
- **New Hire/Probationary-** Newly hired employees still on probationary status will not be eligible to use any accrued sick time until after their first ninety (90) days of employment.

If an employee uses sick leave in conjunction with a holiday, the employee must submit a doctor's excuse to the supervisor and/or department head for such sick day and that excuse must



## TRAVEL

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

**Transportation** - The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. When authorized, an employee using a personal vehicle on City business shall be paid an amount per mile; equivalent to the current rate paid by the State to its employees, or shall be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. Reimbursement for mileage will be determined based on the distance from the employee's home or office, whichever is closer to the travel destination. Employees shall submit a map demonstrating travel distance in order to receive reimbursement for mileage.

In instances of approved private vehicle use, reimbursement will also be made for mileage tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the City Manager.

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

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

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

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

**Meal Allowance** - Expenses for meals shall be reimbursed at actual cost as supported by receipts. A detailed receipt (a credit card receipt listing the total amount due is not considered a detailed receipt) must accompany the request for reimbursement.

Reimbursement shall not exceed \$10 for breakfast, \$15 for lunch, and \$25 for dinner. If your seminar or training event includes the provision for a meal, the appropriate deduction will be made from your per diem or allowable reimbursement.

Meals eligible for reimbursement include:

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

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

Travel-related meals will be reimbursed if an overnight stay is required or if multiple trips are required during two or more consecutive days.

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

The City will pay for meals at scheduled seminars, training sessions, and other meetings, but will not reimburse for meals elsewhere if the meal cost was included in the conference fee. The City will not pay for social or recreational conference functions that are separate ticketed events not included in the base conference registration fee without prior approval of the Director (to be noted on the Travel Authorization form).

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

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

- In-hotel pay television and movies;
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse or any person not on City business;
- Alcoholic beverages;
- Personal long-distance telephone calls;
- Excess baggage charge for personal belongings;
- Entertainment costs, expenses or fees; and



## VACATION LEAVE

Regular full-time employees accrue vacation leave each pay period at a rate of 3.69 hours for each pay period worked which yields 96 hours or 12 work days annually:

- After five years of employment, regular full-time employees shall earn 4.62 hours each pay period worked which yields 120 hours or 15 work days annually.
- After ten years of employment, regular full-time employees shall earn 6.15 hours each pay period worked which yields 160 hours or 20 work days annually.
- After fifteen years of employment, regular full-time employees shall earn 7.69 hours each pay period worked which yields 200 hours or 25 work days annually.
- After twenty years of employment, regular full-time employees shall earn 9.23 hours each pay period worked which yields 240 hours or 30 work days annually.

Employees may not “borrow” unearned vacation time; employees may receive payment of vacation in lieu of taking time off, as approved by the City Manager except as provided below.

Regular part-time, temporary, and seasonal employees do not earn vacation leave. Official City-observed holidays occurring while an employee is on approved paid leave are considered paid holidays and do not affect vacation leave balances. Paid vacation leave is not considered hours worked for purposes of performing overtime calculations. Only scheduled working days taken off shall be counted as vacation days.

**Newly hired** employees still on probationary status will not be eligible to use any accrued vacation time until after their first ninety (90) days of employment. If separated from employment during the probationary period (six month training) payment of any accrued hours will be voided.

**Use and Scheduling of Vacation Leave** - Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when sick leave is exhausted, inability to get to work because of inclement weather, or for other purposes, and may be taken in hourly increments. Employees will complete a Leave Request form to be eligible for any vacation leave, if the form is incomplete or is not submitted in a timely manner, or the employee has not accrued the amount of time being requested, the request will be returned to the employee or to the supervisor who will notify the employee that it is unacceptable. All employees must make sure they have an approved Leave Request form on file before leaving for vacation.

**All requests for vacation will be made a minimum of 10 days in advance.**

Employees with seniority will have first option to request a vacation time slot, but that request must be submitted no later than April 15<sup>th</sup> each calendar year, after that, vacation requests will

be approved on a first come first serve basis.

Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. No more than ten consecutive work days of vacation time may be taken off, unless the City Manager grants an exception. Non-exempt employees may not be paid over 40 hours including the vacation leave within the same work week.

**Maximum Accruals** – The maximum number of vacation hours that may be accumulated from one fiscal year to the next is 510 hours. Once the maximum number of vacation hours have accumulated you will no longer accrue time until the total number hours fall under 510. If the needs of the City and/or Department preclude the taking of a scheduled vacation, the Department Director may defer an employee's scheduled vacation leave. In such cases, the Department Director may seek approval from City Manager to pay an employee for "deferred" vacation (vacation that was unable to be taken by the employee due to an operational necessity of the City) but this is determined on a case by case basis and at the sole discretion of the City Manager.

**Compensation for Vacation Leave** - Vacation is paid at the employee's base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused vacation, except upon separation of employment, or if an employee is precluded from taking a scheduled vacation due to City and/or department needs as set out above. Upon termination, retirement, or resignation an employee shall be paid for accrued vacation leave up to a maximum of 510 hours at the rate of pay the employee was receiving at the employee's estate.

## Definitions

**Compensable Hours** - The hours worked or taken in a pay period must equal 80 hours for full-time employees before vacation hours will be accrued.

**Vacation Day** – A "vacation day" is defined as a period of exemption from work granted for all regular full-time employees. Employees are not required to take a full day of vacation; they may take vacation in one-hour increments.



may not be paid over 40 hours including the vacation leave within the same work week.

**Maximum Accruals** – The maximum number of vacation days that may be accumulated from one fiscal year to the next is forty days (320 hours). All days in excess of maximum accumulation are lost on September 30th of each fiscal year (except as otherwise provided for in this policy). Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is “lost” on September 30th of each fiscal year. If the needs of the City and/or Department preclude the taking of a scheduled vacation, the Department Director may defer an employee’s scheduled vacation leave. In such cases, the Department Director may seek approval from City Manager to pay an employee for “deferred” vacation (vacation that was unable to be taken by the employee due to an operational necessity of the City) but this is determined on a case by case basis and at the sole discretion of the City Manager.

**Compensation for Vacation Leave** - Vacation is paid at the employee’s base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused vacation, except upon separation of employment, or if an employee is precluded from taking a scheduled vacation due to City and/or department needs as set out above. Upon termination, retirement, or resignation an employee shall be paid for accrued vacation leave up to a maximum of 320 hours at the rate of pay the employee was receiving at the time of separation. Upon the death of an employee, the accrued vacation will be paid to the employee’s estate.

## **Definitions**

**Compensable Hours** - The hours worked or taken in a pay period must equal 80 hours for full-time employees before vacation hours will be accrued.

**Vacation Day** – A “vacation day” is defined as an 8-hour period for all regular full-time employees. Employees are not required to take a full day of vacation; they may take vacation in one-hour increments.



AGENDA ITEM NO. 12

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 6, 2017

PREPARED BY: Tracey Vasquez, HR Coordinator

DEPARTMENT: Administration

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on renewing a service agreement between the City of Manor and Alliance Work Partners (AWP) for personnel services.

---

### BACKGROUND/SUMMARY:

The City's Employee Assistance Program (EAP) is available to provide assistance to employees who may be experiencing personal or family issues with alcohol or drug abuse, financial burdens, marital or family problems.

PRESENTATION: ☐ YES ☒ NO

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

agreement

---

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the agreement between the City of Manor and Alliance Work Partners (AWP) for personnel services.

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-230517

Date Filed:  
06/29/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Alliance Work Partners  
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Manor

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A  
Full service Employee Assistance Program (EAP) services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Scott Terves*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Scott Terves, this the 29th day of June, 2017, to certify which, witness my hand and seal of office.

*Laura Lefave*  
Signature of officer administering oath

Laura Lefave  
Printed name of officer administering oath

Notary  
Title of officer administering oath



**Alliance Work Partners**  
*A professional service of Workers Assistance Program, Inc.*  
**PURCHASE OF SERVICES AGREEMENT**

\_\_\_\_\_ New        X   Renewal

This **PURCHASE OF SERVICES AGREEMENT**, hereinafter **AGREEMENT**, is executed on the 11<sup>th</sup> day of July, 2017 by and between Alliance Work Partners, hereinafter **AWP** and City of Manor, Tax I.D.# 74-1664745 hereinafter **COMPANY**, and the parties do hereby covenant and agree as follows:

1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the Exhibits below:
  - a. **Description of Services** - See **Exhibit I** for a description of services purchased under this AGREEMENT.
  - b. **Fee Schedule and Conditions** - See **Exhibit II** for the cost of services to be provided by AWP to COMPANY.
2. **TERM:** This AGREEMENT shall commence, and services will begin on **December 1<sup>st</sup>, 2017** and is self-renewing each year, unless either party provides written notice of termination. This AGREEMENT can be terminated by either party upon a ninety (90) day written notice. AWP reserves the right to cancel services immediately due to delinquent payments of 90 days or more.
3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY personnel shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to COMPANY eligible participants will be conducted at a convenient, appropriate AWP office or affiliate office accessible by the client and AWP staff.
4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.
5. **CONFIDENTIALITY:** AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its employees to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any client identifiable information received pursuant to the client's consent.
6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

AWP Initials: \_\_\_\_\_

COMPANY Initials:   TB  

Rev. Approved :3/17/2017



Alliance Work Partners  
2525 Wallingwood Drive, Building 5  
Austin, Texas 78746

City of Manor  
105 E. Eggleston St.  
Manor, TX 78653

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date.

7. **ADDITIONAL TERMS:** Not applicable

AWP initials: \_\_\_\_\_

COMPANY initials: TP

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Signature below, and initialing throughout the agreement, indicates that signer is an **Authorized Signatory** with the ability and authority to commit monies and resources to satisfy this legally binding contract agreement on behalf of authorizing Customer/Company/Organization, for the term of the contract.

**Authorized Signatory:** Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.

**ALLIANCE WORK PARTNERS**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**COMPANY**

Signature: Thomas Bolt Date: 7/12/17

Print Name: THOMAS BOLT Title: CITY MGR.

AWP Initials: \_\_\_\_\_

COMPANY Initials: TP

**Exhibit I**  
**Description of Services**

**STANDARD SERVICES INCLUDED IN THIS AGREEMENT**

Subject to the terms and conditions described herein, AWP will provide, as needed:

**1. Unlimited Consultation Including the Development of Policies and Procedures.**

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

**2. Unlimited Critical Incident Stress Debriefings.**

Critical Incident Stress Debriefing (CISD) is provided on an unlimited and as-needed basis to relieve the stress and trauma induced by a crisis impacting the work group. COMPANY, in conjunction with AWP will define what constitutes a crisis situation.

**3. Call Center Services 24 / 7 / 365, Provides Unlimited Assessment and Referral Services to Employees and Family Members.**

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional EAP services or resources in the community. Our staff can conduct research on behalf of the caller and attempt to provide at least three (3) targeted referrals specific to the needs of the employee or eligible member.

**4. Case Management Services.**

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the individual client.

**5. Program Orientations to Supervisors and Staff.**

Employee and Supervisor Program Orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing employee performance and retention when facing challenges.

**6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.**

Additionally, an orientation in either CD or online video-streaming formats is made available to all programs.

**7. Personal, Professional Training and Onsite Services.**

AWP Initials: \_\_\_\_\_

COMPANY Initials: 

Rev. Approved :3/17/2017

Up to zero (0) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be provided by AWP. Onsite training, webinar training, health fair participation, etc., not otherwise covered above, are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

### **TRAINING REQUESTS & SCHEDULING:**

Generally, training requests require a minimum one (1) hour and five (5) participants per class. Any exemption request to the participant minimum must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result in a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee be charged COMPANY, in an amount equal to the hours scheduled and then subsequently cancelled.

#### **8. Short-term Counseling Services.**

For each participant, up to **six (6)** sessions are provided per issue, per year for face-to-face or telephonic counseling for short-term problem resolution. Clients are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Clients may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the client will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the client may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer a client into their network for long-term therapy if more than **six (6)** sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

#### **9. Referrals to Long-term Treatment Resources, if Appropriate.**

AWP will refer clients to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the client. All fees charged by the long-term resources will be the responsibility of the client.

#### **10. Safe Ride Program.**

The Safe Ride Program can save lives. It encourages employees and their immediate family members, whose driving may become impaired while away from home, to call a cab. The process is simple and confidential - the employer will never know - and the cab fee is reimbursed by AWP. To promote healthy choices, the program may only be used up to three times. Clients using Safe Ride more than once in a 12-month period or three (3)

AWP Initials: \_\_\_\_\_

COMPANY Initials: 

Rev. Approved :3/17/2017



times within a 36-month period will be scheduled for a confidential visit with one of our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the individual's ability to utilize Safe Ride will be reinstated.

**11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.**

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

**12. LawAccess - Legal and Financial Services.**

Legal and financial assistance is provided through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

**13. HelpNet - Online Services.**

*HelpNet* web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

AWP Initials: \_\_\_\_\_

COMPANY Initials: 

Rev. Approved :3/17/2017

**Exhibit II**  
**Fee Schedule and Conditions**

1. **FLAT RATE:** Payment shall be made annually by COMPANY to AWP for all fee-for-services covered under this AGREEMENT, including Exhibits and Addenda. The flat rate shall total **\$1,550.00** per year, and shall be due annually within thirty (30) days of the date of the AWP invoice. The current rate is predicated on **55** covered employees with the first year's fee based upon the number of covered employees noted above.

Following the first year of service AWP will e-mail to COMPANY, on an annual basis, an 'employee count' request asking for a COMPANY reporting of the number of employees covered for the requested year. All subsequent fees will be adjusted annually and invoiced annually, based upon your reporting response to our e-mail 'employee count' requests. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the 'employee count' within 5 days of the request, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available 'employee count' AWP received. COMPANY will make no adjustments or deductions to an AWP provided invoice resulting from lack of an e-mail response by COMPANY. Any necessary invoice adjustments will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle.

2. **RATE GUARANTEE:** AWP will provide thirty (30) days notice prior to any rate escalation. Fees are based on the headcount reported by COMPANY. The headcount should include all active employees. Household members, dependents, retirees and terminated employees although covered, are not included in the headcount.
3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

For services beyond the number of hours allotted in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable.

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result in either an adjustment to the annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour charge to COMPANY, in an amount equal to the hours scheduled and cancelled without the required advance notice.

AWP Initials: \_\_\_\_\_

COMPANY Initials: 

Rev. Approved :3/17/2017

### **Exhibit III Optional Services**

#### **VALUE ADDED SERVICES INCLUDED IN THIS AGREEMENT**

Subject to the terms and conditions described herein, AWP will provide, as needed:

**1. WellCoach**

*WellCoach* delivers preventive health and complementary care coaching and educational services to encourage employees and their families to become and remain healthy, helping to contain healthcare costs.

AWP Initials: \_\_\_\_\_ COMPANY Initials: 

Rev. Approved :3/17/2017