



RITA G. JONSE, MAYOR
GENE KRUPPA, PLACE 1
MARIA AMEZCUA, PLACE 2
ANNE WEIR, MAYOR PRO TEM, PLACE 3
ZINDIA PIERSON, PLACE 4
DEJA HILL, PLACE 5
TODD SHANER, PLACE 6

CITY COUNCIL REGULAR MEETING AGENDA

WEDNESDAY, FEBRUARY 21, 2018

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PRESENTATION

Presentation of Film Friendly Certification for Manor, Texas by Kim LeBlanc, Production & Community Relations Specialist, Texas Film Commission. Thomas Bolt, City Manager

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 complete the white card and present it to the City Secretary prior to the meeting. **NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.**

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 of the February 7, 2018, Regular Meeting. Lluvia Tijerina, City Secretary
2. Consideration, discussion, and possible action on the acceptance of the January 2018 Departmental Reports: Thomas Bolt, City Manager
 - Development Services – Scott Dunlop
 - Police – Chief Ryan Phipps
 - Municipal Court – Sarah Friberg
 - Public Works – Mike Tuley
 - Finance – Lydia Collins

PUBLIC HEARING

- | | |
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| 3. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen. | Thomas Bolt,
City Manager |
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REGULAR AGENDA

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| 4. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen. | Thomas Bolt,
City Manager |
| 5. Consideration, discussion, and possible action on an agreement between the City of Manor and Iron Mountain Information Management, LLC for storage services. | Thomas Bolt,
City Manager |
| 6. Consideration, discussion, and possible action on a contract between the City of Manor and Pitney Bowes for postage services. | Thomas Bolt,
City Manager |
| 7. Consideration, discussion, and possible action on amending Article 5.04, Chapter 5 of the Manor Code of Ordinances regarding the possession, manufacture, assembly, storage, and ignition of fireworks within the City. | Ryan Phipps,
Chief of Police |
| 8. Consideration, discussion, and possible action on an ordinance establishing a maximum prima facie speed limit on FM 973 within the City limits of the City of Manor. | Thomas Bolt,
City Manager |
| 9. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 13 Utilities, Article 13.01 to add provisions for underground utilities. | Scott Dunlop,
Planning Coordinator |
| 10. Consideration, discussion, and possible action on a first reading of an ordinance amending Manor Code of Ordinances Chapter 14 Zoning to amend Definitions; Amendments; Handicapped Parking Requirements; C-1 Light Commercial permitted uses and conditions and limitations; C-2 Medium Commercial permitted uses and conditions and limitations; C-3 Heavy Commercial permitted uses and conditions and limitations; Construction Plan application requirements; Open Space lot coverage requirements; R-1 Single Family permitted and conditional uses; R-2 Single Family permitted and conditional uses; and Downtown Business District permitted and conditional uses. | Scott Dunlop,
Planning Coordinator |
| 11. Consideration, discussion, and possible action on a first reading of an ordinance rezoning Lots 1-10 Block 8 Lane AE Addition, 1.25 acres more or less, locally known as 709 North Lexington, from Single Family Residential (R-1) district zoning to Neighborhood Business (NB) district zoning. Owner: Rebecca Davies. Applicant: Rebecca Davies | Scott Dunlop,
Planning Coordinator |
| 12. Consideration, discussion and possible action on a Concept Plan for 14870 Bois D’Arc Road, twenty (20) lots on 20.02 acres more or less located at 14870 Bois D’Arc Road. Owner: L4S, LLC. Applicant: Southwest Engineers, Inc. | Scott Dunlop,
Planning Coordinator |

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| 13. Consideration, discussion and possible action on a waiver request for Lot 3 Manor Market Subdivision, locally known as 11809 US Hwy 290 E, from Chapter 14 Exhibit A, Article II, Section 44(c)(ii) and Chapter 10 Exhibit A, Article IV, Section 60 (c)(i)(l)(4) to waive the requirement to extend a sidewalk along the entire frontage of the property. Owner: Quick and Clean 60 LLC. Applicant: Sofia Hernandez, 3K1 Consulting | Scott Dunlop,
Planning Coordinator |
| 14. Consideration, discussion and possible action on a waiver request for the southern transition on the 10-foot curb inlet on the east side of Almodine Road in front of Lot 136, Block H, Phase 2A Stonewater from Chapter 10 Exhibit A, Article III, Section 41(b) to allow for a 5 foot curb inlet transition. Owner: Continental Homes of Texas. Applicant: Peggy Carrasquillo, Kitchen Table Civil Solutions. | Scott Dunlop,
Planning Coordinator |
| 15. Consideration, discussion, and possible action on a resolution supporting a proposed Merritt Manor Housing Community for Senior Citizens. | Thomas Bolt,
City Manager |
| 16. Consideration, discussion, and possible action on matters related to the Home Rule Charter and proposed amendments. | Thomas Bolt,
City Manager |
| 17. Consideration, discussion, and possible action on an Addendum to Development Agreement for the Shadowglen Subdivision. | Scott Dunlop,
Planning Coordinator |
| 18. Consideration, discussion, and possible action on the first reading of an ordinance rezoning Abstract 260 Survey 22 Elison T, 33.89 acres more or less, locally known as 12700 Sparks Road, from Interim Single Family Residential (R-1) district zoning to Manufactured Home (M-1) district zoning. Owner: Ulises Hernandez. Applicant: Mike McMinn, McMinn Land Surveying Co. | Scott Dunlop,
Planning Coordinator |
| 19. Consideration, discussion, and possible action on the development of policies governing Public Improvement Districts and Tax Increment Reinvestment Zones. | Thomas Bolt,
City Manager |

EXECUTIVE SESSION

The City Council will now Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate an offer of financial or economic development incentive.

OPEN SESSION

The City Council will now Reconvene into Open Session to take action as determined appropriate in the City Council's discretion regarding an offer of financial or other economic development incentive.

ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, February 16, 2018, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Lluvia Tijerina
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Lluvia Tijerina, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the February 7, 2018, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

February 7, 2018, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes for the February 7, 2018, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
FEBRUARY 7, 2018**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gene Kruppa, Place 1
Maria Amezcua, Place 2
Anne R. Weir, Mayor Pro Tem, Place 3
Zindia Pierson, Place 4 (Absent)
Deja Hill, Place 5
Todd Shaner, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Scott Dunlop, Planning Coordinator
Lydia Collins, Finance Director
Ryan Phipps, Chief of Police
James Allen, Lieutenant
Sammie Hatfield, Community Development Manager
Paige Saenz, City Attorney
Veronica Rivera, Legislative and General Counsel
Christina Lane, Financial Advisor

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, February 7, 2018, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Scott Dunlop, Planning Coordinator, led the Pledge of Allegiance.

PUBLIC COMMENTS

City Manager Bolt introduced Sammie Hatfield, Community Development Manager, she discussed her background experience in Economic Development, Downtown Redevelopment, Chamber of Commerce, Tourism, and Special Events.

Barkat Umatia, Manor Grocery, 102 W. Parsons Street, Manor, Texas, spoke before City Council regarding public parking issues in front of his business. He is requesting parking spaces for Manor Grocery store.

No one else appeared to speak at this time.

CONSENT AGENDA

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the January 17, 2018, Regular Meeting.**
- 2. Consideration, discussion, and possible action on a second and final reading of an ordinance rezoning Abstract 315 Survey 63 Gates G, 7 acres more or less, locally known as 12805 E US Hwy 290, from Interim Single Family Residential (R-1) district zoning to Light Industrial (IN-1) district zoning.**

Ordinance No. 503: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land from Single Family Residential (R-1) to Light Industrial (In-1); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Shaner and seconded by Council Member Kruppa, the Council voted six (6) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

REGULAR AGENDA

- 3. Consideration, discussion, and possible action on a resolution authorizing the Manor Police Department to submit an application for General Victim Assistance Direct Services Program (VOCA) through the Office of the Governor, Criminal Justice Division for funding the Manor Victim Services Network Project.**

The City staff's recommendation was that the City Council approve Resolution No. 2018-02 authorizing the Manor Police Department to submit an application for General Victim Assistance Direct Services Program (VOCA) through the Office of the Governor, Criminal Justice Division for funding the Manor Victim Services Network Project.

Lieutenant Allen explained the resolution for the General Victim Assistance Direct Services Program.

The discussion was held regarding the deadline of the application process for the grant.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Amezcua, the Council voted six (6) For and none (0) Against to approve Resolution No. 2018-02: A Resolution of the City Council of the City of Manor, Texas, Authorizing the Filing of a General Victim Assistance Direct Services Program Application to the Office of the Governor of Texas Criminal Justice Division; and Authorizing the City Manager to Act as the Grantee's Authorized Official in all Matters Pertaining to the City's Participation in the General Victim Assistance Direct Services Program. The motion carried unanimously.

4. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 13 Utilities, Article 13.01 to add provisions for underground utilities.

The City staff's recommendation was that the City Council postpone an ordinance amending the Manor Code of Ordinances, Chapter 13 Utilities, Article 13.01 to add provisions for underground utilities to the February 21, 2018 Council meeting.

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

City Manager Bolt stated the ordinance was still under review with Bluebonnet Electric and is requesting for the item to be postponed to the February 21st Council meeting.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Hill, the Council voted six (6) For and none (0) Against to postpone an ordinance amending the Manor Code of Ordinances, Chapter 13 Utilities, Article 13.01 to add provisions for underground utilities to the February 21, 2018, City Council meeting. The motion carried unanimously.

5. Consideration, discussion, and possible action on a resolution commencing the voluntary annexation of land adjacent and contiguous to the city limits; being 66.24 acres, more or less, of land area in the Theophilus Ellison Survey 22, Abstract Number 260, in Travis County, Texas; and providing for open meetings and other related matters.

The City staff's recommendation was that the City Council deny a resolution commencing the voluntary annexation of land adjacent and contiguous to the city limits; being 66.24 acres, more or less, of land area in the Theophilus Ellison Survey 22, Abstract Number 260, in Travis County, Texas.

City Manager Bolt explained the resolution and stated the applicant had withdrawn the annexation petition.

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 deny a resolution commencing the voluntary annexation of land adjacent and contiguous to the city limits; being 66.24 acres, more or less, of land area in the Theophilus Ellison Survey 22, Abstract Number 260, in Travis County, Texas. The motion carried unanimously.

6. Consideration, discussion, and possible action to authorize the Mayor to cast a ballot for Jeffery Lewis for the Board of Directors of the Travis Central Appraisal District.

The City staff's recommendation was that the City Council approve and authorize the Mayor to cast a ballot for Jeffery Lewis for the Board of Directors of the Travis Central Appraisal District.

City Manager Bolt discussed the ballot procedures for Jeffery Lewis for the Board of Directors of the Travis Central Appraisal District.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Shaner, the Council voted five (5) For and one (1) Against to approve and authorize the Mayor to cast a ballot for Jeffery Lewis for the Board of Directors of the Travis Central Appraisal District. Council Member Amezcua voted against. The motion carried.

7. Consideration, discussion, and possible action on matters related to the Home Rule Charter and proposed amendments.

The City staff's recommendation was that the City Council take action on matters related to the Home Rule Charter and proposed amendments.

City Manager Bolt discussed matters related to the Home Rule Charter and proposed amendments. He advised for the process to move forward and quickly for the November election.

Mayor Jonse advised for Council Members to email all proposed amendments to City Manager.

City Attorney Saenz clarified and advised once information was obtained it would need to be brought back for discussion.

No action was taken.

8. Consideration, discussion, and possible action on the development of policies governing Public Improvement Districts and Tax Increment Reinvestment Zones.

The City staff's recommendation was that the City Council take action on the development of policies governing Public Improvement Districts and Tax Increment Reinvestment Zones.

At the request of City Manager Bolt, Jon Snyder with P3Works, 1808 W. 6th Street, Austin, Texas, spoke before City Council and conducted the attached PowerPoint Presentation on the PID Policy.

Mr. Snyder discussed the PID Policy purpose and overview for the City of Manor. He explained the types of projects that the City would consider. Mr. Snyder asked for feedback from the Council regarding the types of projects that are needed and important to the City.

Council Member Weir stated the City of Manor needs to grow commercially for tax revenue and would like for it to be discussed.

Council Member Kruppa inquired if the City could have residential and commercial development in the same area.

The discussion was held regarding the policy requirements.

Council Member Amezcua stated she would like to keep the policy consistent with the City's planning and zoning requirements.

The discussion was held regarding the types of regulations for lot sizes and alleyways.

Council Member Kruppa discussed his experience with the roadway issues in his subdivision. He stated he would like to see a thoroughfare plan and water and wastewater plan for the City of Manor.

Mayor Jonse inquired of the possibilities for new homes to have the garage in the back facing the alleyway. The discussion was held regarding the option for developers to build homes with the garage in the back of the home. City Manager Bolt discussed the issues with direct alleys and parking in the roadways.

The discussion was held regarding the flexibility of the policy for the developers.

Council Member Weir discussed the Mueller Development in the City of Austin and stated she would love to see development like that for the City of Manor.

Mr. Snyder discussed the matrix and developers feedback that was provided to the City.

The discussion was held regarding the project requirements in the City and/or extra-territorial jurisdiction ("the ETJ").

City Manager Bolt discussed the PID development agreements for utilities.

The discussion was held regarding land use authority and limited purpose annexation.

Mr. Snyder discussed the type of project size, density, schedule and mixed uses. He asked the Council for direction on the City's flexibility for project requirements. Council Member Shaner stated he agreed with having the flexibility in the policy.

Mr. Snyder discussed the regulations for cash contributions to the City.

Council Member Kruppa stated he would rather see the police, fire, and road maintenance assessment for projects in ETJ. Mr. Snyder explained the assessment for services within the ETJ.

The discussion was held regarding the disclosure to homeowners.

Council Member Kruppa inquired about the County's collection fee. Mr. Snyder explained the administrative fee that is added in the PID.

Mr. Snyder discussed the City Professional Team and District Administration the City would need to hire.

The discussion was held regarding previous annexations in the City with development agreements and how they would remain ETJ PIDs.

Mayor Jonse inquired about the Professional Service Agreement fees. Mr. Snyder explained the application fee and the Professional Service Agreement is paid by the developer.

The discussion was held regarding the pay for City staff time and requirements for the City PID Administrator to draft the Service and Assessment Plan for the City.

Mr. Snyder discussed the Assessment Term and Bond Term. The discussion was held regarding the years for the assessment. Financial Advisor Lane advised a typical term was for 30 years. She stated the City had the option to set the term and recommends a maximum of a 30-year term.

Mr. Snyder discussed the maximum equivalent tax rate for the City. Council Member Weir stated her concerns if the PID tax rate is set high.

Council Member Hill inquired about the tax rate being low for the Mueller Development in the chart presented. Pete Dwyer with Dwyer Realty Companies stated the City of Austin owned the real estate property and the City of Austin paid for the infrastructure development.

Mr. Snyder introduced Robert Rivera with FMS Bonds from Dallas, Texas. Mr. Rivera explained the underwriting process. He discussed the PIDs assessment term and bond term benefits to the Developer and City.

Council Member Kruppa stated he would like to propose \$0.35 for the PID rate. The discussion was held regarding the flexibility of the tax rate.

Mr. Dwyer explained his proposal for the tax rate for the Entrada Glen PID.

Rick Rosenberg with DPGF Inc., 8140 N. Mopac Expressway, Austin, Texas, spoke before City Council in support of this item. He discussed the PID Assessment Tax Rate.

The discussion was held regarding the assessment fee for each lot.

Mr. Snyder discussed the PID rate regarding the maximum equivalent tax rate proposal in the chart presented.

Council Member Hill inquired about the maximum tax rate of \$3.31. Mr. Snyder clarified the maximum tax rate would stay at \$3.31.

The discussion was held regarding the same tax rate for commercial and residential projects.

Council Member Kruppa inquired if a tax rate of \$0.35 for PID residential projects and \$0.45 tax rate for commercial projects could be proposed. Mr. Snyder stated the tax rate for commercial projects would be more sensitive.

Mr. Dwyer inquired if a numerical rate needed to be established for the PID Policy. He stated the policy could be established now and the flexibility of the tax rate could be established based on other PIDs merits. He is requesting the establishment of the Policy to be able to move forward with the Entrada Glen PID.

Council Member Kruppa requested for City Council to discuss policy matters in Executive Session.

Mr. Snyder clarified the discussion was for ideas and requests from Council to be able to present a PID Policy with more detail information.

City Attorney Saenz clarified that Mr. Snyder was looking for parameters and direction for the PID Policy. She stated the draft policy would be brought back to Council for consideration and discussion before the final adoption of the policy.

The discussion was held regarding the City issuing bonds. Mr. Snyder explained the Cash Flow PIDs and PID Bonds process and risks.

City Attorney Saenz discussed the obligations from the City to collect the assessment.

Financial Advisor Lane discussed previous City bonds that have been issued. She discussed the PID debt rating reviews by auditors and the pay as you go PIDs.

Mr. Rivera explained the use of a Cash Flow PID and discussed the issuance of a Bond PID. He also discussed the risks for private placement. Mr. Rivera discussed his firm's services that would be provided to the City.

Mr. Snyder discussed the bond requirements. He discussed the value to lien ratio, developer contribution, and status of developments.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Hill, the Council voted six (6) For and none (0) Against to postpone the action on the development of policies governing Public Improvement Districts and Tax Increment Reinvestment Zones to the February 21, 2018, City Council meeting. The motion carried unanimously.

Mayor Jonse adjourned the regular session of the Manor City Council into Executive Session at 9:02 p.m. Wednesday, February 7, 2018, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The City Council convene into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Interview Candidates for appointment to fill vacancies on the City of Manor Planning and Zoning Commission; and Section 551.072 Deliberations regarding Real Property – Lots 1-10 Block 8 Lane AE Addition, 1.25 acres more or less in the City of Manor, Travis County*, at 9:02 p.m., on Wednesday, February 7, 2018, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 9:59 p.m. on Wednesday, February 7, 2018.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code at 9:59 p.m. on Wednesday, February 7, 2018, in the Council Chambers of the Manor City Hall.

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

Section 551.074 Personnel Matters – Interview Candidates for appointment to fill vacancies on the City of Manor Planning and Zoning Commission

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Kruppa, the Council voted six (6) For and none (0) Against to appoint Larry Wallace to the Planning and Zoning Commission, Place 4 to fill an unexpired term and continue serving until the next appointment of January 1, 2020. The motion carried unanimously.

Section 551.072 Deliberations regarding Real Property – Lots 1-10 Block 8 Lane AE Addition, 1.25 acres more or less in the City of Manor, Travis County

MOTION: Upon a motion made by Council Member Shaner and seconded by Council Member Weir, the Council voted six (6) For and none (0) Against to authorize the City Manager to move forward with the appraisal and inspection of set property. The motion carried unanimously.

ADJOURNMENT

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Shaner, the Council voted six (6) For and none (0) Against to adjourn the regular session of the Manor City Council at 10:00 p.m. on Wednesday, February 7, 2018. The motion carried.

These minutes approved by the Manor City Council on the 21st day of February 2018.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina
City Secretary



PID Policy Workshop

FEBRUARY 7, 2018

PID Policy Purpose and Overview

- PID Policy should set clear requirements for:
 - Types of projects that the City will consider issuing a PID for community benefit
 - Homeowner Disclosure
 - Financial Terms
 - Equivalent Tax Rate
 - Bond Term
 - Conditions Precedent to Issuing Bonds
- Guidelines help streamline discussions between developers and City staff
- Individual provisions can be waived by City Council on a case by case basis
- The policy can be simple (allows Staff to negotiate) or extremely detailed (requires everything to come through Council)

Project Requirements

- City Limits and/or ETJ
- Type of project
 - Size
 - Density
 - Absorption schedule
 - Mixed uses
- Enhanced landscaping requirements
- Standards that exceed City's subdivision requirements (residential vs commercial)
 - Subdivision overall design
 - Minimum lot size (i.e. 50' or greater)
 - Building standards
 - Amenities
 - Parks and open space
- Internal Subdivision Improvements that advance City's Master Plans
 - Thoroughfare Plan
 - Water and Wastewater
 - Trails and parks
- Offsite Improvements that advance City's Master Plans
 - Thoroughfare Plan
 - Water and Wastewater
 - Trails and parks
 - Sign off from City Engineer

Cash Contributions to the City

- City of Kyle requires a cash contribution equal to 10% of net bond proceeds to City general fund for projects in the ETJ which refuse to annex
- Travis County requires developer to pay 10% of net bond proceeds to support County programs
- City of Dripping Springs requires a cash contribution equal to 1/9 of net bond proceeds to City general fund
- Some Cities require police/fire/road maintenance assessment for projects in ETJ
- May include any other conditions/prerequisites determined by City

Disclosure to Homeowners

- Landowner's Agreement recorded in Official Public Records
- Signage at major entryways and exits, similar to MUDs
- Information signage and flyers in sales centers
 - PID FAQs
 - Equivalent Tax Rate
 - Total Assessment
 - Annual Installment
- Requirement to place on Travis County Tax Bill
 - Typically included in mortgage escrow
 - PID Assessment "picked up" by title/mortgage companies
- Homebuyer Disclosure Documents

City Professional Team and District Administration

- How does the City choose the Professional Team?
 - Bond Counsel (Typically chosen independently by City)
 - Financial Advisor (Typically chosen independently by City)
 - PID Administrator (Typically chosen independently by City)
 - Trustee (Typically chosen independently by City)
 - Underwriter (Typically selected by City with input from developer)
 - Appraiser (Typically selected by City with input from developer)
- Application Fee and/or Professional Services Agreement
 - Pays expenses for 3rd party consultants
 - Can pay for City staff time
- Some Cities require City PID Administrator to draft Service and Assessment Plan

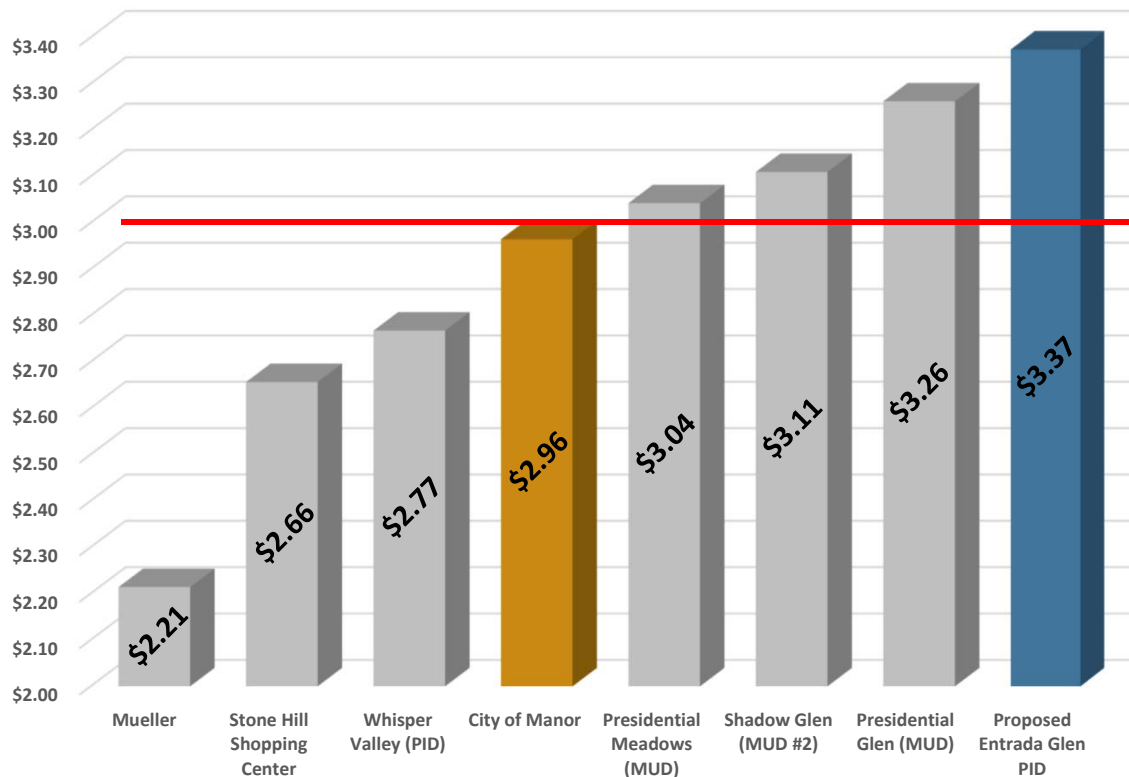
Assessment Term/Bond Term

- Term of assessment directly impacts benefit of PID to the developer. The longer the term, the greater the benefit
- PID Act allows PID Bonds to have a term of up to 40 years
 - Typical Term is 30 years
 - Some cities limit bond term to 20 or 25 years
- Typically Assessment Term matches Bond Term
- In some cases developers will request assessments to exceed the term of the bonds

Maximum Equivalent Tax Rate



2017 Tax Rate Per \$100 of Assessed Value



	2017 Tax Rate	+/- vs. Manor
Mueller	\$ 2.21	\$ (0.75)
Stone Hill Shopping Center	\$ 2.66	\$ (0.31)
Whisper Valley (PID)	\$ 2.77	\$ (0.20)
City of Manor	\$ 2.96	\$ -
Presidential Meadows (MUD)	\$ 3.04	\$ 0.08
Shadow Glen (MUD #2)	\$ 3.11	\$ 0.15
Presidential Glen (MUD)	\$ 3.26	\$ 0.30
Proposed Entrada Glen PID	\$ 3.37	\$ 0.41

Should residential and commercial rates be the same or different?

Should PIDs Issue Bonds?

- Cash Flow PIDs
 - Annual Installments paid to developer
 - **No upfront money, not as beneficial to developers**
 - Maximum interest rate allowed (currently 9.5% for 1st 5 years, 5.5% thereafter)
 - Developers can privately monetize revenue stream, but less efficient than bonds

- PID Bonds
 - Annual Installments paid to bond holders
 - **Upfront money, interest rates are lower due to tax exempt nature of bonds**
 - Bonds are secured solely from PID assessments
 - City does not have financial or moral obligation, but City will have “headline risk” and requirement to comply with bond covenants
 - City should be reimbursed if unable to issue bank qualified debt as a result of PID Bonds

Bond Requirements

- Value to Lien Ratio
 - 3:1 requirement or dependent on credit
 - Minimum requirement per parcel
 - Mandatory prepayment requirement
- Developer contribution
 - Cash, LOC, Bank Commitment, or dependent on transaction
- Status of development may require the following:
 - Proceeds used for Construction
 - Acquire completed improvements
 - Require all improvements to be complete

PID POLICY WORKSHOP

Project Requirements (Slide 3)

<p>What types of projects should be considered?</p> <p>Should residential and commercial projects have the same requirements?</p> <p>How much flexibility should the City have to waive/modify requirements?</p>	<ul style="list-style-type: none"> • City Limits and/or ETJ • Type of Project <ul style="list-style-type: none"> ○ Size ○ Density ○ Absorption ○ Mixed uses • Enhanced landscaping requirements 	<ul style="list-style-type: none"> • Standards that exceed City's subdivision requirements <ul style="list-style-type: none"> ○ Subdivision overall design ○ <u>Minimum lot size</u> (50' or greater) ○ Building standards ○ Amenities ○ Parks and open space 	<ul style="list-style-type: none"> • <u>Internal Subdivision</u> Improvement that advance City's Master Plans <ul style="list-style-type: none"> ○ Thoroughfare plan ○ Water and wastewater ○ Trails and parks 	<ul style="list-style-type: none"> • <u>Offsite Improvement</u> that advance the City's Master Plans <ul style="list-style-type: none"> ○ Thoroughfare plan ○ Water and wastewater ○ Trails and parks ○ <u>Sign off from City Engineer</u>
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Comments:

Cash Contributions to the City (Slide 4)

<p>Should the City require a cash contribution or other funding? If so how much?</p> <p>If the project is in the ETJ, should the City require a separate assessment to fund police/fire/roads?</p>	<p>City of Kyle</p> <ul style="list-style-type: none"> • Cash contribution equal to 10% of net bond proceeds to City general fund for projects in the ETJ which refuse to annex 	<p>Travis County</p> <ul style="list-style-type: none"> • Developer contributes 10% net bond proceeds to support County programs 	<p>City of Dripping Springs</p> <ul style="list-style-type: none"> • Cash contribution equal to 1/9 of net bond proceeds to City general fund 	<ul style="list-style-type: none"> • Require police/fire/road maintenance assessment for projects in ETJ • May include any other conditions/prerequisites determined by City
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Comments:

PID POLICY WORKSHOP

Disclosures to Homeowners (Slide 5)

What does the City want to require of the developers to ensure homeowners are aware of the PID?	<ul style="list-style-type: none"> Landowner's Agreement recorded on Official Public Records Signage at major entryways and exits 	<ul style="list-style-type: none"> Information signage and flyers in sales centers <ul style="list-style-type: none"> PID FAQs Equivalent Tax Rate Total Assessment Annual Installment 	<ul style="list-style-type: none"> Requirement to place on Travis County Tax Bill <ul style="list-style-type: none"> Typically included in mortgage escrow PID Assessment "picked up" by title/mortgage companies 	<ul style="list-style-type: none"> Homebuyer Disclosure Documents
--	---	--	---	--

Comments:

City Professional Team and District Administration (Slide 6)

How does the City choose the Professional Team? What is the role of the PID Administrator?	Team typically chosen independently by City: <ul style="list-style-type: none"> Bond Counsel Financial Advisor PID Administrator Trustee 	Team typically chosen by City with input from development team: <ul style="list-style-type: none"> Underwriter Appraiser 	Application Fee and/or Professional Services Agreement <ul style="list-style-type: none"> Pays expenses for 3rd party consultants City staff time 	<ul style="list-style-type: none"> City may require PID Administrator to draft Service and Assessment Plan
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Comments:

PID POLICY WORKSHOP

Assessment Term/Bond Term (Slide 7)

<p>Should the City set a maximum Assessment Term?</p> <p>Should the City require the Assessment Term to equal to the Bond Term?</p>	<ul style="list-style-type: none"> Term of assessment directly impacts benefit of PID to developer <ul style="list-style-type: none"> Longer term = greater benefit 	<ul style="list-style-type: none"> PID Act allows PID Bonds term up to 40 years <ul style="list-style-type: none"> Typical Term is 30 years Some Cities limit term to 20-25 years 	<ul style="list-style-type: none"> Typically Assessment Term matches Bond Term 	<ul style="list-style-type: none"> In some cases, developers request assessments to exceed the terms of the bonds
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Comments:

Maximum Equivalent Tax Rate (Slide 8)

<p>Should the City set a Maximum Equivalent Tax Rate?</p> <p>Should residential and commercial rates be different?</p>	<p>The Maximum Equivalent Tax Rate per \$100 of assessed value is calculated and compared to similar and neighboring projects</p>	<ul style="list-style-type: none"> City of Manor had a 2017 Tax Rate of \$2.96 2017 tax rates ranged from \$2.21 to \$3.26 for competing projects 	<p>Proposed Entrada Glen PID Tax Rate of \$ 3.37</p>	<p>See Slide 8 for graphic representation of Maximum Equivalent Tax Rate</p>
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Comments:

PID POLICY WORKSHOP

Types of PIDs (Slide 9)

Should PIDs issue Bonds?	Cash Flow PIDs <ul style="list-style-type: none"> • Annual Installments paid to developer • No upfront money, <i>not as beneficial to developers</i> • Maximum interest rate allowed by law <ul style="list-style-type: none"> ○ 9.5% for 1st 5 years, 5.5% thereafter • Developers can privately monetize revenue stream, less efficient than bonds 	PID Bonds <ul style="list-style-type: none"> • Annual Installments paid to bond holders • Upfront money, <i>interest rates are lower due to tax exempt nature of bonds</i> • Bonds are secured solely from PID assessments • City does not have financial or moral obligation, City will have “headline risk” and must comply with bond covenants • City should be reimbursed if unable to issue bank qualified debt as a result of PID Bonds
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Comments:

Bond Requirements (Slide 10)

Should City set Bond Requirements?	Value to Lien Ratio <ul style="list-style-type: none"> • 3:1 requirement or dependent on credit • Minimum requirement per parcel • Mandatory prepayment requirement 	Developer Contribution <ul style="list-style-type: none"> • Cash • Letter of Credit • Bank Commitment • Or dependent on transaction 	Status of development may require the following: <ul style="list-style-type: none"> • Proceeds used for Construction • Acquire completed improvements • Require all improvement to be complete 	
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Comments:



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the January 2018 Departmental Reports.

BACKGROUND/SUMMARY:

- Development Services – Scott Dunlop
- Police – Chief Ryan Phipps
- Municipal Court – Sarah Friberg
- Public Works – Mike Tuley
- Finance – Lydia Collins

PRESENTATION: ☐ YES ☒ NO

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

January 2018 Departmental Reports

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve and accept the January 2018 Departmental Reports.

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

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

January 1 - 31, 2018

Description	Projects	Valuation	Fees	Detail
Commercial New	1	\$774,740.59	\$28,710.95	Frontier Bank
Commercial Sign	2	\$100.00	\$99.00	
Residential Deck/Patio	1	\$1,500.00	\$165.00	
Residential Electrical	2	\$29,510.00	\$214.00	
Residential Foundation Repair	2	\$23,891.00	\$194.00	
Residential Irrigation	2	\$5,100.00	\$214.00	
Residential Mechanical-HVAC	1	\$2,820.00	\$107.00	
Residential New	60	\$16,610,388.30	\$327,646.70	
Residential Plumbing	3	\$7,509.00	\$356.00	
Residential Remodel/Repair	1	\$50,000.00	\$759.00	
Totals	74	\$17,505,558.89	\$358,465.65	

Total Certificate of Occupancies Issued: 27

Total Inspections(Comm & Res): 1,273

Tom Bolt, City Manager

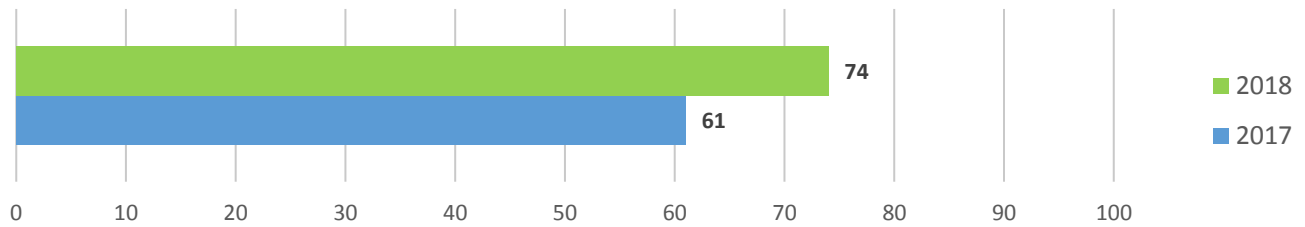




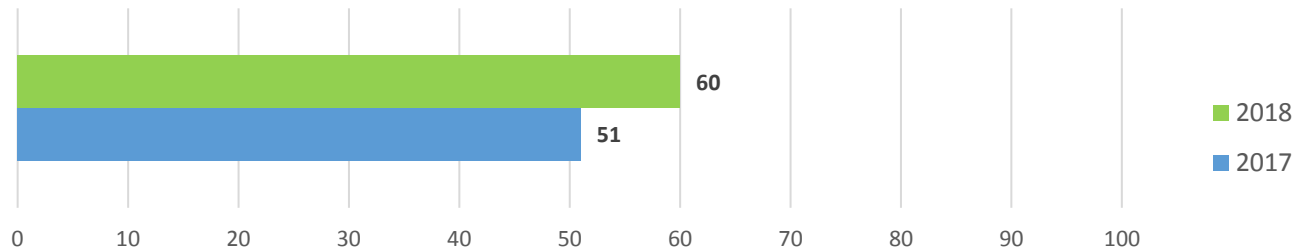
JANUARY 2018

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

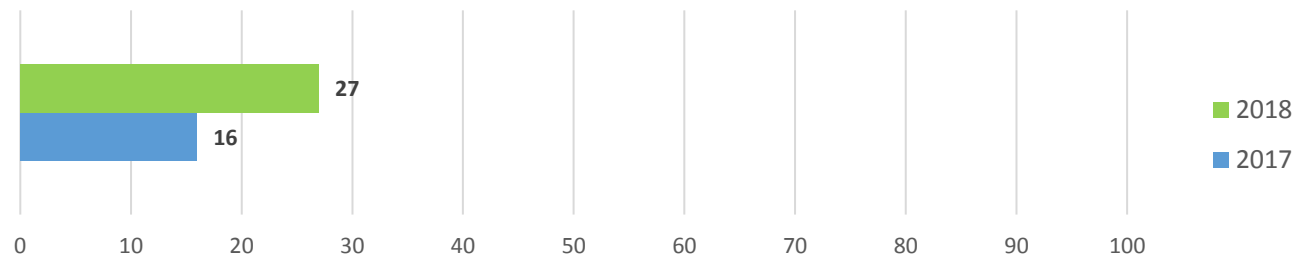
PERMITS ISSUED



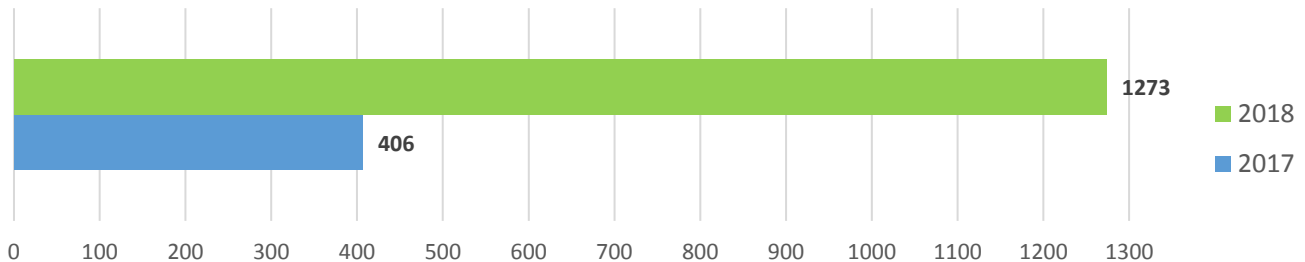
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS





Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 2/21/2018

January 2018

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1389	1623	14.4↓	Patrol Car Rental
Average CFS per day	44.8	52.3	14.3↓	Last Month \$705
Open Cases	17	32	46.8↓	YTD \$2,070
Charges Filed	51	48	6.2↑	
Alarm Responses	36	35	2.8↑	
Drug Cases	8	18	55.5↓	
Family Violence	7	4	75↑	
Arrests Fel/Misd	12Fel/Misd 21	11Fel/72Misd	9.0 Fel↑/70.8 Misd↓	
Animal Control	55	32	71.8↑	
Traffic Accidents	24	20	20↑	
DWI Arrests	7	7	no change	
Traffic Violations	522	808	35.3↓	
Ordinance Violations	73	7	942↑	
Siezuers	N/A	N/A	N/A	
Laboratory Submissions	5	7	28.5↓	

Notes:

Racial Profiling Report | Tier one

Agency Name:	Manor Police Department
Reporting Date:	02/12/2018
TCOLE Agency Number:	453211
Chief Administrator:	Chief Ryan S. Phipps
Agency Contact Information:	
Phone:	N/A
Email:	N/A
Mailing Address:	P.O. Box 317 Manor Texas 78653

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Manor Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Manor Police Department from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Manor Police Department if the individual believes that a peace officer employed by the Manor Police Department has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Manor Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Manor Police Department's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Chief Ryan S. Phipps

Chief Administrator

Manor Police Department

Date: 02/12/2018

Manor Police Department Motor Vehicle Racial Profiling Information

Total stops: 3464

Number of motor vehicle stops

Citation only: 3301

Arrest only: 0

Both: 163

Race or ethnicity

African: 875

Asian: 51

Caucasian: 862

Hispanic: 1653

Middle eastern: 7

Native american: 16

Was race known ethnicity known prior to stop?

Yes: 49

No: 3415

Was a search conducted

Yes: 449

No: 3015

Was search consented?

Yes: 54

No: 395

Submitted electronically to the



The Texas Commission on Law Enforcement

Manor, TX PD

Jan 1, 2017 - Dec 31, 2017

Racial Profile Tier 1 HB3389

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

Number of motor vehicle stops

163	CITATION AND ARREST
3301	CITATION ONLY
3464	Total

Race or Ethnicity:

875	African
51	Asian
862	Caucasian
1653	Hispanic
7	Middle Eastern
16	Native American
3464	Total

Race or Ethnicity known prior to stop?

49	Y
3415	N
3464	Total

Search conducted?

449	Y
3015	N
3464	Total

Was search consented?

54	Y
395	N

Manor, TX PD

Jan 1, 2017 - Dec 31, 2017

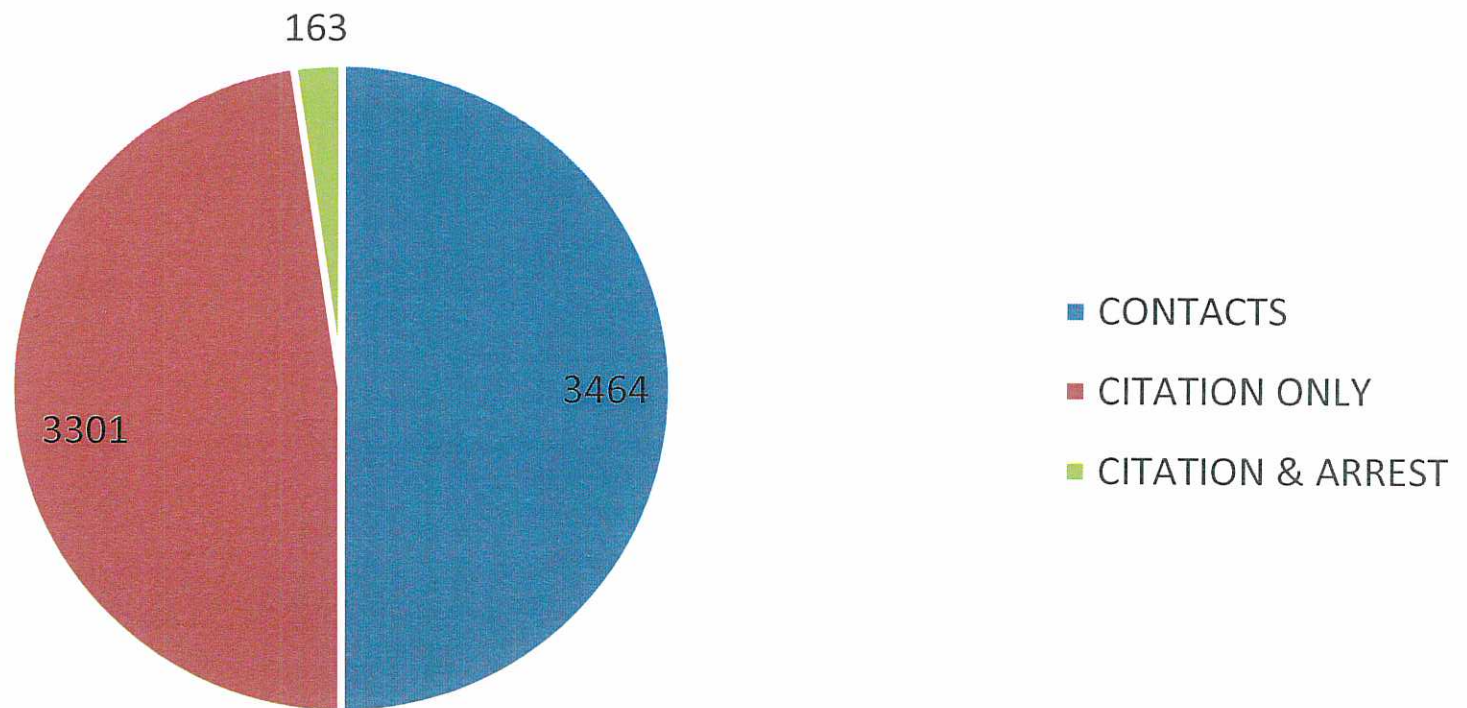
Racial Profile Tier 1 HB3389

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

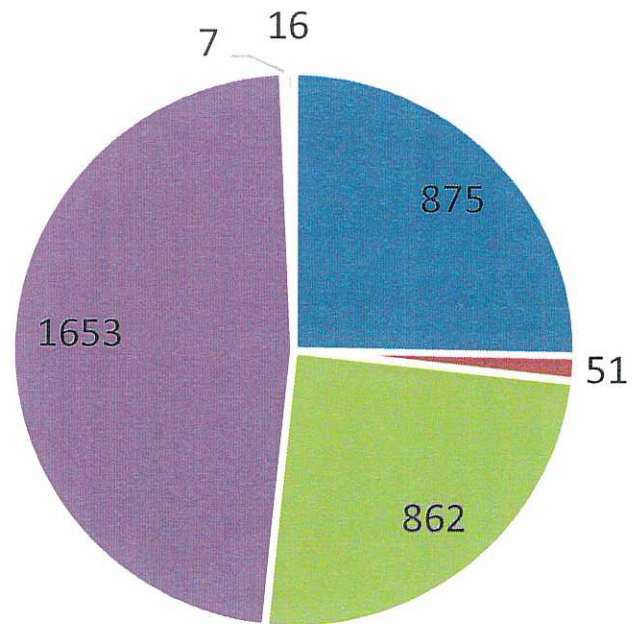
Was search consented?

449 Total

CONTACTS 2017

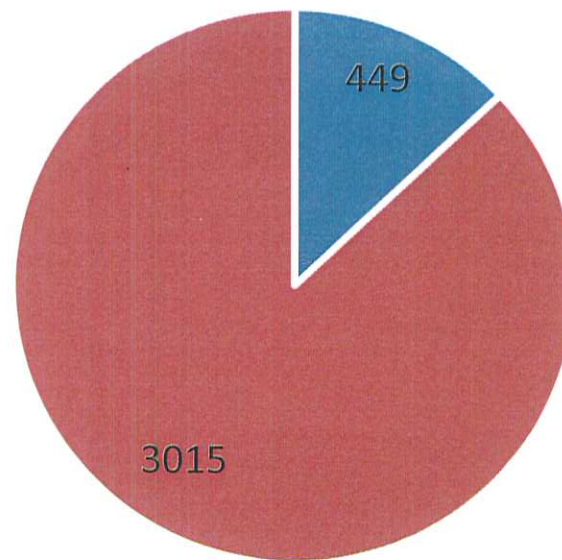


ETHNICITY 2017



■ African ■ Asian ■ Caucasian ■ Hispanic ■ Middle Eastern ■ Native American

SEARCH 2017



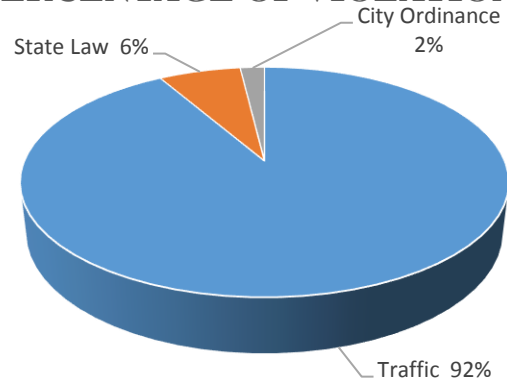
■ YES ■ NO

City of Manor Municipal Court

JANUARY 2018

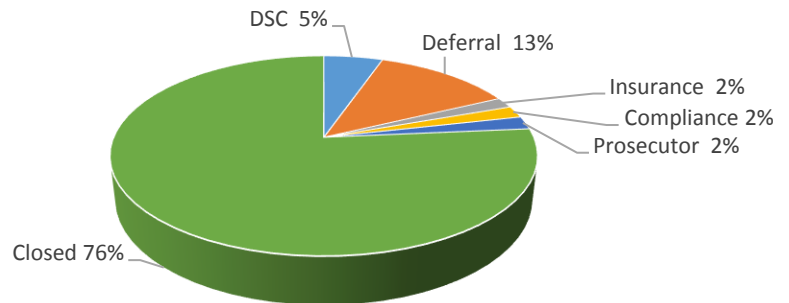
Violations Filed	Jan-18	Jan-17
Traffic	382	522
State Law	27	34
City Ord.	8	34
Total	417	590

PERCENTAGE OF VIOLATIONS



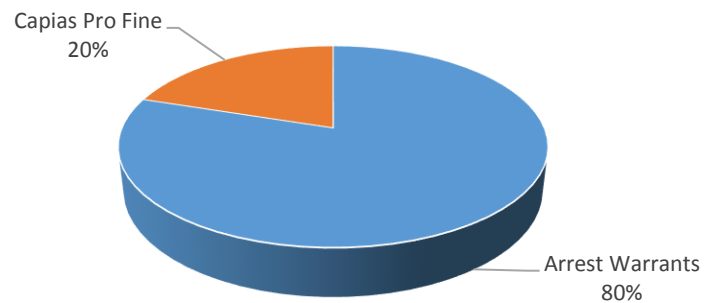
Dismissals	Jan-18	Jan-17
DSC	28	15
Deferral	66	46
Insurance	9	13
Compliance	10	30
Prosecutor	11	29
Closed	402	351
Total	526	484

PERCENTAGE OF DISMISSALS



Warrants	Jan-18	Jan-17
Arrest Warrants	136	151
Capias Pro Fine	34	11
Total	170	162

PERCENTAGE OF WARRANTS



Money Collected in January 2018

Kept By City	\$52,188.65
kept By State	\$28,716.52
Total	\$80,905.17

Money Collected in January 2017

Kept By City	\$38,139.94
Kept By State	\$20,573.53
Total	\$58,713.47



PUBLIC WORKS DEPARTMENT January Report

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

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

Water Production & Purchase

In the month of January 12 % of the water we supplied to our residents was from our wells, and we purchased 88 % from EPCOR and Manville WSC. In January, the estimated population of residents in the City of Manor is 10,405. The Estimated Population for ShadowGlen is 2,703 residents.

Subdivision Inspections

- Street Inspections- 3
- Water Inspections- 12
- Wastewater Inspections- 4



Streets and Parks Monthly Report January 2018

1/1/2018-1/31/2018 Daily Duties and Projects

1/2/2018- Everything put up must come down; that is Christmas decorations we are talking about. City staff removed all Christmas lights and decorations. All decorations are now in storage awaiting next year.

1/2/2018- During the winter months (when grass is not growing) the mowing staff will clean wooded areas where debris and trash has collected. 100 yards of debris has been removed so far from South Lampasas St. next to the rail road tracks. 40 more yards of debris will be removed to complete the project.

1/2/2018- A small drainage improvement on Ship Bell Cove was finally completed. Ship Bell Cove is located in Bell Farms subdivision. The drainage project including a 40' / 3' wide concrete trickle channel to allow the cove to drain correctly.

1/4/2018- City Staff installed 2 tons of hot mix asphalt on East Murray Ave. to correct a failure in the road.

1/9/2018- City Staff has now taken over Greenbury Park maintenance duties. With agreement from the HOA president, Greenbury agreed to purchase brand new metal with rubber coating picnic tables. With that agreement, City Staff installed concrete pads to give more of a professional look for the tables to sit on. The new tables look amazing! A big shout out to Jerome Williams for working with the City.

1/12/2018- City Staff cleaned the wooded area behind Thermal Mechanical. This location was collecting trash, unwanted vegetation and house hold items. A couch full of bees has halted the project. Once bees have been removed, the project will continue.

1/12/2018- City Staff has been maintaining all rye grass areas, twice per week to maintain the pristine look. This grass will only grow in the winter months and will keep facility grounds looking great during winter.

1/15/2018- City Staff prepared for a winter storm. 2000lbs of salt and 4000lbs of sand was spread on a majority of City owned streets for 2 straight days. The salt was used to melt the ice that had already accumulated, and the sand was used to prevent the ice from sticking. Great job to the staff.

1/17/2018- City Staff fertilize once a month to maintain the green in the grass. High nitrogen fertilizer is applied.



1/22/2018- City Staff installed a brand new double check backflow and isolation valve in Jennie Lane Park. This device is used to prevent the irrigation water to cross with the drinking water. The device will get inspected and last another 15 years.

1/25/2018- City Staff has been asked to assist on building a concrete slab and drainage system for the new dog kennels. It will be an 18'x13' slab and contain 4/ 8'x4' kennels.

1/26/2018- City Staff installed 1 ton of hot mix on South Caldwell St. due to road failure.

*The **mowing crew** who is comprised of 3 members are maintaining all City owned properties. (besides what the project crew maintains) The properties are cut every 2 weeks during the growing season. Mowing season will usually last from April through October. Schedules are due to change in hot summers.

*The **projects crew** is comprised of 2 members. They are responsible for maintaining Jennie Lane Park, City Hall, Police Department, Maintenance yard, Bell Farms Pond and Bell Farms Park. These properties are cut every week to maintain the pristine look.

Certifications and Classes

Anthony Valchar was sent to a 1-day Supervisor Refresher class in Austin. The class was a great refresher and allowed City Supervisors to touch up on the basics of being a supervisor and how to become a better leader.

Inspections /New subdivision Walkthroughs and Pre-con meetings

- **1/3/2018-** Staff inspected a 24" drain that was installed at our new Wendy's. The installation was successful.
- **1/5/2018-** Reviewed and walked final punch list at Presidential Heights Phase 2. The punch list was approved, and all items have been corrected.
- **1/1-1/31/2018** City Staff has been inspecting all new drainage coverts and ditches installed downtown. This will improve waterflow and benefit the streets integrity in the future.

Presidential Glen Phase 7

Monday January 29, 2018

Concrete scheduled @ 1030am with 85cy's for Machine Curb

Wednesday January 31, 2018

Concrete scheduled @ 930am with 95cy's for Machine Curb.



Water Monthly Report January 2018

For the month of January, the Water Department had 29 service calls, 6 repair jobs, 14 maintenance jobs, 12 inspections, replaced 56 old meters with digital read meters in the Greenbury subdivision and flushed all dead-end mains.

Service calls include: Low water pressure calls, meter leaks, frozen water pipes, line locates, brown water calls, disconnect water services, connect water services, and meter change outs.

Repair Calls:

200 West Wheeler- Repaired a 3/4 service line leak by JT,CD 1-5-18.
600 E. Browning - Repaired a broken 1" water service by FZ,RM,CD 1-9-18.
Lexington and Browning NE corner- Repaired a 1" service line by FZ,JN,TM 1-23-18.
109 W. Lane- Repaired a 3/4 service line break by JN,CD,FZ 1-31-18.
Clearwell - Repaired a 6"-inch leaking dresser coupling by RM,CD 1-3-18.
Eggleston and Lockhart St. SE corner- Repaired a 6" main break by JT,FZ,TM,JN 1-18-18.

Maintenance:

FM 973 and Lapoynor- Dropped 12" gate valve and mega lug kits for valve installation with Chasco Construction JT 1-3-18.
FM 973, Lapoynor, Lexington and Burton- Did a practice shut off on 1-3-18 so Chasco Construction can cut in 12" T and valve for Lagos Phase 1 subdivision on Tuesday 1-9-18 at 1 pm by JT,TM,JN,CD.
Bac T Samples- Took first set of 5 Bac T Samples and dropped off at Aqua Lab by RM,TM 1-8-18.
609 E. Browning- Called line locates for a small leak on 2" main in front of property by JT,RM 1-8-18.
FM 973, Lapoynor, Lexington and Burton- Shut off valves so Chasco construction can cut in 12" T and valve for Lagos Phase 1 subdivision at 1 pm by JT,TM 1-9-18.
502 East Eggleston- Called in locates to repair main break across street by RM 1-17-18.
Presidential Heights Phase 2 - Shut valve to hydrant so CRU Construction could make repairs to fire hydrant by RM 1-12-18.
Paseo de Presidente in Presidential Glen- Painted valve lids in street blue by TM,RM 1-11-18.
14025 Sherry Berry - Pulled cell phone out of storm drain that customer had dropped in by RM,TM 1-11-18.
Gilbert lane and Nez Perce Trace- Repaired a 12" main break by JT,FZ,RM,CD,TM 1-10-18.
600 E. Browning - Finished clean up and cover from main break by RM,CD 1-22-18.
Bac T Samples - Took second set of 5 Bac T samples and dropped off at Aqua Lab by RM 1-22-18.
Eggleston and Lockhart St. SE - Finished clean up and cover from main break by FZ,CD,TM 1-24-18.
Hwy 290 and Greg Manor North West Corner- Set temporary meter for AL Burleson Embree Group meter id-460652217 read-5358 by JT,FZ 1-25-18.

Inspections:

Lagos phase 1 - Bore for water main at 973 and Lapoynor by Chasco Construction JT,RM 1-4-18.
Lagos Phase 1 - Density test water and wastewater trenches by Chasco Construction JT 1-4-18, 1-5-18.
Lagos Phase 1 - FM 973 and Lapoynor- 12" valve and T for water main tie by Chasco Construction 1-9-18.
ShadowGlen - Misty Grove and Silent Falls at ShadowGlen trace new water main by JL Gray Construction by RM 1-18-18, JT 1-22-18, JT 1-23-18, JT 1-24-18, JT 1-25-18, JT 1-29-18, JT 1-30-18, JT,RM 1-31-18.



Wastewater Monthly Report January 2018

For the month of January, the Wastewater Department had 6 service calls, 2 repair jobs, 10 maintenance jobs and 4 inspections.

Service calls include: Sewer clog/backups, replacing broken clean out cap, and replacing lids.

Repair Calls:

12821 Doorbell- Replaced a broken clean out and lid by RM 1-3-18.

206 West Boyce St.- Repaired connection where City side meets customer side by FZ,TM,JN,CD 1-24-18.

Maintenance:

Carriage Hills Lift Station - Pumps would not start -found we needed to replace a burned-out phase monitor relay. (ordered 2 more for stock) by JT.

WWTP- Sand filter high level alarm- reset sand filter and cleaned sand filter by RM,CD 1-12-18.

WWTP- Blower number 2 - aeration chamber not getting air had to repair a leaking dresser coupling on blower number 2 by RM,FZ,CD 1-16-18.

Hwy 290 at Creek crossing manhole- Rehab the manhole and installed new bolts to lid by FZ,JN 1-18-18.

206 West Boyce St.- Called locates so we could repair wastewater service by RM 1-19-18.

WWTP- Repaired expansion joint on blower number 2 by FZ,JR,JN 1-22-18.

Presidential Glen Number 2 Lift Station - Added radiator coolant by RM 1-23-18.

WWTP - Blow center well out and clean out by RM,CD 1-25-18.

WWTP- Grease blower 1 and 2 by FZ,JR 1-29-18.

Clarifier drive at WWTP- Changed gear oil on clarifier drive by FZ,JN,CD,JR 1-31-18.

Inspections:

Stonewater North- (wastewater main and manholes for MISD) - Mandrels have been pulled and manholes have been coated by Austin Engineering inspected by JT,RM 1-5-18.

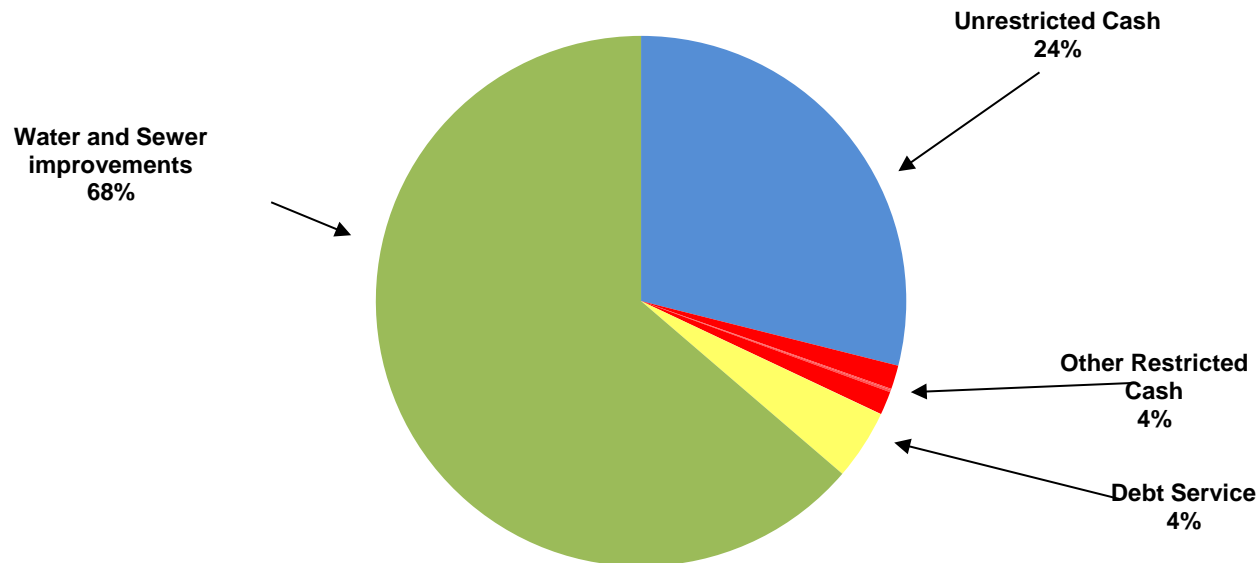
Stonewater Lift Station - Austin Engineering installed new generator and brought old to City yard by JT 1-9-18.

Lagos Phase 1 - Vacuumed test and pressure test wastewater main by Chasco by RM 1-8-18.

Lagos Phase 1 - Vacuumed test and pressure test wastewater main by Chasco by RM 1-9-18

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of January 2018**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$ 3,859,325	\$ 6,265,576			\$ 592,252	\$ 10,717,153
Restricted:						
Tourism				538,355		538,355
Court security and technology	29,829					29,829
Rose Hill PID				47,518		47,518
Customer Deposits		528,675				528,675
Park	8,547					8,547
Debt service			1,577,888			1,577,888
Capital Projects						
Water and sewer improvements		17,700,278		5,910,597		23,610,876
TOTAL CASH AND INVESTMENTS	\$ 3,897,701	\$ 24,494,529	\$ 1,577,888	\$ 6,496,470	\$ 592,252	\$ 37,058,841



Overview of funds:

\$ 74,043.24 sales tax collected
GF is in a favorable status.
UF is in a favorable status
DSF is in a favorable status
CIP Fund is in a favorable status

Allocation Historical Summary

Results

City of Manor

Authority Code: 2227034

Select a year ▼

2016

January	66,159.11
February	100,062.86
March	67,515.98
April	69,426.22
May	99,207.74
June	78,229.01
July	78,192.50
August	106,542.72
September	87,224.73
October	77,610.62
November	107,153.54
December	75,889.63
TOTAL	1,013,214.66

Allocation Historical Summary

Results

City of Manor

Authority Code: 2227034

Select a year ▼

2017

January	79,356.52
February	123,840.63
March	70,697.39
April	77,547.91
May	107,093.55
June	75,354.18
July	74,361.13
August	107,873.23
September	78,493.86
October	78,922.90
November	121,211.04
December	74,524.93
TOTAL	1,069,277.27



AGENDA ITEM NO. ³_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

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:

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



AGENDA ITEM NO. ⁴_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

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:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a agreement between the City of Manor and Iron Mountain Information Management, LLC for storage services.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Agreement
Iron Mountain Fees

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the agreement between the City of Manor and Iron Mountain Information Management, LLC for storage services.

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



IRON MOUNTAIN®

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

Address of Iron Mountain Branch/District Office:

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number: AF369

NAICS Code:

Branch/District Cost Ctr. No.:

Contract Effective Date: Feb 1, 2018

CUSTOMER: CITY OF MANOR			BILLING ADDRESS (If Different):		
Street Address: 201 E Parsons St			Street or Box No.:		
City: Manor	State: TX	Zip + 4: 78653	City:	State:	Zip + 4:
Primary Contact and Title: Lluva Tijerina			Billing Contact:		
Telephone: 512-512-8285 E-mail: ltijerina@ictyofmanor.org		Fax:	Telephone: E-mail:		Fax:

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

CUSTOMER:	IRON MOUNTAIN
Individual Signing: [print name]	Individual Signing: [print name]
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date:

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for three (3) years after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that IM continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from IM's facility, except that IM may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first 3 years of this Agreement, and may thereafter be changed at any time upon thirty (30) days' written notice. Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <http://cic.ironmountain.com/fuelsurcharge/>.
3. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases IM from all liability by reason of the destruction of materials pursuant to Customer's authorization.
4. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such costs in advance.
5. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
6. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
7. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
8. **Limitation of Liability.**
 - a. Liability for Loss or Damage to Deposits. IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided on the first page hereof. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
 - b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM's liability is limited as provided on the first page hereof. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM.

- c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
9. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
10. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer under state or federal law with respect to such records.
11. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
12. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.
13. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may require full payment in advance.
14. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) within sixty (60) days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for six (6) months or longer, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days' written notice to Customer; Customer shall pay IM's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
15. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within forty-five (45) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
16. **Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.
17. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
18. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Basic Terms and Conditions shall prevail as to the services covered thereby. This Agreement shall be governed by the laws of the state in which Customer's office identified in this Agreement is located except for conflicts of laws principles.

SCHEDULE A: PROGRAM PRICING SCHEDULE



RECORDS MANAGEMENT

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, LLC, (the “Company” or “Iron Mountain”) and City of Manor (the “Customer”).

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on the Schedule A will be charged at Iron Mountain’s then current rates.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain’s standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

CITY OF MANOR

District Name/Number: Multi-District | Customer ID: AF369
3 Year Term
Start: Feb-1-2018 – End: Jan-31-2021

IRON MOUNTAIN RECORDS MANAGEMENT

PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Years 1-3	Per
Carton Storage	\$.170	Cubic Foot
Carton Storage, New	\$.170	Cubic Foot
Receiving And Entering - Carton	\$ 1.26	Cubic Foot
Regular Retrieval - Carton	\$ 1.95	Cubic Foot
Regular Retrieval - File From Carton	\$ 2.57	File
Regular Refile - Carton	\$ 1.95	Cubic Foot
Regular Refile - File To Carton	\$ 2.57	File
Archival Destruction - Carton	\$ 2.92	CF plus Regular Retrieval Charge
Storage LF, Medical	\$ 1.04	Linear Foot
Open Shelf Storage (X-Ray)	\$ 1.56	Linear Foot
Receiving & Entering - Open Shelf File	\$ 6.25	Linear Foot
Regular Retrieval - File From Open Shelf	\$ 3.35	File
Regular Refile - File To Open Shelf	\$ 3.35	File
Archival Destruction - File From Open Shelf	\$ 3.20	File plus Regular Retrieval Charge
Next Day Delivery	\$ 16.82	Visit plus Handling Charge
Trip Charge, Pickup	\$ 16.89	Visit plus Handling Charge
Handling Charge	\$ 1.97	Cubic Foot
Trip Charge, Next Day, Zone 2	\$ 16.82	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$ 16.82	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$ 16.82	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$ 16.82	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$ 16.82	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$ 16.89	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$ 16.89	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$ 16.89	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$ 16.89	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$ 16.89	Visit plus Handling Charge

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Years 1-3	Per
Archival Destruction - File from Carton	\$ 2.92	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$ 1.39	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$ 1.39	CF plus Regular Retrieval Charge
Permanent Withdrawal - File From Open Shelf	\$ 3.20	File plus Regular Retrieval Charge
Rush Retrieval - Carton	\$ 3.90	Cubic Foot
Rush Retrieval - File from Carton	\$ 5.56	File
Regular Interfile - Carton	\$ 4.24	Each
Rush Retrieval - File from Open Shelf	\$ 6.75	File
Regular Interfile - Open Shelf	\$ 5.20	Each
Half Day Delivery	\$ 33.66	Visit plus Handling Charge
Rush Delivery - Business Day	\$ 67.31	Visit plus Handling Charge
Rush Pickup - Business Day	\$ 67.31	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$ 124.3	Visit plus Handling Charge
Miscellaneous Services - Labor	\$ 58.00	Hour
Re-boxing Charge	\$ 6.20	Labor Plus New Carton

Other Program Fees (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Years 1-3	Per
Administrative Fee (Summary Billing)	Waived	Account ID per Month
Administrative Fee (Detailed Billing)	Waived	Account ID per Month
Fuel Surcharge	*	Transportation Visit

Note: Minimum Storage accounts are not charged a monthly Administrative Fee.

***Note:** A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at <http://cic.ironmountain.com/FuelSurcharge>

Custom Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Years 1-3	Per
Outside Courier/Customer Representative Handling	Waived	Transportation Visit
Storage Minimum	Waived	Account ID per Month
Minimum Service Order Charge	Waived	Order
Individual List/Indexing	\$.330	File
Open Shelf - Individual Listing	\$.650	File
RFID Z Label	\$.060	Each
RFID T Label	\$.060	Each
Standard Letter/Legal	\$ 2.05	Each
#251 Std Attached Lid	\$ 2.75	Each
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$.250	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$ 25.00	Order
Image on Demand – Hourly Labor	\$ 62.64	Hour

Custom Storage and Services (SEE: <http://cic.ironmountain.com/records/glossary/FOR SERVICE DEFINITIONS>)

Description	Years 1-3	Per
Image on Demand Professional Services	\$ 278.50	Hour
Professional Services	\$ 278.50	Hour

Note: Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand – Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.com/records/glossary>), then custom services are available and must be described in an agreed upon statement of work

ADDITIONAL DEAL TERMS



Deal Term	Details
Multi-year Pricing	The pricing offered in this Schedule A for each year of the agreement has been outlined above. Upon anniversary date Iron Mountain will automatically apply pricing for the new year as outlined above.

Approved as to Form and Pricing Content:

Iron Mountain Sales Support and Price Desk

Marta Lia

Created by: DHan

Date: 01/19/18

TRANSPORTATION SERVICES



PICKUP & DELIVERY

NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

HALF DAY DELIVERY

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

RUSH DELIVERY, BUSINESS DAY

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS

Delivery within 4 hours of placement of Order.

REGULAR PICKUP

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

RUSH PICKUP, BUSINESS DAY

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

RECORDS MANAGEMENT – STANDARD IMAGE ON DEMAND (IOD)



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.
- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.
- If the customer's requirements differ from those described in this Schedule A or the description contained in "Image on Demand – Overview" within the glossary of the Customer Information Center (<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain's current photocopy rate.

Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer's existing rates. All other services, not specifically listed herein or quoted on a separate Schedule A, will be charged at Iron Mountain's then current rates.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a contract between the City of Manor and Pitney Bowes for postage services.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

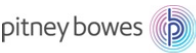
ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

contract

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the contract between the City of Manor and Pitney Bowes for postage services.

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



State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee Tax ID # (FEIN/TIN)

City Of Manor

Sold-To: Address

201 E Parsons St, Manor, TX, 78653-4785, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Lydia Collins	5122158292	0018233908

Bill-To: Address

201 E Parsons St, Manor, TX, 78653-4785, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Lydia Collins	5122158292	0018233908	lcollins@cityofmanor.org

Ship-To: Address

201 E Parsons St, Manor, TX, 78653-4785, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Lydia Collins	5122158292	0018233908

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	DM125	DM125 Digital Mailing System
1	1FAB	Dept Accounting Enabler (5 Accts)
1	1FAC	Basic Accounting (10 Dept)
1	1FS4	USPS Special Services
1	7PR0	DM125 US Meter Subscription
1	F9DA	USPS Special Services Training
1	F9DD	USPS Special Services Welcome Kit
1	F9DX	CONF SV WELCOME KIT DM100
1	F9SJ	F9SJ Profession Install DM100i/DM125
1	MPC4	MPC4 Integrate Weigh Platform DM125
1	PR00	PR00- Meter for DM125 / DM225
1	PRM1	PRM1 - Moistener for DM125

1	PRW5	PRW5 - 5 lb. Integrated Weighing
1	SBRP	SBRP - DM125 Digital Mailing System
1	SJ15	SoftGuard for DM100i/DM125
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM125 Digital Mailing System)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 61.24	\$ 183.72

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states/buyboard and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

496-15
State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information	
Christopher Keyworth	christopher.keyworth@pb.com
Account Rep Name	Email Address



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Ryan Phipps, Chief of Police

DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Article 5.04, Chapter 5 of the Manor Code of Ordinances regarding the possession, manufacture, assembly, storage, and ignition of fireworks within the City.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Ordinance 504

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 504 amending Article 5.04, Chapter 5 of the Manor Code of Ordinances regarding the possession, manufacture, assembly, storage, and ignition of fireworks within the City.

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

ORDINANCE NO. 504

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ARTICLE 5.04, CHAPTER 5 OF THE MANOR CODE OF ORDINANCES REGARDING THE POSSESSION, MANUFACTURE, ASSEMBLY, STORAGE, AND IGNITION OF FIREWORKS WITHIN THE CITY; DECLARING A PUBLIC NUISANCE; PROVIDING EXCEPTIONS; PROVIDING FOR PERMITTING FIREWORKS DISPLAYS; PROVIDING A PENALTY; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the "City") is a home-rule City authorized to regulate nuisances within the City limits and within 5,000 feet of the City limits (the "City Jurisdiction");

WHEREAS, the possession, manufacture, assembly, or storage of fireworks within the City limits will constitute a nuisance and be a threat to the public health and safety of the citizens and property of the residents;

WHEREAS, the ignition of fireworks within the City Jurisdiction will constitute a nuisance and be a threat to the public health and safety of the citizens and property of the residents; and

WHEREAS, the regulation of fireworks within the City Jurisdiction will serve the public purposes by preventing fires and injuries;

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment of Article 5.04, Section 5.04.003. Chapter 5, Fire Prevention and Protection, Article 5.04, Fireworks, Section 5.04.003 of the Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 5.04.003 Declaration of nuisance; enforcement. The presence of any fireworks within the City limits or within 5,000 feet of the City limits in violation of this article is declared to be a common and public nuisance.

- (a) The Fire Marshal is directed and required to seize and cause to be safely destroyed any fireworks, except for packaged, unopened fireworks, found within the City limits in violation of this article, and the Fire Marshal or any peace officer of the City or any other peace officer is empowered to close any building where any fireworks are found stored illegally until the Fire Marshal can be notified in order that said fireworks may be seized and destroyed in accordance with the terms of this article.

- (b) Notwithstanding any penal provision of this article, the City Attorney is authorized to file suit on behalf of the City or the Fire Marshal or both for injunctive relief as may be necessary to prevent unlawful storage or keeping of fireworks within the City limits, and to prevent any unlawful use of fireworks within the City Jurisdiction. The City Attorney is authorized to aid the Fire Marshal in the discharge of his or her duties and to particularly prevent any person from interfering with the seizure and destruction of such fireworks, but it shall not be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction.
- (c) The Fire Marshal is authorized to enter any commercial, retail, or manufacturing building or establishment where the unlawful presence of fireworks is suspected in order to inspect the same for the presence of such fireworks.
- (d) Provided, properties annexed into the City Jurisdiction for which an exception was granted within the service plan or annexation article for existing fireworks stands to continue to operate as non-conforming uses may continue to sell and operate a firework stand during the period of time specifically recognized in the service plan and/or annexation article, but not longer.

Section 3. **Amendment of Article 5.04, Section 5.04.004.** Chapter 5, Fire Prevention and Protection, Article 5.04, Fireworks, Section 5.04.004 of the Manor Code of Ordinances is hereby amended by amending subsection (3) in its entirety to read as follows:

Sec. 5.04.004 Exceptions

This article does not apply to:

(3) Fireworks being transported through the city, unless the fireworks are located in the passenger area of a motor vehicle.

Section 4. **Amendment of Article 5.04, Section 5.04.004.** Chapter 5, Fire Prevention and Protection, Article 5.04, Fireworks, Section 5.04.004 of the Manor Code of Ordinances is hereby amended by adding subsection (6) to read as follows:

Sec. 5.04.004 Exceptions

This article does not apply to:

(6) The sale of fireworks, or the possession of fireworks with the intent to sell, outside the City limits.

Section 5. Amendment of Article 5.04, Section 5.04.005. Chapter 5, Fire Prevention and Protection, Article 5.04, Fireworks, Section 5.04.005 of the Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 5.04.005 Permitting of fireworks displays

- (a) Any person, company or other entity desiring to ignite fireworks in a controlled display must file an application with the Development Services Department at least thirty (30) days prior to the proposed display along with an application fee as set forth in the fee schedule in appendix A of this code. The applicant must identify:
 - (1) The exact location upon which the display is intended to be held;
 - (2) The date and time the display is proposed to be ignited;
 - (3) The estimated duration of the display;
 - (4) The types of fireworks to be ignited;
 - (5) The proposed trajectory and landing site of all fireworks that will be airborne;
 - (6) Identify the persons to transport the fireworks and the location, including duration, for which the fireworks are to be stored; and
 - (7) Provide a safety plan for fire prevention and for the safety of persons and property at or near the display. The Fire Marshall shall review the application.
- (b) With the recommendation of the Fire Marshall and the Chief of Police, the City may issue a permit for controlled displays of fireworks. The permitted fireworks display may only be ignited as provided in the application and any restrictions added in the permit. At the time of the display, the Fire Marshall may require that a Fire Department be on standby at the site. As a requirement of the permit, the permittee may be charged a reasonable cost for the Fire Department's being on standby status for the display.
- (c) The City, its agents, assigns, and contractors, may sponsor City fireworks displays with the express authorization of a majority vote of the City Council. The Fire Marshall shall be notified of all City fireworks displays and shall review the proposed ignition site, the proposed trajectory and landing site for all fireworks displays and make recommendations or proposals for any changes. The City sponsored fireworks displays shall be exempt from the permit requirements. The Fire Marshall shall be notified of the location for storage of fireworks.

- (d) All fireworks displays shall be operated and supervised by a person qualified in pyrotechnic displays. All applications for permits must include the name and qualifications of the person to operate and supervise the fireworks display. Permits that are issued shall name the person to operate and supervise the fireworks display.
- (e) The City reserves the right to deny any application. The City reserves the right, with or without notice, to revoke any fireworks permit. All permits shall expire, and no longer be valid, immediately after the permitted fireworks display was to occur. The City's granting of a permit does not authorize fireworks displays if a burn ban is in effect on the date the display is to occur.
- (f) Only those persons issued a valid permit shall be permitted to store or ignite fireworks in compliance with a valid permit.
- (g) The applicant for a permit shall remain fully responsible for any and all damage or injuries resulting from any use, storage, transportation, ignition, or other similar activity. The applicant is responsible for ensuring adequate insurance and premise insurance for the protection against personal or property damage.

Section 6. **Amendment of Article 5.04, Section 5.04.006.** Chapter 5, Fire Prevention and Protection, Article 5.04, Fireworks, Section 5.04.006 of the Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 5.04.006 Penalty

- (a) Any person who violates any of the provisions of this Article shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed \$2,000.00.
- (b) Any person who knowingly manufactures, assembles or stores, receives, keeps, sells, offers for sale or has in his or her possession, or allows a minor to have in his or her possession, any firework within the City limits without a valid permit or other applicable exception, shall be fined an amount not less than \$500.00 and not more than \$2,000.00 for each offense. If the fireworks are separately wrapped or packaged, doing any act prohibited by or omitting to do any act required by this Article shall be a separate offense as to each such separately wrapped or separately packaged firework. Each day that a violation of this article continues with respect to any package of fireworks constitutes a separate offense. Failure to seize the fireworks shall not constitute consent to retain the fireworks in the City.

- (c) Any person who knowingly uses, discharges, causes to be discharged, ignites, detonates, fires or otherwise sets in action any fireworks without a permit as provided herein, in violation of the provisions of this Article is guilty of a separate offense for each act prohibited by this Article. Upon conviction for the first offense the offender shall be fined an amount not to exceed \$500.00. For each subsequent conviction, within a two-year period, the offender shall be fined an amount not less than \$500.00 and not more than \$2,000.00 for each offense.

Section 7. **Conflicting Ordinances.** Article 5.04, Sections 5.04.003, 5.04.004, 5.04.005, and 5.04.006, Chapter 5, Manor Code of Ordinances, are amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 8. **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 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 to be severable.

Section 9. **Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting possession, manufacture, assembly, storage, or ignition of fireworks within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 10. **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 11. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED this 21st day of February 2018.

THE CITY OF MANOR, TEXAS

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina
City Secretary



AGENDA ITEM NO. ⁸_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance establishing a maximum prima facie speed limit on FM 973 within the City limits of the City of Manor.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Ordinance 510

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 510 for traffic and rate of speed therein, on FM 973 in the City limits of the City of Manor.

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

ORDINANCE NO. 510

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ESTABLISHING A MAXIMUM PRIMA FACIE SPEED LIMIT ON FM 973 WITHIN THE CITY LIMITS OF THE CITY OF MANOR, TEXAS; ESTABLISHING A PENALTY; PROVIDING SEVERABILITY, SAVINGS, OPEN MEETINGS, AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the "City") is a home-rule City authorized to regulate the maximum prima facie speed limits of roads within the City pursuant to Section 542.202, Texas Transportation Code; and

WHEREAS, it has been determined, upon the basis of an Engineering and Traffic investigation, that the prima facie maximum speed limit on portions of FM 973 should be reduced.

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Prima Facie Speed Limit. It is hereby determined that the prima facie maximum speed limit on those portions of FM 973 routed in the City, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared, to wit:

FOR NORTHBOUND TRAFFIC

From 710 feet south of Murchison Lane at mile point 0.774 to 248 feet south of Brenham Street at mile point 0.286, a distance of 0.488 miles, a prima facie maximum speed limit of 50 miles per hour.

FOR SOUTHBOUND TRAFFIC

From 248 feet south of Brenham Street at mile point 0.286 to 710 feet south of Murchison Lane at mile point 0.774, a distance of 0.488 miles, a prima facie maximum speed limit of 50 miles per hour.

Section 3. Penalty. The operating of any motor vehicle on or along any portion of FM 973, within the jurisdictional limits of the City, at a rate of speed that is greater than the prima facie maximum rate of speed, as established by this ordinance, shall be guilty of a misdemeanor punishable by a fine in the amount of two hundred dollars (\$200.00).

Section 4. **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 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 to be severable.

Section 5. **Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all violations for exceeding the maximum prima facie speed limit for FM 973 within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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 Texas Local Government Code.

PASSED AND APPROVED this 21st day of February 2018.

THE CITY OF MANOR, TEXAS

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 13 Utilities, Article 13.01 to add provisions for underground utilities.

BACKGROUND/SUMMARY:

- Our development standards do not directly state that new utilities must be underground. All of the new development has done this voluntarily, but there could be an time when a developer proposes over-head utilities and without language preventing it the city would have to accept them.
- We have met with Bluebonnet and are drafting revised language which will be presented to Oncor for further review.
- Additionally, these standards help the city score high enough to be designated as a scenic city through the Scenic Texas Program.

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 postpone an ordinance amending the Manor Code of Ordinances, Chapter 13 Utilities, Article 13.01 to add provisions for underground utilities to the March 7th Council meeting.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance amending Manor Code of Ordinances Chapter 14 Zoning to amend Definitions; Amendments; Handicapped Parking Requirements; C-1 Light Commercial permitted uses and conditions and limitations; C-2 Medium Commercial permitted uses and conditions and limitations; C-3 Heavy Commercial permitted uses and conditions and limitations; Construction Plan application requirements; Open Space lot coverage requirements; R-1 Single Family permitted and conditional uses; R-2 Single Family permitted and conditional uses; and Downtown Business District permitted and conditional uses.

BACKGROUND/SUMMARY:

This amendment revises and/or removes definitions, reduces the building coverage on lots zoned open space, updated handicapped parking requirements, adds Bed and Breakfast as conditional uses in R-1 and R-2, revises some of the uses in C-1, C-2, C-3, and DBD, adds an expiration for Construction Plan applications, and requires a super majority of City Council to override a Planning Commission recommendation.

PRESENTATION: ☐ YES ☒ NO

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

Zoning Ordinance

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of ordinance amending Manor Code of Ordinances Chapter 14.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING MANOR CODE OF ORDINANCES CHAPTER 14 ZONING BY MODIFYING DEFINITIONS; OPEN SPACE LOT COVERAGE; HANDICAPPED PARKING REQUIREMENTS; R-1 SINGLE FAMILY PERMITTED AND CONDITIONAL USES; R-2 SINGLE FAMILY PERMITTED AND CONDITIONAL USES; C-1 LIGHT COMMERCIAL PERMITTED USES AND CONDITIONS AND LIMITATIONS; C-2 MEDIUM COMMERCIAL PERMITTED USES AND CONDITIONS AND LIMITATIONS; C-3 HEAVY COMMERCIAL PERMITTED USES AND CONDITIONS AND LIMITATIONS; DB DOWNTOWN BUSINESS DISTRICT PERMITTED AND CONDITIONAL USES; CONSTRUCTION PLAN APPLICATION REQUIREMENTS; AND AMENDMENTS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN OPEN MEETINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, it is appropriate for the City to add and modify ordinances to better provide an attractive living environment and to protect the health, safety, morals, and welfare of the present and future residents of the City; and

WHEREAS, the City Council of the City of Manor desires to provide that an affirmative vote of at least three-fourths of all members of the City Council is required to overrule certain recommendations by the City's Planning and Zoning Commission pursuant to Section 211.006(f), Texas Local Government Code; and

WHEREAS, the City Council, after receiving a recommendation from the Planning and Zoning Commission and holding public meetings, has determined that it is appropriate for the City to adopt modified definitions; open space general requirements; handicapped parking requirements; permitted and conditional uses for R-1 Single Family, R-2 Single Family; permitted uses and conditions and limitations for C-1 Light Commercial, C-2 Medium Commercial, C-3 Heavy Commercial, DB Downtown Business District; construction plan application requirements; and amendments;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Amendment to Chapter 14, Article I, Section 5 Definitions. Section 5 of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended to repeal the definition for "Retirement Housing"

Section 3. Amendment to Chapter 14, Article I, Section 5 Definitions. Section 5 of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended to add the definition of “Sidewalk” immediately following the definition of “Shrub” as follows:

Sidewalk means that portion of a street between the curbline and the adjacent property line intended for the use of pedestrians.

Section 4. Amendment to Chapter 14, Article I, Section 5 Definitions. Section 5 of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended to repeal and replace the definition for “Structure” as follows:

Structure means any building or anything constructed or erected on the ground or which is attached to something located on the ground. Structures include, but are not limited to, buildings, telecommunication towers, sheds, and permanent signs. Sidewalks, paving and parking areas shall not be considered structures.

Section 5. Amendment to Chapter 14, Article II, Section 20(k) Lot Coverage Chart
2. Section 20(k) Chart 2 of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Chart 2

District	Maximum Lot Coverage Main Building(s)	Maximum Lot Coverage Main Building and All Accessory Buildings
R-1, R-2, R-3, R-4	40%	50%
M-1, M-2, A	50%	60%
C-1, C-2, C-3, GO	60%	70%
IN-1, IN-2	50%	60%
PUD	40%	50%
DBD	95%	95%
NB	45%	55%
OS	20%	30%

Open off-street parking and loading areas will not be considered as lot coverage under this subsection

Section 6. Amendment to Chapter 14, Article II, Section 20(m)(ii) Handicap Parking. Section 20(m)(ii) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

(ii) Handicap Parking. The location and design of handicapped parking spaces shall be as required by ordinance and state and federal law including, but not limited to, current ADA Standards for Accessible Design.

Section 7. Amendment to Chapter 14, Article II, Section 25(d) Conditional Uses.

Section 25(d) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended to add subsection (iii) as follows:

- (iii) Bed and Breakfast

Section 8. Amendment to Chapter 14, Article II, Section 26(d) Conditional Uses.

Section 26(d) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended to add subsection (iii) as follows:

- (iii) Bed and Breakfast

Section 9. Amendment of Chapter 14, Article II, Section 43(a) Purpose, Permitted Uses, Conditional Uses. Section 43(a) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

- (a) Purpose, Permitted Uses, Conditional Uses. This district allows a mix of commercial uses including retail, office, light commercial, and similar uses excluding residential and multifamily. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added on-site, including the sale of goods and services outside the primary structure as customary with the uses specifically listed, and the following, with permitted uses in the C-1 district noted with a “P” and conditional uses with a “C.”

LIGHT COMMERCIAL C-1

Art Gallery	P
Art Workshop	P
Bed & Breakfast	P
Business and Trade Schools	P
Club or Lodge	P
Cocktail Lounge	P
College or University Facilities	P
Commercial Off-Street Parking	P
Community Events	P
Community Recreation	P
Consumer Convenience Services	P
Consumer Repair Services	P

Counseling Services	P
Financial Services	P
Florist - no greenhouse	P
Food Court Establishment	C
Food Preparation less than 2,500 sq. ft. GFA	P
Food Sales	P
Funeral Services not including crematory services	P
Game Rooms	C
General Retail Sales	P
Hotel & Motel	P
Indoor Entertainment	P
Indoor Sports and Recreation	P
Laundry Services	P
Liquor Sales	P
Monument Retail Sales	P
Off-Site Accessory Parking	P
Personal Improvement Services	P
Personal Services	P
Pet Services	P
Postal Facilities	P
Printing and Publishing	P
Private Primary and Secondary Educational Facilities	P
Public Primary and Secondary Educational Facilities	P
Religious Assembly	P
Restaurant	P
Restaurant with Drive Through	P
Safety Services	P
Service Station	C
Theater	P
Transportation Services	P

All Other Civic Uses	P
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Section 10. Amendment to Chapter 14, Article II, Section 44(a) Permitted and Conditional Uses. Section 44(a) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

(a) Permitted and Conditional Uses. The following chart indicates permitted uses in the C-2 districts with a “P” and conditional uses with a “C”.

MEDIUM COMMERCIAL C-2

Art Gallery	P
Art Workshop	P
Automotive Rental	P
Automotive Repair Services	P
Automotive Sales	P
Automotive Washing	P
Aviation Services	P
Bail Bond Services	P
Building Maintenance Services	P
Business and Trade Schools	P
Camp	P
Campground	P
Carriage Stable	P
Cemetery	P
Club or Lodge	P
Cocktail Lounge	P
College or University Facilities	P
Commercial Blood Plasma Center	C
Commercial Off-Street Parking	P
Communication Service Facilities	P
Communication Services	P
Community Events	P

Community Recreation	P
Construction Sales and Services	P
Consumer Convenience Services	P
Consumer Repair Services	P
Convenience Storage	P
Counseling Services	P
Cultural Services	P
Day Care Services	P
Employee Recreation	P
Financial Services	P
Florist	P
Food Court Establishment	C
Food Preparation less than 5,000 sq. ft. GFA	P
Food Sales	P
Funeral Services	P
Game Rooms	P
General Retail Sales	P
Hotel & Motel	P
Indoor Entertainment	P
Indoor Sports and Recreation	P
Kennels	P
Laundry Services	P
Liquor Sales	P
Local Utility Services	P
Marina	P
Monument Retail Sales	P
Off-Site Accessory Parking	P
Outdoor Entertainment	P
Outdoor Sports and Recreation	P
Park and Recreation Facilities	P

Pawnshop Services	C
Personal Improvement Services	P
Personal Services	P
Pet Services	P
Plant Nursery	P
Postal Facilities	P
Printing and Publishing	P
Private Primary and Secondary Educational Facilities	P
Public Primary and Secondary Educational Facilities	P
Recreational Equipment Sales	P
Religious Assembly	P
Restaurant	P
Restaurant with Drive-Through	P
Safety Services	P
Service Station	P
Theater	P
Transportation Services	P
Veterinary Services	P
All Other Civic Uses	P

Section 11. Amendment to Chapter 14, Article II, Section 44(b)(i) Conditions and Limitations. Section 44(b)(i) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

- (i) That it be conducted primarily within an enclosed building or screened area, except for customary outdoor activities for the specific use listed on an area that is improved with concrete, asphalt pavement or other all-weather surface and that is suitably landscaped, screened, or fenced.

Section 12. Amendment to Chapter 14, Article II, Section 45(b) Permitted and Conditional Uses. Section 45(b) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

- (b) Permitted and Conditional Uses: Permitted uses in the C-3 district noted with a “P” and conditional uses with a “C”.

HEAVY COMMERCIAL C-3

Agricultural Sales and Services	P
Art Workshop	P
Automotive Rental	P
Automotive Repair Services	P
Automotive Sales	P
Automotive Washing	P
Aviation Services	P
Building Maintenance Services	P
Business and Trade Schools	P
Camp	P
Campground	P
Carriage Stable	P
Cemetery	P
Club or Lodge	P
Cocktail Lounge	P
College or University Facilities	P
Commercial Blood Plasma Center	P
Commercial Off-Street Parking	P
Communication Service Facilities	P
Community Events	P
Community Recreation	P
Construction Sales and Services	P
Convenience Storage	P
Convention Center	P
Counseling Services	P
Cultural Services	P
Custom Manufacturing	P
Day-care Services	C
Detention Facilities	P

Drop-off Recycling Collection Facility	P
Electronic Prototype Assembly	P
Electronic Testing	P
Employee Recreation	P
Equipment Repair Services	P
Equipment Sales	P
Exterminating Services	P
Florist	P
Food Court Establishment	C
Food Preparation	P
Food Sales	P
Funeral Services	P
Game Rooms	P
General Retail Sales	P
General Warehousing and Distribution	P
Indoor Entertainment	P
Indoor Sports and Recreation	P
Kennels	P
Laundry Services	P
Light Manufacturing	P
Liquor Sales	P
Limited Warehousing and Distribution	P
Local Utility Services	P
Maintenance and Service Facilities	P
Major Public Facilities	P
Major Utility Facilities	P
Marina	P
Military Installations	P
Monument Retail Sales	P
Off-Site Accessory Parking	P

Outdoor Entertainment	P
Outdoor Sports and Recreation	P
Park and Recreation Facilities	P
Pawnshop Services	P
Pet Services	P
Plant Nursery	P
Postal Facilities	P
Printing and Publishing	P
Railroad Facilities	P
Recreational Equipment Maintenance & Storage	P
Recreational Equipment Sales	P
Religious Assembly	P
Research Assembly Services (general)	P
Research Services (general)	P
Research Testing Services (general)	P
Research Warehousing Services (general)	P
Restaurant	P
Restaurant with Drive Through	P
Safety Services	P
Scrap and Salvage	P
Service Station	P
Sexually Oriented Business	C
Software Development	P
Stables	P
Telecommunication Tower	P
Theater	P
Transportation Services	P
Transportation Terminal	P
Vehicle Storage	P
Veterinary Services	P

All Other Civic Uses	C
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Section 13. Amendment to Chapter 14, Article II, Section 52(b) Permitted and Conditional Uses. Section 52(b) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

(b) Permitted and Conditional Uses. The following chart indicates permitted uses with a “P”, conditional uses with a “C” and permitted uses as part of a mixed-use building with a “P*”

DOWNTOWN BUSINESS DISTRICT DBD

Administrative Offices	P
Administrative Services	P
Art Gallery	P
Art Workshop	P
Bed & Breakfast	P
Business and Trade Schools	P
Cocktail Lounge	P
Commercial Off-Street Parking	P
Communication Services	P
Communication Services Facilities	P
Community Events	P
Condominium Residential	P*
Consumer Convenience Services	P
Consumer Repair Services	P
Counseling Services	P
Cultural Services	P
Financial Services	P
Florist, no greenhouse	P
Food Preparation less than 5,000 sq. ft. GFA	P
Food Sales	P
Funeral Services not including crematory services	P
General Retail Sales	P

Hotel & Motel	P
Indoor Entertainment	P
Laundry Services	P
Liquor Sales	P
Medical Offices	P
Multifamily Residential	P*
Off-Site Accessory Parking	P
Personal Improvement Services	P
Personal Services	P
Pet Services	P
Postal Facilities	P
Printing and Publishing	P
Private Primary and Secondary Educational Facilities	C
Professional Office	P
Public Primary and Secondary Educational Facilities	C
Religious Assembly	P
Restaurant	P
Theater	P
Transportation Terminal	P
All Other Civic Uses	P

Section 14. Amendment to Chapter 14, Article III, Section 60(d)(iv) Procedure.
Section 60(d)(iv) of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

(iv) Construction Plans may be rejected at any time subsequent to submittal and prior to final approval for failure to meet the minimum informational requirements of this Ordinance. If, in the judgment of City staff, the Construction Plan submittal substantially fails to meet the minimal informational requirements as outlined above the Construction Plan shall be deemed denied. The developer shall have up to sixty days from the date the Construction Plan is deemed denied to remedy all deficiencies or the Construction Plan shall be rejected for filing and new filing fees will be required for subsequent submittals.

Section 15. **Amendment to Chapter 14, Article IV, Section 76 Amendments.** Section 76 of Exhibit A, Section 14.02.001 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Section 76. Amendments to zoning regulations, district boundaries, or zoning classifications.

- (a) The Council may, from time to time, adopt, amend and make public rules and regulations for the administration of this Ordinance. This Ordinance may be enlarged or amended by the Council after public hearing, due notice of which shall be given as required by law. The Council may further modify and establish district boundaries and zoning classifications in accordance with the process set forth in state law.
- (b) The affirmative vote of at least three-fourths of all members of the City Council is required to overrule a recommendation by the Commission that a proposed change to a zoning regulation or boundary should be denied.

Section 16. **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 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 to be severable.

Section 17. **Conflicting Ordinances.** All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 18. **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 19. **Effective Date.** This Ordinance shall take effect and be in full force and effect on March 7, 2018.

PASSED AND APPROVED FIRST READING on the 21st day of February 2018.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of March 2018.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia Tijerina, City Secretary

Rita Jonse, Mayor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance rezoning Lots 1-10 Block 8 Lane AE Addition, 1.25 acres more or less, locally known as 709 North Lexington, from Single Family Residential (R-1) district zoning to Neighborhood Business (NB) district zoning. Owner: Rebecca Davies. Applicant: Rebecca Davies

BACKGROUND/SUMMARY:

This is the Bloor House located near Jenny Lane Park fronting on Lexington. The applicant would like to rezone the property to neighborhood business because they feel the property is well suited to be professional offices or a bed and breakfast.

Planning Commission recommends denial 4-2

PRESENTATION: ☐ YES ☒ NO

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

Zoning Ordinance

Letter of intent

Zoning Map

Area Map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning Lots 1-10 Block 8 Lane AE Addition, 1.25 acres more or less, locally known as 709 North Lexington, from Single Family Residential (R-1) district zoning to Neighborhood Business (NB) district zoning.

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Residential (R-1) to zoning district Neighborhood Business (NB). The Property is accordingly hereby rezoned to Neighborhood Business (NB).

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

PASSED AND APPROVED FIRST READING on this the 21st day of February 2018.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of March 2018.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia Tijerina,
City Secretary

EXHIBIT “A”

Property Legal Description:

Lots 1-10 Block 8 Lane AE Addition, 1.25 acres more or less

Property Address:

12805 US Hwy 290 East, Manor, Texas 78653

22 January 2018

Mr Dunlop,

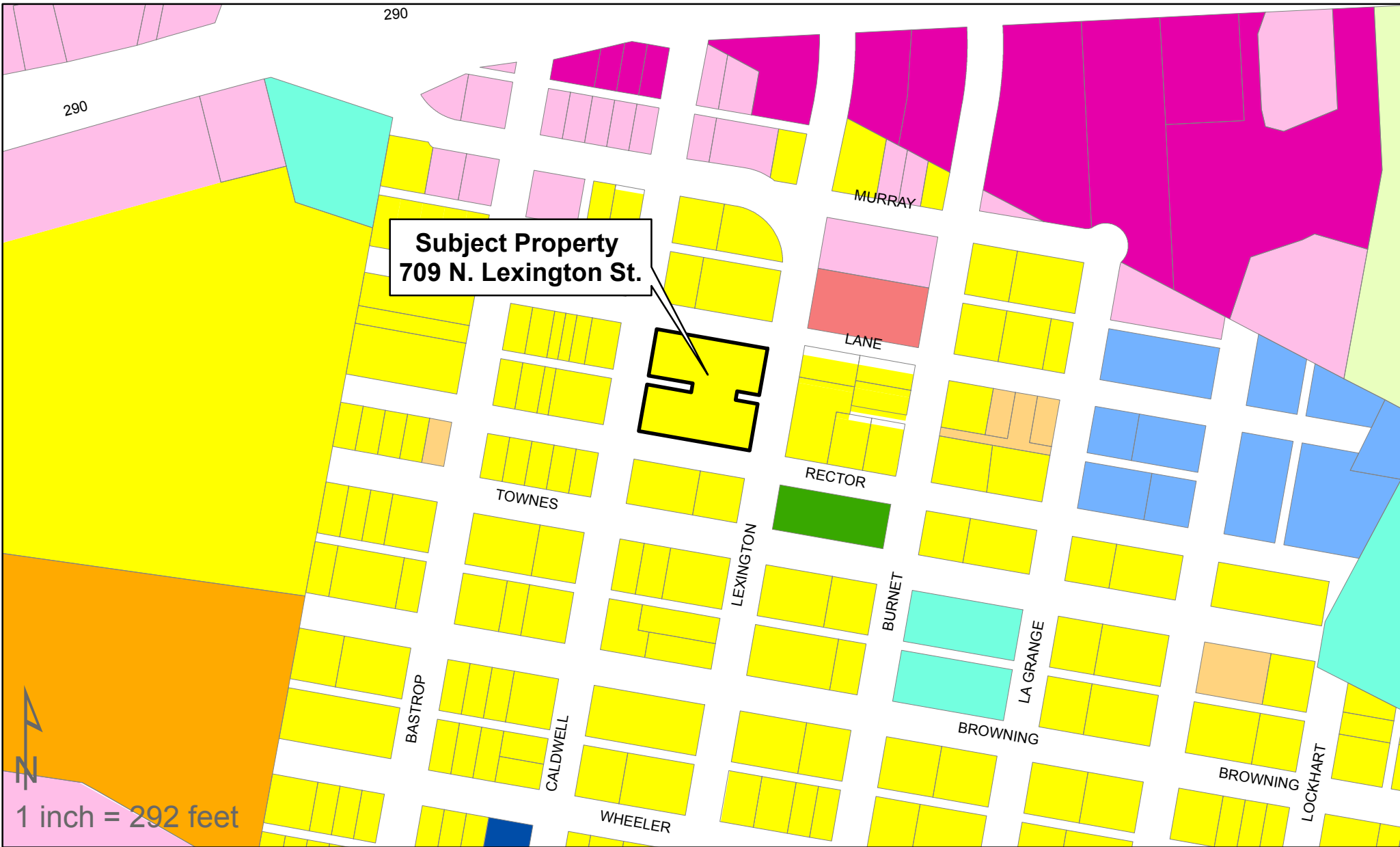
I am requesting a rezoning for my property at 709 N Lexington St in Manor from Residential to Neighborhood Business.

The property comprises a full city block and faces Lexington street (the main road through old Manor) just a few blocks from City Hall and the downtown business district. The property is two blocks from 290 and across the street from Bluebonnet Electric. Its central location makes it a good location for a variety of professional offices and its character makes it an excellent location for a small Bed & Breakfast establishment.

The Bloor House (709 N Lexington St) was built in 1897 by the Bloor family. It is on the National Historic Registry and has long been considered to be an important Manor landmark. Many other Central Texas cities have preserved the historic character of their communities by allowing the use of such architectural gems as professional offices and Bed & Breakfast establishments. Often this helps to pay the cost of preserving these landmark structures.

I appreciate your time and consideration of this request,

Rebecca Davies



Proposed Zoning **NB - Neighborhood Business**

Current Zoning - R-1 Single Family

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





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Concept Plan for 14870 Bois D'Arc Road, twenty (20) lots on 20.02 acres more or less located at 14870 Bois D'Arc Road. Owner: L4S, LLC. Applicant: Southwest Engineers, Inc.

BACKGROUND/SUMMARY:

This subdivision is in our ETJ. It is proposed to be 20 1-acre lots on 20 acres. It has been approved by our engineers.

Planning Commission recommends denial 5-1.

PRESENTATION: ☐ YES ☒ NO

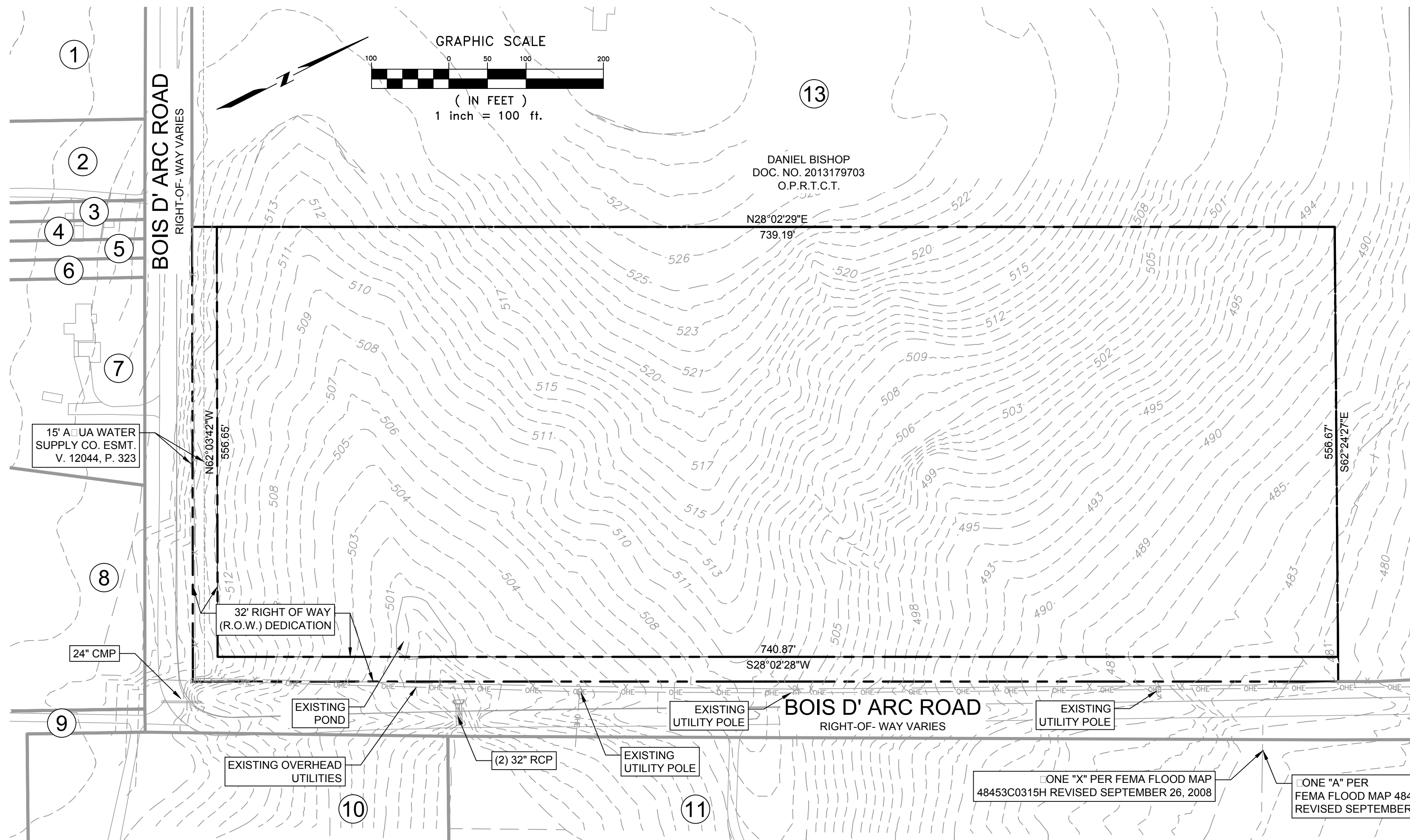
ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Concept Plan
Engineer Letters
Approval Letter

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a Concept Plan for 14870 Bois D'Arc Road, twenty (20) lots on 20.02 acres more or less located at 14870 Bois D'Arc Road.

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



LOCATION MAP
SCALE: 1" = 2000'

DAVID JOHNSON, ET. AL.
V. 8718, P. 347
R.P.R.T.C.T.

☒ CORRESPONDING ADJOINING
PROPERTY OWNERS

ADJOINING PROPERTY OWNERS		
1	GUADALUPE J. RUIZ 14775 BOIS D' ARC MANOR, TX 78653	DOC. # 2002084495
2	DAVID L. PATRICK 14805 BOIS D' ARC MANOR, TX 78654	DOC. # 2003220408
3	DAVID L. PATRICK 14805 BOIS D' ARC MANOR, TX 78655	DOC. # 2009190436
4	CASEY ROSEPATRICK 14809 BOIS D' ARC MANOR, TX 78656	DOC. # 2010080492
5	JOSHUA DAVID PATRICK 14809 BOIS D' ARC MANOR, TX 78657	DOC. # 2010161083
6	JOSHUA DAVID PATRICK 14809 BOIS D' ARC MANOR, TX 78658	DOC. # 2008098035
7	DAVID LEE PATRICK 14805 BOIS D' ARC MANOR, TX 78659	DOC. # 2014125104
8	ERNEST LEE RODRIGUEZ 2104 ROSEMARY LN ROUND ROCK, TX 78664	VOL. 7231 PG. 01044
9	JP MORGAN CHASE BANK 3415 VISION DR. COLUMBUS, OH 43219	DOC. # 2016036126
10	JOSE GONZALEZ & MARIBELLA CORTZ & DIANNA GONZALEZ JAIMES 9000 HUNTERS TRACE AUSTIN, TX 78758	DOC. # 2015090012
11	CHARLES D. OMAN TRUST P.O. BOX 972 ELGIN, TX 78621	DOC. # 2004067428
12	DAVID JOHNSON APT 100 11512 TIN CUP DR. AUSTIN, TX 78750	VOL. 8718 PG. 347
13	DANIEL BISHOP 12700 HUPA CIR. AUSTIN, TX 78729	DOC. # 2013179703

OWNER/DEVELOPER:

L4S, LLC.
1101 W. 34TH STREET □308
AUSTIN, TX 78705
CONTACT: SEAN MURPHY
PH: (512) 698-7326

ENGINEER:

SOUTHWEST ENGINEERS, INC.
142 CIMARRON PARK LOOP, SUITE A
BUDA, TX 78610
CONTACT: GABRIEL HOVDEY
PH: (512) 312-4336

SURVEYOR:

DODD SURVEYING AND MAPPING
203 W. MAIN STREET, STE. D
PFLUGERVILLE, TX 78660
CONTACT: FRED L. DODD, JR.
PH: (512) 953-5705

LAND USE TABLE	
<u>LAND USE</u>	<u>ACRES</u>
SINGLE FAMILY	18.504
R.O.W. DEDICATION	1.498
TOTAL	20.002

NOTE:

1. THE PROPERTY REFERENCED ON THIS CONCEPT PLAN IS CONSIDERED CITY OF MANOR EXTRATERRITORIAL JURISDICTION (ETJ).
2. THERE ARE NO PARKS, SCHOOLS, PUBLIC FACILITIES OR COMMONLY OWNED AREAS ASSOCIATED WITH THIS CONCEPT PLAN.
3. FIFTEEN (15) LOTS ☒ FIFTEEN (15) LUE'S (ASSUMING 1 LUE PER SINGLE FAMILY RESIDENTIAL LOT).
4. PROJECT IS LOCATED WITHIN THE COTTONWOOD WATERSHED AND A PORTION OF LAND IS LOCATED WITHIN THE 100 YEAR FEMA FLOODPLAIN ACCORDING TO THE FEMA MAP PANEL NO. 48453C0315H FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.
5. LOTS 1-15 (±20.00 AC) ARE PROPOSED TO BE A RESIDENTIAL SINGLE FAMILY DEVELOPMENT.
6. WATER SERVICE WILL BE PROVIDED BY A:UA WATER SERVICE CORPORATION.

DATE PREPARED: SEPTEMBER 11, 2017

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL THE CITY OF COUNCIL

DATED: THIS DAY OF , 20

BY:
WILLIAM MYERS, CHAIRPERSON

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE
CITY OF MANOR, TEXAS.

DATED: THIS DAY OF , 20

BY:
HONORABLE MAYOR RITA G. JONSE
MAYOR OF THE CITY OF MANOR, TEXAS

LEGEND

_____	PROPERTY BOUNDARY LINE
_____	PROPERTY LINE (ADJACENT)
_____	EXISTING EASEMENT
_____ UE _____	EXISTING UNDERGROUND ELEC.
_____ OHE _____	EXISTING OVERHEAD ELEC.
_____ GAS _____	EXISTING GAS
_____ 100 _____	EXISTING CONTOURS
_____	FEMA FLOOD BOUNDARY

PROJECT NO. 0641-003-17

DRAWN BY: DED DATE: 07/17

CHECKED BY: GH DATE: 08/17

SHEET 1 OF 1

12□12□17



BOIS D' ARC SUBDIVISION

CONCEPT PLAN

14870 BOIS D' ARC LANE
MANOR, TRAVIS COUNTY, TEXAS 78653



SOUTHWEST ENGINEERS

Civil | Environmental | Land Development

GONZALES
307 St. Lawrence St.
Gonzales, TX 78629
P: 830.672.7546
F: 830.672.2034

BUDA
112 Cimarron Park Loop
Suite A
Buda, TX 78610
P: 512.312.4336

TBPE NO. F-1909
WWW.SWENGINEERS.COM
SWE@SWENGINEERS.COM

TBPE NO. F-1909



Date: Friday, October 6, 2017

Gabriel Hovdey
Southwest Engineers, Inc.
112 Cimarron Park Loop
Buda TX 78610
gabe.hovdey@swengineers.com

Permit Number 2017-P-1078-CP
Job Address: 14870 Bois D'Arc Road, Manor ETJ, TX. 78653

Dear Gabriel Hovdey,

The first submittal of the 14870 Bois D'Arc Concept Plan (*Concept Plan*) submitted by Southwest Engineers, Inc. and received on December 14, 2017, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@jaeco.net.

1. Mailing labels are required to be provided for mail notifications, including the owner's name, address, deed or plat reference for properties located within three hundred (300) feet of the development as determined by current tax rolls. The Word Document of the labels can be uploaded for the City to print or hard copies can be sent to the City of Manor.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

Pauline Gray, P.E.
Staff Engineer
Jay Engineering Company, Inc.



Date: Wednesday, November 1, 2017

Gabriel Hovdey
Southwest Engineers, Inc.
112 Cimarron Park Loop
Buda TX 78610
gabe.hovdey@swengineers.com

Permit Number 2017-P-1078-CP
Job Address: 14870 Bois D'Arc Road, Manor ETJ 78653

Dear Gabriel Hovdey,

The subsequent submittal of the 14870 Bois D'Arc Concept Plan submitted by Southwest Engineers, Inc. and received on December 14, 2017, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Pauline Gray, P.E.. Should you have any questions or require additional information regarding any of these comments, please contact Pauline Gray, P.E. by telephone at (512) 259-3882 or by email at pgray@jaeco.net.

~~1. Mailing labels are required to be provided for mail notifications, including the owner's name, address, deed or plat reference for properties located within three hundred (300) feet of the development as determined by current tax rolls. The Word Document of the labels can be uploaded for the City to print or hard copies can be sent to the City of Manor.~~

2. Per Section 42(f) of Subdivision Ordinance 263B, a developer is responsible for dedicating additional right-of-way that is required for the streets and roads adjacent to and abutting the boundaries of the Subdivision. The required right-of-way dedication is thirty-two (32) feet for lots located along Bois D'arc Road. This dedication is required to be shown on the Concept Plan.

3. At this point in the development review process, individual lot lines are not required to be shown on the Concept Plan and should be removed.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (512) 259-3882 ex. 307, or by e-mail at pgray@jaeco.net.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Pauline Gray, P.E.
Staff Engineer
Jay Engineering Company, Inc.



Date: Monday, January 8, 2018

Gabriel Hovdey
Southwest Engineers, Inc.
112 Cimarron Park Loop
Buda TX 78610
gabe.hovdey@swengineers.com

Permit Number 2017-P-1078-CP
Job Address: 14870 Bois D'Arc Road, Manor ETJ 78653

Dear Gabriel Hovdey,

We have conducted a review of the concept plan for the above-referenced project, submitted by Gabriel Hovdey and received by our office on December 14, 2017, for conformance with the City of Manor Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

Pauline Gray, P.E.
Staff Engineer
Jay Engineering Company, Inc.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a waiver request for Lot 3 Manor Market Subdivision, locally known as 11809 US Hwy 290 E, from Chapter 14 Exhibit A, Article II, Section 44(c)(ii) and Chapter 10 Exhibit A, Article IV, Section 60 (c)(i)(l)(4) to waive the requirement to extend a sidewalk along the entire frontage of the property. Owner: Quick and Clean 60 LLC. Applicant: Sofia Hernandez, 3K1 Consulting

BACKGROUND/SUMMARY:

Quick and Clean car wash has filed a site plan to construct a facility in a lot adjacent to Walmart. Their proposal ended the sidewalk before it entered the floodplain. There is a natural drainage channel the flows from the north (behind the Medical Tower), under 290 and along the western portion of the subject property before entering Wilbarger Creek. There is substantial floodplain to the west, extending to Independent Bank. The floodplain creates a unique hardship and makes a sidewalk extending the length of the property impracticable at this time.

PRESENTATION: ☐ YES ☒ NO

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

Waiver request

Site Plan

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a waiver request for Lot 3 Manor Market Subdivision, locally known as 11809 US Hwy 290 E, from Chapter 14 Exhibit A, Article II, Section 44(c)(ii) and Chapter 10 Exhibit A, Article IV, Section 60 (c)(i)(l)(4) to waive the requirement to extend a sidewalk along the entire frontage of the property.

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



City of Manor
City Council
105 E. Eggleston Street
Manor, TX 78653

RE: 2017-P-1063 - QNC 11809 US Hwy 290 East

Dear Members of the Council,

Per the City of Manor's site plan review, a sidewalk is being requested to be installed along the entire length of the property bounded by US Hwy 290. Please reference comment below:

31. A 5' sidewalk should be installed along the ENTIRE length of the property line located along US Hwy 290. The sidewalk should tie into the existing sidewalk ramp locate on the property. The existing sidewalk ramp should be shown on the plans.

It should be noted there is an existing culvert/bridge section of US Hwy 290 along the western half of the property which does not allow for the continuation of the sidewalk at grade. Due to this physical constraint we would like to request a waiver be granted from **Chapter 14 Exhibit A, Article II, Section 44(c)(ii)** and **Chapter 10 Exhibit A, Article IV, Section 60(c)(i)(I)(4)** to be able to terminate the sidewalk at the currently shown location on the provided site plan.

If there are questions or any additional information is needed, please feel free to contact me at (480) 414-2420.

Thank you for your support.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sofia Hernandez', with a stylized flourish at the end.

Sofia Hernandez

JOB # 30054 DRAWING: 30054 SP-DWG LAST SAVED BY: JOE PERKINS LOCATION: P:\30000\30054\Drawings\Design\Rev-1\30054 SP-DWG

Request for waiver
to terminate
sidewalk as shown.

US HIGHWAY 290

EXISTING CROSSWALK TO REMAIN
BENCHMARK #2
CHISELED SQUARE
ELEV 515.18

WALMART DRIVEWAY

QUICK N CLEAN
5,400 SF
FFE 515.50

LOT 3 MANOR MARKET SUBDIVISION
DOCUMENT NUMBER: 201300149
RECORD: 123,684 SQ. FT. OR 2.839 AC.
MEASURED: 123,749 SQ. FT. ± OR 2.84 AC. ±
PROP ID# 830449
TIMMERMAN TERRELL
E US HWY 290 05 78653
PO BOX 4784 AUSTIN TX 78765

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF
PORCHES, BARRIERS, VESTIBULES, SLOPED PAVING, TRUCK DOCKS, BUILDING
UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

SITE NOTES

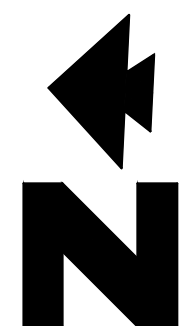
- 01A SEED GREEN AREA.
- 02B TRANSFORMER PAD (PER ELEC. CO. AND/OR ARCH. PLANS).
- 02E TRASH DUMPSTER ENCLOSURE (PER ARCH. PLANS).
- 08B OVERHEAD CANOPY - (TYP. PER ARCH. PLANS).
- 12B 4 INCH TRAFFIC YELLOW ALIGNMENT STRIPES (TYP.).
- 19A EXISTING TO REMAIN
- 51B LIMITS OF SAWCUT AND PAVEMENT REMOVAL
- 70A VACUTECH SHADE CLOTH CANOPY (PER ARCH PLANS)
- 70C VACUTECH ENCLOSURE (PER ARCH PLANS)
- 70D SAND / OIL SEPARATOR (PER PLUMBING PLANS)
- 70E BICYCLE RACK (EACH UNIT ACCOMMODATES 2 BICYCLES), CYCLESAFE "CLASSIC U/2 RACK" OR APPROVED EQUAL
- 70F PAY STATION (PER ARCH PLANS)
- 70G VACUTECH VACUUM (PER ARCH PLANS)
- 70H 5" SIDEWALK PER CITY OF MANOR STANDARD DRAWINGS
- 70I 2" X 5" DETECTABLE WARNING, ADA SOLUTIONS INC. OR APPROVED EQUAL

SITE DETAILS

- 03D CONCRETE SIDEWALK
- 03M WHEELCHAIR RAMP IN SIDEWALK
- 10A TRAFFIC FLOW ARROW
- 10B STOP BAR
- 10C FIRE LINE MARKING
- 10I CROSSWALK MARKING
- 11A DO NOT ENTER SIGN
- 11N PEDESTRIAN CROSSING SIGN
- 12F SIGN BASE
- 12G STOP SIGN
- 14B CONCRETE VALLEY GUTTER
- 70A CURB RAMP

LAND DESCRIPTION (AS REFERRED TO IN TITLE COMMITMENT)

LOT 3, OF FINAL PLAN ESTABLISHING MANOR MARKET SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED UNDER DOCUMENT NUMBER 201300149, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



SITE BENCHMARK

- Benchmark #1:
Chiseled Square located on concrete pad on the West side of entrance approximately 40.4' Northwest from a light pole on the East side of entrance and approximately 87.6' Southwest of a drainage manhole on the East side of entrance. Elevation = 512.55'
- Benchmark #2:
Chiseled Square located on concrete pad on the West side of entrance approximately 50.4' Northwest from a light pole on the East side of entrance and approximately 116' Northwest of a light pole on the East side of entrance. Elevation = 515.18'

PARKING SPACE CALCULATIONS:

GROSS FLOOR AREA (GFA)	5,400 SF
PARKING SPACES REQUIRED / GFA	1 SPACE PER 200 SF GFA
PARKING SPACES REQUIRED	27 SPACES
MAXIMUM PARKING SPACES	29 SPACES (110% OF REQUIRED)
PARKING SPACES PROVIDED	1 SPACE PER 186 SF GFA
ACCESSIBLE PARKING SPACES REQUIRED	2 (1 VAN, 1 STANDARD)
ACCESSIBLE PARKING SPACES PROVIDED	2 (1 VAN, 1 STANDARD)

LEGEND

EXISTING

Adjoining Property Line	Utility pole
Concrete Sidewalk (Proposed)	Fiber optic warning sign
Easement Line	Unknown manhole
Fence Line	Unknown riser
Flood Zone Line	Unknown stub
Gas Line	Unknown vault
Overhead Electric Line	Sign
Property Line	Deciduous tree
Sanitary Sewer Line	Bearing & Distance per Document Number 201300149
Setback Line	Existing Ground
Storm Drainage Pipe	Grade Break
Found rebar (as noted)	Top bank
Set 5/8" Rebar (CEI Cap Firm #10194234)	Flow line (Ditch)
Found Alum monument	Top Back Curb
Site benchmark	Gutter
Found right-of-way	Edge of asphalt
SMH	Edge of concrete
DMH	Existing concrete
Grate inlet (square)	Rip-rap
Fire hydrant	Standpipe
Irrigation controller	Water meter
Standpipe	Water manhole
Water meter	Water valve
Water manhole	Water Valve in standpipe
Water valve	Gas sign
Grate inlet (square)	Guy wire
Fire hydrant	Light pole straight-1 lamp
Irrigation controller	
Standpipe	
Water meter	
Water manhole	
Water valve	
Water Valve in standpipe	
Gas sign	
Guy wire	
Light pole straight-1 lamp	

PROPOSED

PROPERTY LINE/RIGHT OF WAY LINE
CONCRETE CURB AND GUTTER. SEE DETAIL 01A, REF CONSTRUCTION DETAIL SHEET
PEDESTRIAN PATH OF TRAVEL
BUILDING CONTROL POINT
PROPOSED PARKING SPACES
LIMITS OF CONCRETE SIDEWALKS PER DETAIL 03D, REF CONSTRUCTION DETAIL SHEET
LIMITS OF SIDEWALK PER CITY OF MANOR, TEXAS STANDARD DETAIL, REF CONSTRUCTION DETAIL SHEET
LIMITS OF CRITICAL ROOT ZONE (CRZ) (DEFINED AS 1.0' RADIUS PER 1" OF TRUNK DIAMETER AT BREAST HEIGHT (DBH))
ABBREVIATIONS CRZ CRITICAL ROOT ZONE EQUAL TO 1.0' RADIUS PER 1" OF DIAMETER AT BREAST HEIGHT (DBH) DBH DIAMETER AT BREAST HEIGHT (4'-6" ABOVE GRADE)

F-7524



CEI
ENGINEERS
7543 N. Ingram Ave., Suite 107
Fresno, CA 93711
(559)447-3119
FAX: (559)447-3129

PLANNERS
LANDSCAPE ARCHITECTS
SURVEYORS
ENVIRONMENTAL SCIENTISTS

Engineering Associates, Inc.
QUICK N CLEAN
11809 US HIGHWAY 290 E
MANOR TX, 78653
SITE PLAN
REV DATE 7/26/17
REV1
SHEET NO. C20F ##



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a waiver request for the southern transition on the 10 foot curb inlet on the east side of Almodine Road in front of Lot 136, Block H, Phase 2A Stonewater from Chapter 10 Exhibit A, Article III, Section 41(b) to allow for a 5 foot curb inlet transition. Owner: Continental Homes of Texas.
Applicant: Peggy Carrasquillo, Kitchen Table Civil Solutions.

BACKGROUND/SUMMARY:

Our engineer takes no exception to the waiver request

The applicant is seeking to reduce the inlet transition from 10' to 5' to accommodate the minimum width driveway, which is 12'.

PRESENTATION: ☐ YES ☒ NO

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

Waiver request

Plan

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a waiver request for the southern transition on the 10 foot curb inlet on the east side of Almodine Road in front of Lot 136, Block H, Phase 2A Stonewater from Chapter 10 Exhibit A, Article III, Section 41(b) to allow for a 5 foot curb inlet transition.

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



February 8, 2018

Mr. Scott Dunlop
Planning Coordinator
City of Manor, Texas
105 E. Eggleston St.
Manor, TX 78653

RE: Stonewater Phase 2A Subdivision
Block H - Lot 136
Curb Inlet Variance Request

Dear Mr. Dunlop:

The purpose of this letter is to request a variance from the City of Manor requirement that drainage improvements be designed in accordance with the City of Austin's Drainage Criteria Manual through the modification of a specific portion of the Criteria Manual.

Location for Application of Variance

Southern transition on the 10' curb inlet on the east side of Almondine Road, in front of Lot 136, Block H of Stonewater Phase 2A Subdivision (exhibit attached).

Code Modification Requested

Chapter 10, Exhibit A, Article III, Section 41, Subsection (b) of the City of Manor Code of Ordinances requires that all drainage improvements within the City's jurisdiction be designed in accordance with the City of Austin's Drainage Criteria Manual, with certain exceptions. Section 4.1.0 D of the City of Austin Drainage Criteria Manual states that the standard curb inlet transition length is 9'-8". We request that the standard curb inlet transition length be reduced from 9'-8" to 5'-0" for the southern transition on the single curb inlet location referenced above.

Reason for Variance Request

Generally subdivision improvements are planned such that storm inlets are placed straddling lot lines so as to not impact the driveway access to the roadway. In this instance, the subdivision roadway and storm improvements were constructed with Phase 2 subdivision, and the Phase 2A lots were planned afterwards. The result was a curb inlet being located along the lot frontage rather than on the lot line. The minimum driveway width allowed is 12', with 2.5' flares on each side at the roadway curb line, giving a total required width of 17' at the curb. For the lot in question, there is less than 17' width available between the start of the 9'-8" curb inlet transition and the side lot line. Therefore, in order to construct

a driveway meeting the minimum width requirements, a portion of the driveway must overlap the curb inlet transition, shortening the transition to 5'-0".

Engineering Justification for Variance Request

The purpose of the transition on each side of a curb inlet is to facilitate the flow of water from the gutter into the inlet opening, and a 9'-8" transition length allows the inlet orifice to function at 100% efficiency; a shorter transition length may reduce the efficiency of the inlet opening which in turn could cause additional ponding width around the opening. The City of Austin DCM allows this transition length to be reduced to 7'-6" when the curb inlet is on the outside edge of a roadway for which the outside lane is designated for parking, the intent being that the added ponding of water will not affect vehicles in the travel lane.

Almondine Road has a pavement width of 45' back-of-curb to back-of-curb. While the outer edges of the roadway are not specifically designated as parking aisles, the roadway can easily accommodate parking on both sides and still provide two 14' travel lanes. Thus, in function this roadway would meet the criterion allowing the minimum 7'-6" transition length.

This variance request is to allow the reduction of the southern curb inlet transition to 5'-0" while maintaining the northern transition length at 9'-8". The roadway slope in the vicinity of this inlet is 1%, and there is no by-pass flow in the 100-yr. event according to the record drawings for Stonewater Subdivision Revised Phase 2. Specifically, in the Inlets on Grade table on sheet SS16 of 86, the required inlet length for total interception is 9.09', indicating that this inlet has additional capacity which will help to mitigate the effect the shortened transition length may have on the inlet efficiency.

Conclusion

Reducing the curb's southern inlet transition from 9'-8" to 5'-0" will allow the construction of a 12' wide driveway to Lot 136 Block H without impacting negatively the safety of the roadway for vehicular traffic in the travel lanes nor the drainage capacity of the inlet.

Thank you for your consideration of this variance request, and please do not hesitate to contact me if you require further information.

Sincerely,


Peggy M. Carrasquillo, PE

ALMONDINE ROAD

Diagram illustrating a 5' CURB INLET TRANSITION. The transition section is 12.0' wide, with 2.5' margins on both sides.

BLOCK H

137

136

135



6805 N. CAPITAL OF TEXAS HIGHWAY | SUITE 315
AUSTIN, TEXAS 78731 | TEL. (512) 758-7474
TBPE FIRM NO. F-18129

ALMONDINE ROAD
LOT 136, BLOCK H

STONEWATER PHASE 2A
MANOR, TRAVIS COUNTY, TEXAS

EXH

Drawing: L:\PROJECTS\WALK HORTON\WALKH1\002-38 - StoneWater P\ZALC\EXHIBITS\SWIN P\ZALC LOT 138\BLK H FILE EXHIBIT K1



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution supporting a proposed Merritt Manor Housing Community for Senior Citizens.

BACKGROUND/SUMMARY:

Support for either of two projects may be premature. A location on the (yet to be built)Gregg Manor extension to Parsons St. creates accessibility issues and staff would not be able to issue permits for any development until the roadway is constructed. This roadway is linked to PID discussions with regard to EntradaGlen.

The second location within Las Entrada North is on commercial (c-1) zoned land. Continued development which does not support sales tax generation may negatively affect the city's ability to adjust ad valorem taxes on other properties. A land swap was proposed. The land proposed in the swap in staffs opinion may not be as suitable for commercial development. No application for rezoning the other other parcel has been submitted.

PRESENTATION: ☐YES ☒NO

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

Resolution
zoning map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council not support the development at this time.

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

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, SUPPORTING A PROPOSED MERRITT MANOR HOUSING COMMUNITY FOR SENIOR CITIZENS; APPROVING AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO FINANCE SUCH PROJECT; PROVIDING AN IN-KIND CONTRIBUTION FOR SUCH PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DDC MERRITT MANOR, LTD. and its affiliates (the "Applicant") propose to build an affordable housing development with up to 160 residential units (the "Housing") in the City, to house senior citizens; and

WHEREAS, the Housing is to be located off the corner of Hill Lane and Greg Manor Road and is expected to be named "Merritt Manor"; and

WHEREAS, the Applicant has submitted a pre-application (TDHCA No. 18391) and proposes to submit a final application for financing for the Housing, including Competitive 9% Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs; and

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

Section One. The City Council of the City of Manor believes the Housing will be beneficial to the City and its residents and hereby confirms its support for the development and construction of the Housing described above and that this formal action has been taken to put on record the opinion expressed by the City on this date.

Section Two. The City Council of the City of Manor hereby approves the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

Section Three. In accordance with 10 Texas Administrative Code §11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of an in-kind contribution such as a fee waiver, grant or contribution of other value for the benefit of the Housing.

Section Four. For and on behalf of the City Council, [name, position of authorized person] is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section Five. This Resolution shall become effective immediately upon its passage.

[Signature page follows]

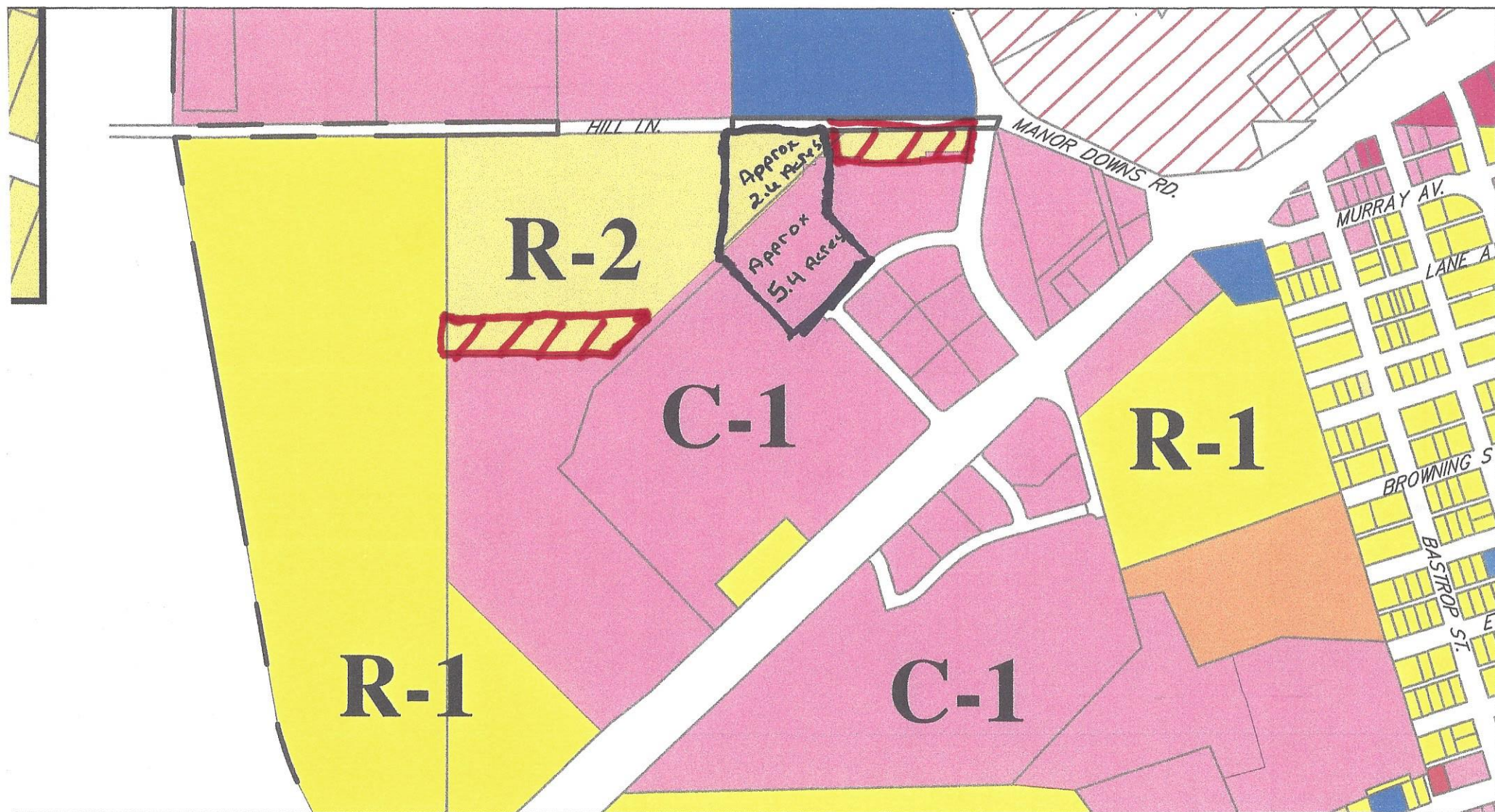
**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANOR, TEXAS, ON THIS THE 21st DAY OF FEBRUARY 2018.**

CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on matters related to the Home Rule Charter and proposed amendments.

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 take action on matters related to the Home Rule Charter and proposed amendments.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Addendum to Development Agreement for the Shadowglen Subdivision.

BACKGROUND/SUMMARY:

This addendum proposes to modify some aspects of the overall development agreement affecting Phases 1, 2, and 3 as well as modifications specific to Phase 3. (3A) Updates the masonry requirement to reflect what is allowed under their Builder Guidelines. Previously the DA was in conflict with what their architectural review committee would approve. This applies to all phases. (3B) brings their setback measurement in line with our current zoning ordinance. This applies to only phase 3. (4) Reduces the acreage for multifamily 46.1 acres, reduces roadways 69 acres, increases single family 44.1 acres, increases open space 57.1 acres, and increases commercial 8.1 acres. This applies to all phases. (5) Illustrates the changes in (4) on the concept plan. (6) Allows the developer to build parkland improvements rather than pay the city \$250/lot and we construct them. This applies to Phase 3.

PRESENTATION: ☐ YES ☒ NO

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

Addendum

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an Addendum to Development Agreement for the Shadowglen Subdivision.

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

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**ADDENDUM TO
DEVELOPMENT AGREEMENT FOR
THE SHADOWGLEN SUBDIVISION
(Phase 3 Property)**

THIS ADDENDUM TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN SUBDIVISION (this “Addendum”) is dated effective this ____ day of _____, 2018 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (“City”) and SG LAND HOLDINGS LLC, a Delaware limited liability company (“Owner”).

RECITALS:

A. CITY, COTTONWOOD HOLDINGS, LTD., a Texas limited partnership (“Cottonwood”), 2010 SHADOWGLEN, LLC, a Texas limited liability company (“ShadowGlen”), TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Travis County MUD No. 2”), WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 1”), and WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2, a Texas political subdivision governed by Chapters 49 and 54 of the Texas Water Code (“Wilbarger Creek MUD No. 2”), previously entered into that certain Development Agreement for the ShadowGlen Subdivision (the “Agreement”) dated effective January 10, 2011 and recorded as Document No. 2012141817 in the Official Public Records of Travis County, Texas, for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Owner is the owner of a portion of the Property subject to the Agreement, such portion being commonly referred to as “Phase 3” which is more particularly described on Schedule 1 attached hereto and incorporated herein for all purposes (the “Phase 3 Property”).

C. City and Owner desire to modify and amend the Agreement in certain respects solely with respect to the Property, as more particularly set forth in this Addendum.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Addendum to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this Addendum shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Development Standards. The Master Land Plan Minimum Development Standards set forth in Exhibit “C” of the Agreement are hereby revised as follows:

A) Paragraph 8 shall be deleted in its entirety and replaced with the following:

“All single family dwellings in this district shall be constructed with a minimum of masonry construction that complies with the following table. Masonry construction shall mean stone, brick or similar material and shall not include hardy board or other fiber content materials.”

LOT SIZE	Overall % MASONRY	Front Elevation % MASONRY
45’ – 64’	60%	70%
65’ – 69’	65%	80%
70’ – 79’	65%	85%
80’ +	80%	90%

B) Notwithstanding the terms of Section 1.03 of the Agreement, the lot widths within the Phase 3 Property shall be measured from the setback line in accordance with the Zoning Ordinance in effect as of the date of this Addendum City Ordinance No. 185-Q adopted 9/20/17.

4) Approved Land Uses. Based on the actual build out of the Property identified on the Master Land Plan to date and the revisions to the Phase 3 Property as set forth in this Addendum, the Approved Land Use Chart contained on the first page of Exhibit “C” of the Agreement is hereby revised as follows:

Land Use	Acreage	Percentage
Single Family Residential	835.7	74.6%
Multi-family Residential	65.5	5.8%
Open Space	135.1	12.1%
Commercial	23.6	2.1%
Major Roadways	60.9	5.4%
Total	1120.8	100%

5) Concept Plan. The updated Concept Plan for the Phase 3 Property is attached hereto as Schedule 2.

6) Parkland Dedication Fee Waiver. Notwithstanding the requirements set forth in Paragraph 1.10(d) of the Agreement, in lieu of payment of the \$250.00 parkland fee for each residential lot that is final platted within the Phase 3 Property, the Developer may request, and the City Manager may permit, at his/her sole election, the Developer to construct and install approved Parkland Improvements within the Phase 3 Property. Such determination shall be made, if applicable, upon submittal of the preliminary plat for a particular section of the Phase 3 Property. The City Manager may approve a combination of construction of Parkland Improvements and payment of the \$250/lot parkland fee. Furthermore, the City's obligation to reimburse the Developer for the actual cost of the Parkland Improvements constructed by the Developer and accepted by the City on the City Land or the Additional Land pursuant to Section 1.10(d) shall be limited to the lower of the actual cost of the Parkland Improvements on the City Land or the Additional Land or the amount of parkland fees that have been deposited with the City under Section 1.10(d) as of the date of the request for reimbursement; provided that the Developer may only receive reimbursement for Parkland Improvements that are accessible to the public. "Accessible to the public" shall mean that the land where the Parkland Improvements are located have been dedicated or conveyed to the City and said land is accessible by a public right-of-way or other public access acceptable to the City. This paragraph applies to the Phase 3 Property only.

7) Notices. The notice address for Owner is hereby added to the Agreement as follows:

"Any notice mailed to SG Land Holdings LLC:

SG LAND HOLDINGS, LLC
c/o Argent Management
Attn: Travis Devan
2392 Morse Avenue
Irvine, CA 92614

With copy to:

METCALFE, WOLFF, STUART & WILLIAMS, LLP
Attn: Talley J. Williams
221 W. 6th Street, Suite 1300
Austin, Texas 78701"

8) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Addendum. To the extent there is any inconsistency between the Agreement and this Addendum, the provisions of this Addendum shall control.

9) No Waiver. Neither City's nor Owners' execution of this Addendum shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect

to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

10) Governing Law. This Addendum shall be construed and enforced in accordance with the laws of the State of Texas.

11) Entire Agreement. The parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said parties. The parties hereto agree and understand that this Addendum shall be binding on them, their personal representatives, heirs, successors and assigns.

12) Counterparts. This Addendum may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

[SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE
FIRST ADDENDUM TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN
SUBDIVISION**

CITY:

CITY OF MANOR, TEXAS, a Texas home-rule
municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on the ____ day of
_____, 2018, by _____, _____ of
THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation, on behalf of said
municipal corporation.

[S E A L]

Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
FIRST ADDENDUM TO DEVELOPMENT AGREEMENT FOR THE SHADOWGLEN
SUBDIVISION

OWNER:

SG LAND HOLDINGS LLC,
a Delaware limited liability company

By: Southwest Shadow Holdings LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

SCHEDULE 1
PHASE 3 PROPERTY DESCRIPTION

[See attached]

SCHEDULE 2
CONCEPT PLAN – PHASE 3 PROPERTY

[See attached]

TRACT 1: 349.79 acres of land, more or less, out of the WILLIAM STANDERFORD SURVEY No. 70 and the WILLIAM STANDERFORD SURVEY No. 69, in Travis County, Texas, being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof LESS, SAVE AND EXCEPT THEREFROM that 1.00 acre of land described in those Deeds recorded in Document No(s). 2005093284, 2002224426, 2002224427, 2002224430 and 2008092115, Official Public Records, Travis County, Texas as said 1.00 acres is more particularly described by metes and bounds in exhibit labeled as Exhibit "A-1 – SAVE AND EXCEPT PARCEL" attached hereto.

TRACT 2: 276.88 acres of land, more or less, out of the WILLIAM STANDERFORD SURVEY No. 70 and the SUMNER BACON SURVEY No. 62, in Travis County, Texas, being more particularly described by metes and bounds in Exhibit "A-2" attached hereto and made a part hereof, LESS, SAVE AND EXCEPT THEREFROM that 1.00 acre of land described in those Deeds recorded in Document No(s). 200222420, 2003103628, 2002224423, 2002224428 and 200222432, Official Public Records, Travis County, Texas as said 1.00 acres is more particularly described by metes and bounds in exhibit labeled as Exhibit "A-2 – SAVE AND EXCEPT PARCEL NO. 1" attached hereto, and, FURTHER LESS, SAVE AND EXCEPT THEREFROM that 11.608 acre tract of land conveyed to Manor Independent School District by Deed recorded in Document No. 2011045968, Official Public Records, Travis County, Texas described by metes and bounds on "A-2 – SAVE AND EXCEPT PARCEL NO. 2".

TRACT 3: 3.913 acres of land, more or less, out of the WILLIAM STANDERFORD SURVEY No. 69, in Travis County, Texas, being more particularly described by metes and bounds in Exhibit "A-3" attached hereto and made a part hereof.

TRACT 4: 94.85 acres of land, more or less, out of the WILLIAM STANDERFORD SURVEY No. 70, the SUMNER BACON SURVEY No. 62 and the GREENBURY GATES SURVEY No. 63, in Travis County, Texas, being more particularly described by metes and bounds in Exhibit "A-4" attached hereto and made a part hereof.

TRACT 5: 35.60 acres of land, more or less, out of the WILLIAM STANDERFORD SURVEY No. 69, in Travis County, Texas, being more particularly described by metes and bounds in Exhibit "A-5" attached hereto and made a part hereof.

TRACT 6: Lots 19, 20 and 21, Block L, SHADOWGLEN PHASE 1 SECTION 1C, according to the map or plat thereof recorded in Document No. 201200084, Official Public Records, Travis County, Texas.

TRACT 7-A: Lots 42, 46, 47, 48, 49, 52, 55, 159 and 160, Block A; Lots 22, and 23, Block B; Lots 55, 56A and 56B in Block L; Lot 31, Block M; Lot 33, Block P and Lot 140, Block U, of SHADOWGLEN PHASE ONE SECTION 1(A), 2(A), 3(A), 4(A), a subdivision in Travis County, Texas according to the plat thereof recorded in Document No. 200300126 Plat Records, Travis County, Texas.

TRACT 7-B: Lot 159, Block A, of SHADOWGLEN PHASE ONE SECTION 2(B), a subdivision in Travis County, Texas according to the plat thereof recorded in Document No. 200400069 Plat Records, Travis County, Texas.

TRACT 7-C: Lot 141, Block A and Lot 6, Block I, of SHADOWGLEN PHASE ONE SECTION 3(B), a subdivision in Travis County, Texas according to the plat thereof recorded in Document No. 200300346 Plat Records, Travis County, Texas.

TRACT 7-D: Lot 33, Block P and Lot 144, Block S, of SHADOWGLEN PHASE ONE SECTION 4(B), a subdivision in Travis County, Texas according to the plat thereof recorded in Document No. 200300345 Plat Records, Travis County, Texas.

TRACT 7-E: Lot 133, Block U, of SHADOWGLEN PHASE ONE SECTION 7, a subdivision in Travis County, Texas according to the plat thereof recorded in Document No. 200500081 Plat Records, Travis County, Texas.

TRACT 7-F: Lots 106 and 111, Block A; Lots 33, 34, 36, 37, 38, 39, and 41, Block G; Lots 5, 7, 9, 12, 14, 17, 18, 19, 21, 23, and 24, Block K, of SHADOW GLEN PHASE ONE SECTION 10, a subdivision in Travis County, Texas according to the plat thereof recorded in Document No. 200600387 Plat Records, Travis County, Texas.

TRACT 7-G: Lots 1, 2, 3, 4, 6, 7, 8, 11, 14, 16, 17, 19, 20, 21, 22 and 24, Block D; Lots 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 32, 33, 34, 35 and 36, Block N; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block X, of SHADOWGLEN PHASE 1 SECTION 12-13, according to the map or plat thereof, recorded in Document No. 200700250, Official Public Records, Travis County, Texas.

TRACT 7-H: Lot 61, Block C; and Lot 1, Block D, of SHADOWGLEN PHASE 2 SECTION 15A, according to the map or plat thereof, recorded in Document No. 200600181, Official Public Records, Travis County, Texas.

TRACT 7-I: Lot 10, Block A; Lots 30 and 111, Block B; Lots 10, 11 and 12, Block C, of SHADOWGLEN PHASE 2 SECTION 14A, according to the map or plat thereof, recorded in Document No. 200600331, Official Public Records, Travis County, Texas.

TRACT 7-J: Lots 59, 60 and 61, Block C; Lots 1 and 39, Block D, of SHADOWGLEN PHASE 2 SECTION 15B, according to the map or plat thereof, recorded in Document No. 200600332, Official Public Records, Travis County, Texas.

Exhibit A-1

Meters and Bounds Description
PARCEL 1
349.79 Acres out of the
William Standerford Survey, No. 70
William Standerford Survey, No. 69
Travis County, Texas

DESCRIPTION of 349.79 acres (15,236,833 square feet) of land out of out of and portions of the William Standerford Survey No. 70 and the William Standerford Survey No. 69, located in Travis County, Texas and being a portion of a called 758.794 acre tract conveyed to Cottonwood Holdings, Ltd as recorded in Volume 12266, Page 1144 of the Official Public Records in Travis County, Texas (O.P.R.T.C.T.); a called 226.90 acre tract conveyed to Shadowglen Residential Community, Ltd by Deed recorded under Document No. 2003006089 in the O.P.R.T.C.T.; and a called 7.36 acre tract of land conveyed to Shadowglen Residential Community, Ltd as recorded in Document No. 2003254364 in the O.P.R.T.C.T. Said 349.79 acres tract being more particularly described by meters and bounds as follows with all bearings being referenced to Texas State Plane Coordinate System, NAD 83, Central Zone.

BEGINNING at a point marking the northwest corner of 226.90 acre tract;

THENCE, along the north boundary line of said 226.90 acre tract the following three (3) courses and distances:

1. South 63°07'12" East, a distance of 1738.36 feet to a point for corner;
2. North 25°21'12" East, a distance of 83.22 feet to a point for corner;
3. South 63°02'35" East, a distance of 2080.67 feet to a point marking the northeasterly corner of said 226.90 acre tract;

THENCE, along the easterly boundary line of said 226.90 acre tract the following two (2) courses and distances:

1. South 22°13'19" West, a distance of 366.80 feet to a point for corner;
2. South 29°31'07" West, a distance of 391.54 feet to a point for corner;

THENCE, South 22°43'48" East, a distance of 149.90 feet, leaving the easterly boundary line of said 226.90 acre tract, to a point for corner;

THENCE, South 12°05'57" East, a distance of 73.71 feet to a point for corner;

THENCE, South 03°32'51" East, a distance of 73.71 feet to a point for corner;

THENCE, South 01°00'13" West, a distance of 73.74 feet to a point for corner;

THENCE, South 07°33'21" West, a distance of 73.71 feet to a point for corner;

THENCE, South 14°06'27" West, a distance of 73.71 feet to a point for corner;

THENCE, South 21°01'02" West, a distance of 81.76 feet to a point for corner;

THENCE, South 27°28'30" West, a distance of 120.00 feet to a point for corner;
 THENCE, South 27°37'42" West, a distance of 120.00 feet to a point for corner;
 THENCE, South 27°46'53" West, a distance of 60.00 feet to a point for corner;
 THENCE, South 07°51'32" West, a distance of 167.70 feet to a point for corner;
 THENCE, South 35°03'56" West, a distance of 94.22 feet to a point for corner;
 THENCE, South 73°42'52" West, a distance of 122.31 feet to a point for corner;
 THENCE, North 62°00'00" West, a distance of 107.21 feet to a point for corner;
 THENCE, South 29°16'30" West, a distance of 294.12 feet to a point for corner;
 THENCE, South 10°17'34" West, a distance of 122.36 feet to a point for corner;
 THENCE, North 79°50'06" West, a distance of 120.00 feet to a point for corner;
 THENCE, South 10°09'54" West, a distance of 85.88 feet to a point for a curve to the right;

THENCE, 256.87 feet along the arc of said curve to the right having a Radius of 775.00 feet, a Central angle of 18°38'06", a Chord bearing of South 19°38'57" West, a distance of 255.40 feet to a point for corner;

THENCE, South 29°07'59" West, a distance of 175.37 feet to a point for corner;
 THENCE, South 60°42'07" East, a distance of 108.50 feet to a point for corner;
 THENCE, South 17°58'12" West, a distance of 59.41 feet to a point for corner;
 THENCE, South 29°07'59" West, a distance of 181.75 feet to a point for corner;
 THENCE, South 23°14'47" East, a distance of 135.66 feet to a point for corner;
 THENCE, South 23°19'58" West, a distance of 113.10 feet to a point for corner;
 THENCE, South 33°25'52" West, a distance of 128.99 feet to a point for corner;
 THENCE, South 85°03'03" West, a distance of 126.01 feet to a point for corner;
 THENCE, North 41°31'29" West, a distance of 119.04 feet to a point for corner;
 THENCE, South 68°55'33" West, a distance of 52.99 feet to a point for corner;
 THENCE, South 34°29'20" West, a distance of 72.97 feet to a point for corner;
 THENCE, South 52°53'02" West, a distance of 100.66 feet to a point for corner;
 THENCE, North 89°36'17" West, a distance of 81.22 feet to a point for corner;

THENCE, South 83°40'22" West, a distance of 115.11 feet to a point for corner;

THENCE, North 59°43'08" West, a distance of 102.22 feet to a point for corner;

THENCE, North 21°19'01" West, a distance of 105.37 feet to a point for corner;

THENCE, North 09°17'20" West, a distance of 81.76 feet to a point for corner;

THENCE, North 27°54'07" East, a distance of 320.35 feet to a point for corner;

THENCE, North 34°57'59" West, a distance of 46.07 feet to a point for a curve to the left;

THENCE, 133.60 feet along the arc of said curve to the left having a Radius of 275.00 feet, a Central angle of 27°50'07", a Chord bearing of North 48°53'03" West, a distance of 132.29 feet to a point for corner;

THENCE, North 62°48'07" West, a distance of 484.97 feet to a point for a curve to the left;

THENCE, 99.89 feet along the arc of said curve to the left having a Radius of 275.00 feet, a Central angle of 20°47'41", a Chord bearing of North 73°11'57" West, a distance of 99.26 feet to a point for corner;

THENCE, South 06°24'13" West, a distance of 120.00 feet to a point for corner;

THENCE, South 87°57'52" West, a distance of 45.50 feet to a point for corner;

THENCE, South 70°47'57" West, a distance of 45.48 feet to a point for corner;

THENCE, South 53°22'42" West, a distance of 162.62 feet to a point for corner;

THENCE, South 40°31'23" West, a distance of 46.42 feet to a point for corner;

THENCE, South 27°31'21" West, a distance of 46.42 feet to a point for corner;

THENCE, South 16°33'21" West, a distance of 114.74 feet to a point for corner;

THENCE, South 44°14'35" East, a distance of 85.54 feet to a point for corner;

THENCE, South 08°59'37" East, a distance of 136.28 feet to a point for corner;

THENCE, South 03°21'45" East, a distance of 225.46 feet to a point for corner;

THENCE, South 21°48'04" East, a distance of 142.43 feet to a point for corner;

THENCE, South 05°39'01" East, a distance of 435.10 feet to a point for corner;

THENCE, South 13°11'08" East, a distance of 102.27 feet to a point for corner;

THENCE, South 00°52'54" East, a distance of 131.34 feet to a point for corner;

THENCE, South 37°49'57" East, a distance of 171.53 feet to a point for corner;

THENCE, South 27°37'38" East, a distance of 67.98 feet to a point for corner;

THENCE, South 47°53'05" East, a distance of 69.64 feet to a point for corner;

THENCE, South 20°14'04" East, a distance of 101.07 feet to a point for corner;

THENCE, South 15°42'13" West, a distance of 120.96 feet to a point for corner;

THENCE, South 53°22'00" West, a distance of 111.43 feet to a point for corner;

THENCE, South 68°04'06" West, a distance of 253.46 feet to a point for corner;

THENCE, South 89°18'20" West, a distance of 110.43 feet to a point for corner;

THENCE, South 15°31'29" West, a distance of 100.08 feet to a point for corner;

THENCE, South 17°48'37" West, a distance of 235.09 feet to a point for corner and being in the northern boundary of Lot 4 of the Shadowglen Golf Course as recorded under Document No. 200300186 of the O.P.R.T.C.T.;

THENCE, along the northern boundary of Lot 4 of the Shadowglen Golf Course the following seven (7) courses and distances:

1. South 77°13'05" West, a distance of 118.23 feet to a point for corner;
2. South 45°18'28" West, a distance of 389.91 feet to a point for corner;
3. South 36°36'09" West, a distance of 163.61 feet to a point for corner;
4. North 49°52'59" West, a distance of 652.50 feet to a point for corner;
5. North 62°19'48" West, a distance of 382.09 feet to a point for corner;
6. North 62°19'48" West, a distance of 254.55 feet to a point for corner;
7. South 69°37'25" West, a distance of 114.69 feet to a point for corner;

THENCE, North 83°30'08" West, a distance of 103.47 feet to a point for corner and being located in east right-of-way of Fuchs Grove Road;

THENCE, North 27°34'08" East, a distance of 3146.04 feet along the east right-of-way of Fuchs Grove Road to a point for corner and marking the southwesterly corner of the aforementioned 7.36 acre tract;

THENCE, North 19°26'12" West, a distance of 65.00 feet along said east right-of-way of Fuchs Grove Road and westerly boundary of said 7.36 acre tract to a point for corner;

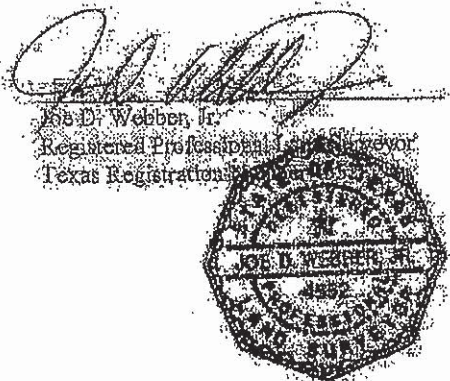
THENCE, North 69°43'04" East, a distance of 431.02 feet leaving the east right-of-way of Fuchs Grove Road to a point for corner and marking the most northerly corner of said 7.36 acre tract. Said point also being in the southwesterly boundary line of the aforementioned 226.90 acre tract;

THENCE, along the southwesterly boundary line of said 226.90 acre tract the following thirteen (13) courses and distances:

1. THENCE, North 13°55'57" West, a distance of 251.36 feet to a point for corner;
2. THENCE, South 84°25'44" West, a distance of 309.12 feet to a point for corner;
3. THENCE, North 24°02'23" West, a distance of 368.01 feet to a point for corner;
4. THENCE, North 82°02'23" West, a distance of 292.56 feet to a point for corner;
5. THENCE, North 00°45'13" West, a distance of 120.05 feet to a point for corner;
6. THENCE, North 40°02'30" West, a distance of 380.38 feet to a point for corner;
7. THENCE, North 69°36'38" East, a distance of 301.80 feet to a point for corner;
8. THENCE, North 43°33'15" East, a distance of 171.98 feet to a point for corner;
9. THENCE, North 01°31'16" West, a distance of 108.51 feet to a point for corner;
10. THENCE, South 87°08'09" West, a distance of 180.67 feet to a point for corner;
11. THENCE, North 32°09'24" West, a distance of 305.84 feet to a point for corner;
12. THENCE, North 02°20'49" East, a distance of 399.90 feet to a point for corner;
13. THENCE, North 62°41'51" West, a distance of 226.46 feet to a point for corner and marking the most westerly corner of said 226.90 acre tract;

THENCE, North 27°37'00" East, a distance of 1397.71 feet along the northwesterly boundary line of said 226.90 acre tract to the POINT OF BEGINNING containing a computed area of 349.79 acres (15,236,833 square feet) of land, more or less.

This legal description was constructed by the use of records compiled by ABCOM Technical Services and Municipal District Maps. No field work was performed in the creation of this document.



Date: 11-19-12

Prepared by:
ABCOM
400 W. 15th Street, Suite 500
Austin, TX 78701

Exhibit A-1
SAVE AND EXCEPT PARCEL:

Director Lot 1
Wilbarger Creek MUD No. 2

METER AND BOUNDS DESCRIPTION

Being all that certain 1.000 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and comprised of (a) that certain 97.212 acre tract (called Tract 2); (b) that certain 181.445 acre tract (called Tract 1); (c) that certain 758.794 acre tract (called Tract 4). In Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, and Volume 12266, Page 1144, TCRPR, all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERTFORD SURVEY NO. 69 AND NO. 70, Travis County, Texas, all being originally out of Tracts 2, 4, 5, 6, 7, 8, and 9, of the T. N. RECTOR ESTATE, according to the map or plat thereof as described in Volume 82, Page 323, Cause No. 6096, Travis County Probate Records; (d) that certain 109.3705 acre tract (called 109.37 acres) as conveyed to George J. Eppright by Deed recorded in Volume 4036, Page 609, TCRPR, and conveyed to Cottonwood Holdings, Inc. in Document No. 1999115220, Travis County Official Public Records (TCOPR); (e) that certain 80.187 acre and 69.813 acre tracts as described in Deed to Nancy E. Nordquist, Trust and Ben R. Eppright, Jr. by Deed recorded in Volume 12844, Page 790, TCRPR; and (f) that certain 120.7149 acre tract conveyed to Edward Gonsenbach by Deed recorded in Volume 3188, Page 1047, TCRPR; said 1.000 acre tract being more particularly described by notes and bounds as follows, to-wit:

COMMENCING at a point marking the Southeast corner of the herein described tract, same being located at the intersection with the existing City of Manor City Limits Line (having State Plane Coordinates of X = 3176104.57, Y = 10102427.11), same being located in the East line of said 1020.318 acre tract and being further located North 28°09'05" East-654.62 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract, same being in the West line of that certain tract to R. A. Butler as recorded in Volume 4968, Page 2223, TCRPR;

THENCE, North 28°09'05" East, with the said East line of 1020.318 acre tract, a distance of 502.84 feet to an internal "L" corner, same being the Northwest corner of said Butler tract;

THENCE, South 62°15'10" East, a distance of 4.21 feet to a point for external "L" corner, same being the Southwest corner of a tract to R. C. Sneed as recorded in Volume 4676, Page 1843, TCRPR;

THENCE, North 27°45'50" East, with the said East line of 1020.318 acre tract, a distance of 1128.36 feet to an angle point for corner;

THENCE, North 27°15'30" East, with the said East line of 1020.318 acre tract, a distance of 1070.78 feet to an iron rod found for corner, same being the Southeast corner of that said 180.00 acre (69.813 acre) tract to Russell Eppright;

THENCE, North 26°45'25" East, with the said East line of 1020.318 acre tract, a distance of 444.52 feet to an iron rod found for corner, same being the Northwest corner of said Sneed tract and the Southwest corner of that said 109.3705 acre tract;

THENCE, North 27°39'55" East, with the East line of said 1020.318 acre tract and the West line of said 109.3705 acre tract, a distance of 103.60 feet to an iron rod set at the intersection with the South line of that certain 100-foot wide LCRA Electric Transmission Easement as described in Deed recorded in Volume 623, Page 421, TCRPR;

THENCE, North 72°10'21" West, with the said South line of the LCRA Easement, a distance of 6727.85 feet to the Southeast corner and POINT OF BEGINNING hereof;

THENCE, continue, North 72°10'21" West, with the said South line of the LCRA Easement, a distance of 435.60 feet to an iron rod set for the Southwest corner hereof, same being located in the East right-of-way line of Rector Loop and a Westerly line of said 1020.318 acre tract;

THENCE, North 27°30'39" East, with the said East right-of-way line of Rector Loop, a distance of 101.45 feet to an iron rod set for the Northwest corner hereof;

THENCE, South 72°10'21" East, with the North line of said LCRA Easement, a distance of 435.60 feet to an iron rod set for the Northeast corner hereof;

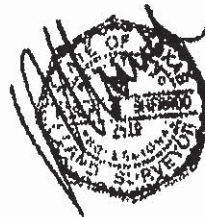
THENCE, South 27°30'39" West, a distance of 101.45 feet to the POINT OF BEGINNING and containing 1.000 acres of land.

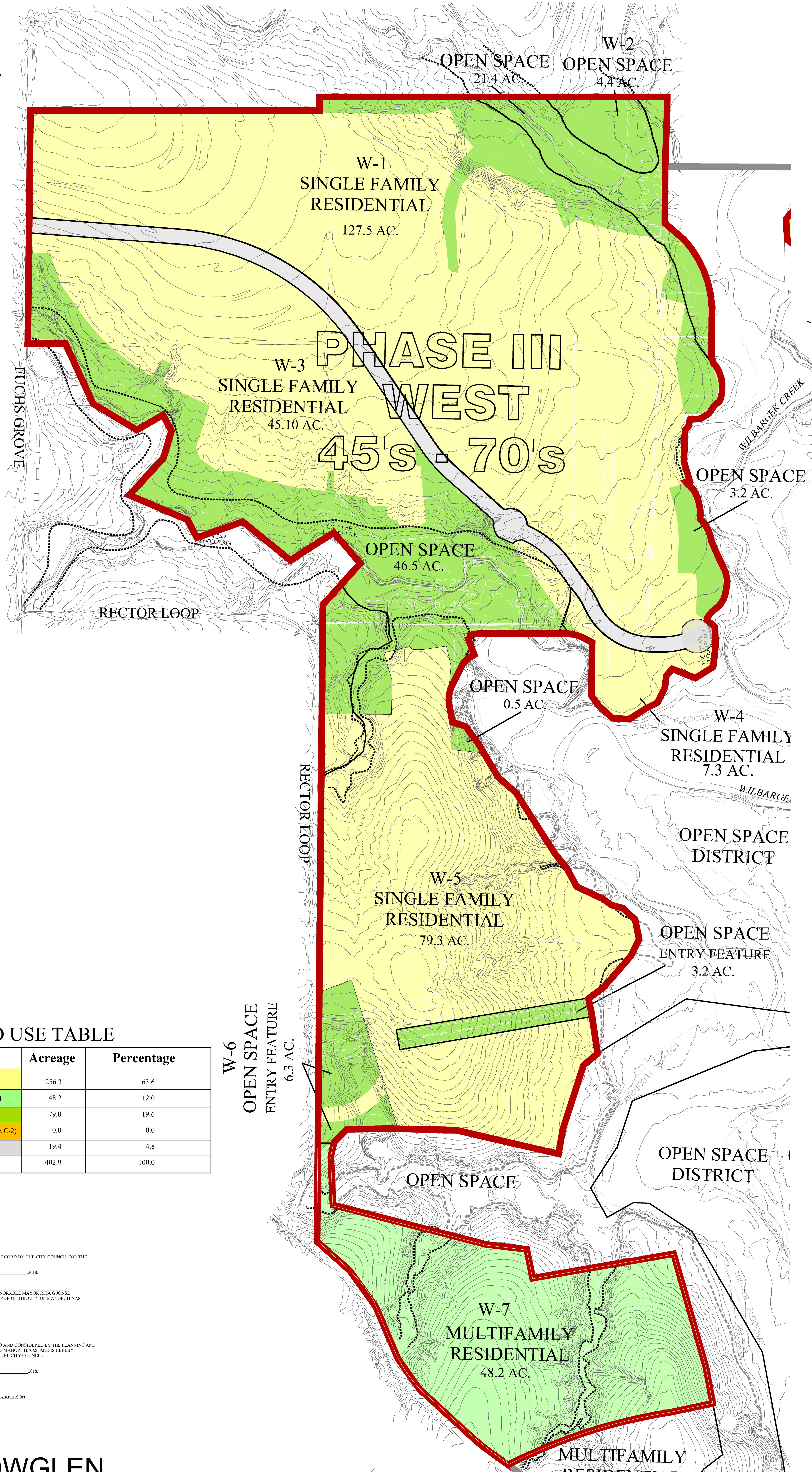
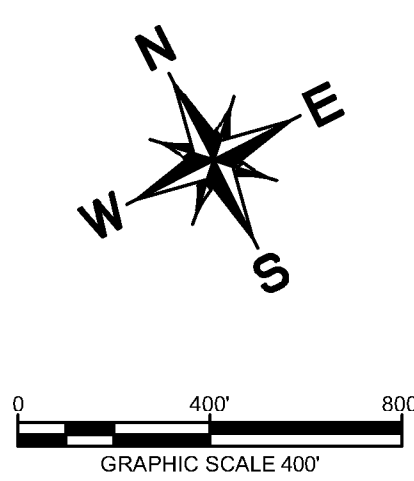
BASIS OF BEARINGS: Texas State Plane Coordinate System, Central Zone

Compiled From Field Information By:

Robert M. Sherrod, R.P.L.S.
GEO. A. Geographical Land Services Co.
4412 Spicewood Springs Road, #1002
Austin, Texas 78759
RMH:ike
March 26, 2001
GEO Job No. 965457

Page 2 of 2 Pages





LAND USE TABLE

Land Use	Acreage	Percentage
SINGLE FAMILY RESIDENTIAL	256.3	63.6
Multi-family Residential	48.2	12.0
Open Space	79.0	19.6
COMMERCIAL (C-1 & C-2)	0.0	0.0
Major Roadways	19.4	4.8
Total	402.9	100.0

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS:

DATED THIS _____ DAY OF _____, 2018.

BY:

HONORABLE MAYOR RITA G JONES
MAYOR OF THE CITY OF MANOR, TEXAS

ATTEST:

CITY SECRETARY

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

DATED THIS _____ DAY OF _____, 2018.

BY:

CHAIRPERSON

EXHIBIT "C-2"

SUBDIVISION VARIANCES

1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY TREES 18 INCHES IN CALIPER AND LARGER AND TREES BETWEEN 8 AND 18 INCHES IN CALIPER TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
4. SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 30% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIOS DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
5. ALL DRAINAGE IMPROVEMENTS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF AUSTIN'S DRAINAGE CRITERIA MANUAL (DCM), AS CURRENTLY AMENDED, SAVE AND EXCEPT: (i) THOSE PROVISIONS OF THE DCM SET OUT IN SECTION 4.0(B)(1) OF THE CITY OF MANOR ORDINANCE NO. 159; (ii) PARAGRAPH 1.2.A OF THE DCM; (iii) PARAGRAPH 2.2.1.A AND 2.2.1.E OF THE DCM; AND (iv) ANY OTHER PROVISIONS OF THE DCM THAT WOULD CAUSE THE FLOODPLAIN DELINEATION TO BE DIFFERENT FROM THE 100-YEAR FLOODPLAIN ESTABLISHED BY FEMA. THE LOCATION OF THE 100-YEAR FLOODPLAIN SHALL BE THE LOCATION ESTABLISHED BY FEMA.
6. A L.O.M.R. SHALL BE SUBMITTED PRIOR TO THE FINAL PLATTING OF ANY LOT LOCATED WITHIN THE 100-YEAR FLOODPLAIN ESTABLISHED BY FEMA.
7. LEXINGTON STREET MAY CROSS WILBARGER CREEK VIA A LOW WATER CROSSING EQUIPPED WITH A SYSTEM IN WHICH GATES WILL BE INSTALLED UPSTREAM ON WILBARGER CREEK THAT WILL PROVIDE AUDIBLE AND VISUAL WARNING TO DRIVERS ON LEXINGTON IF STREAM FLOWS INDICATE THAT WATER WILL TOP THE BRIDGE BEFORE GATES LOCATED ON EITHER SIDE OF THE LOW WATER CROSSING CLOSE, PREVENTING DRIVERS FROM DRIVING ON TO THE LOW WATER CROSSING. THE LOW WATER CROSSING EQUIPMENT MUST COMPLY WITH CITY OF AUSTIN SPECIAL SPECIFICATION 16700, AS MODIFIED FOR DATA FLOW SYSTEM SCADA EQUIPMENT.
8. THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE MASTER LAND PLAN THAT ARE PERMITTED TO BE OF SUCH MINIMUM LOT AREA AND LOT WIDTH CATEGORY), HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS, AND LANDSCAPING REQUIREMENTS FOR LOTS SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE MASTER LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
9. LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
10. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND RADIAL TO CURVED STREET LINES.
11. THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AREAS NEED NOT BE COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
12. THE AREA WITHIN THE CITY'S TERRITORIAL JURISDICTION ZONED DISTRICT "OS" SHALL SATISFY THE CITY'S PARKLAND DEDICATION REQUIREMENTS FOR ALL LAND SHOWN WITHIN THE PUD OR THE MASTER LAND PLAN. ALL PROPERTY IDENTIFIED AS OPEN SPACE ON THE PUD PLAN OR ON THE MASTER LAND PLAN SHALL BE DEDICATED TO THE CITY OR TO A MUNICIPAL UTILITY DISTRICT.
13. THE AREA OF NON-RECTANGULAR LOTS SHALL BE PROVIDED WITH THE FILING OF A FINAL PLAT.

SHADOWGLEN
PHASE 3 LAND USE PLAN

Manor, Texas
DECEMBER, 2017

WILBARGER CREEK

Kimley » Horn

10814 Jollyville Road
Suite 300
Austin, Texas 78759
512-415-1771
State of Texas Registration No. F-526

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the first reading of an ordinance rezoning Abstract 260 Survey 22 Elison T, 33.89 acres more or less, locally known as 12700 Sparks Road, from Interim Single Family Residential (R-1) district zoning to Manufactured Home (M-1) district zoning. Owner: Ulises Hernandez. Applicant: Mike McMinn, McMinn Land Surveying Co.

BACKGROUND/SUMMARY:

The applicant has pulled this request but because notices were already sent out it is still on the agenda.

Planning Commission recommends denial 6-0

PRESENTATION: ☐ YES ☒ NO

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

Zoning Ordinance

Letter of intent

Zoning Map

Area Map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council deny an ordinance rezoning Abstract 260 Survey 22 Elison T, 33.89 acres more or less, locally known as 12700 Sparks Road, from Interim Single Family Residential (R-1) district zoning to Manufactured Home (M-1) district zoning.

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Residential (R-1) to zoning district Manufactured Home (M-1). The Property is accordingly hereby rezoned to Manufactured Home (M-1).

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

PASSED AND APPROVED FIRST READING on this the 21st day of February 2018.

PASSED AND APPROVED SECOND AND FINAL READING on this the 7th day of March 2018.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia Tijerina,
City Secretary

EXHIBIT “A”

Property Legal Description:

Abstract 260 Survey 22 Elison T, 33.89 acres more or less

Property Address:

12700 Sparks Road, Manor, Texas 78653

McMinn Land Surveying Company

4008 GREENMOUNTAIN LANE

AUSTIN, TEXAS 78759

(512) 343-1970 mike@mcminnsurveying.com

ZONING CHANGE REQUEST - LETTER OF INTENT

January 12, 2018

Scott Dunlop
Planning Coordinator
City of Manor, Texas

Mr. Dunlop,

I am writing on behalf of Ulises Hernandez, owner of the property located at 12700 Sparks Road, Manor, Texas.

As we have discussed and as I understand you have discussed with Mr. Hernandez, he is proposing to partition his property into tracts of land larger than 5 acres in land area. Said partition tracts to be served via private access easements created along the gravel roads that exist on the property. A Road Association is being created to be responsible for maintenance of the roads. We have already surveyed the property that is currently in the City Limits of the City of Manor. He is working on submitting a request to have the remainder of his property annexed into the City Limits of the City of Manor.

Based on communications that we had early in my involvement in the process, it is our understanding that as long as the partitioned tracts of land are in excess of 5 acres, the development is exempt from City of Manor platting requirements. You advised, by email, that you had spoken with the city engineer who confirmed that your subdivision ordinance wouldn't apply to this plat because all tracts are over 5 acres. You advised that we may want to check with ESD 12 to see if there are any issues on their part with the subdivision. Mr. Hernandez had already been in contact with ESD12. They had already visited the site with him and had made a few minor requests, such as removing the gate at the entrance to the property.

It is my understanding that Mr. Hernandez learned from you on or about January 11, 2018, that the existing R-1 zoning will not allow for development of the property with manufactured homes. Being that most of the homes visible from and/or existing on the subject tract of land are manufactured homes, it seems reasonable that the subject property be zoned to allow for what appears to be the preferred type of construction in the community.

We are requesting that the zoning be changed to M-1 to allow manufactured homes to be legally installed on the subject tract of land. Mr. Hernandez is attempting to follow the regulations

Please feel free to contact Mr. Hernandez or me with any additional questions.

Sincerely,



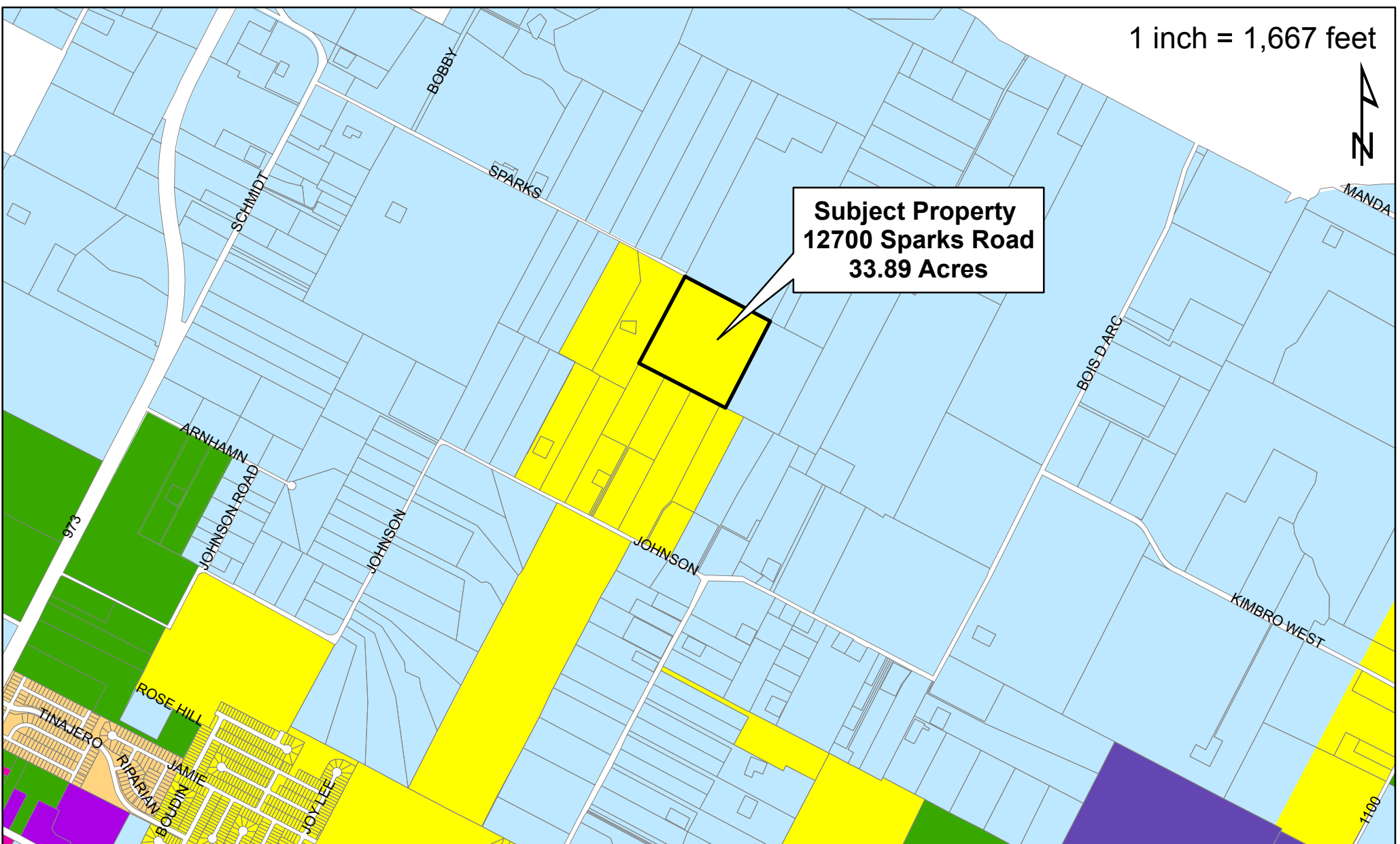
Mike McMinn, R.P.L.S.

Submitted electronically on www.mygovernmentonline.org

1 inch = 1,667 feet



Subject Property
12700 Sparks Road
33.89 Acres



Proposed Zoning M-1 - Manufactured Home

Current Zoning - R-1 Single Family

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





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: February 21, 2018

PREPARED BY: Paige Saenz

DEPARTMENT: City Attorney

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the development of policies governing Public Improvement Districts and Tax Increment Reinvestment Zones.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

PID Policy

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council take action on the development of policies governing Public Improvement Districts and Tax Increment Reinvestment Zones.

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



Public Improvement District Policy Draft

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

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

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

Location

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

1. a development agreement must be entered into prior to the levy of assessments requiring (i) compliance with the City’s development standards, (ii) City building permits, and (iii) easements over City streets to enable the City to collect franchise fees;
2. a maintenance assessment will be required to maintain roads at the City’s standards; and
3. a separate services assessment for police and/or fire may be required if the City determines it is in its best interest.

Application Fee and Professional Services Reimbursement Agreement

A non-refundable application fee of \$15,000.00 is required at the time a petition is filed. If the City determines it is in its best interest to establish a PID, a Professional Services Reimbursement Agreement will be entered into with the developer. The Professional Services Reimbursement Agreement will require the developer to deposit funds (in addition to the amounts already required to pay for the City’s costs for staff including the City Attorney, City Engineer and City Planning staff) to pay for third party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts.

Development Standards

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

1. The project must include improvements that enhance the City's master plan, including the City's thoroughfare plan and water and wastewater plans (improvements must exceed current subdivision regulations) and advance the City's trail and park plans.
2. Any improvements that are offsite or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout.
4. Preference will be given to mixed use projects that include a mix of residential and commercial uses.
5. Preference will be given to projects where average home price is expected to exceed other surrounding new home community pricing by \$75,000.
6. Preference will be given to projects within the ETJ that voluntarily annex into the City's corporate limits.

Collection of Assessments

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

Disclosure to Homeowners

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

1. Landowner's Agreement to be recorded in the Official Public Records of Travis County.
2. Signage at major entryways and exits.
3. Signage and information flyers in any sales centers within the PID that include:
 - a. Frequently Asked Questions
 - b. Total Assessment
 - c. Average Annual Installment
 - d. Equivalent Tax Rate
4. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code.
5. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

City Consultants

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

Maximum Assessment

The annual PID installment shall not exceed an amount that increases the total equivalent tax rate above \$3.26. A true-up calculation will be performed at each bond issuance and upon filing of a final plat to

ensure that the maximum assessment is not exceeded, which may result in a mandatory prepayment from the developer.

Assessment Term/Bond Term

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

PID Bonds

The following performance standards shall apply to PID bonds:

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