



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**

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Wednesday, September 5, 2018

7:00 p.m.

Manor City Hall – Council Chambers  
105 E. Eggleston Street

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

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENTS**

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

### **CONSENT AGENDA**

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

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|---|------------------------------------|
| 1. Consideration, discussion, and possible action to approve the City Council Minutes of the August 15, 2018, Regular Meeting.  | Lluvia Tijerina,<br>City Secretary |
| 2. Consideration, discussion, and possible action on an Interlocal Agreement between Travis County and the City of Manor for Emergency Law Enforcement Dispatch Services. | Ryan Phipps,<br>Chief of Police    |

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| 3. Consideration, discussion, and possible action to approve a resolution adopting and establishing a Deferred Compensation Plan with Nationwide; and Authorization for the City Manager to execute the agreement.  | Tracey Vasquez,<br>HR Coordinator        |
| 4. Consideration, discussion, and possible action on renewing a plan document for FY 2018-2019 between the City of Manor and the Flex System Spending Account, TASC; and Authorization for the City Manager to execute the agreement.   | Tracey Vasquez,<br>HR Coordinator        |
| 5. Consideration, discussion and possible action on proposed changes to the City of Manor Personnel Policies and Procedures Handbook.   | Tracey Vasquez,<br>HR Coordinator        |
| 6. Consideration, discussion and possible action on an agreement with Data Armor for shredding services; and authorization for the City Manager to execute the agreement.   | Thomas Bolt,<br>City Manager             |
| 7. Consideration, discussion, and possible action on a second and final reading of an ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2 <b>Applicant:</b> Texas State Rentals. <b>Owner:</b> Ronald Wills | Scott Dunlop,<br>Planning<br>Coordinator |
| 8. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Chapter 3, Article 3.03, Division 8, Part III, Section 3.03.472 Wiring and Conduits.  | Thomas Bolt,<br>City Manager             |

## PUBLIC HEARINGS

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| 9. Conduct the first public hearing on the FY 2018-2019 Proposed Annual Budget of the City of Manor, Texas.  | Thomas Bolt,<br>City Manager             |
| 10. Conduct the first public hearing on the FY 2018-2019 Proposed Property Tax Rate of the City of Manor, Texas.   | Thomas Bolt,<br>City Manager             |
| 11. Conduct a public hearing regarding the annexation of 24.00 acres of land, more or less, adjacent and contiguous to the city limits and being located in the James Manor Survey No. 39, Abstract No. 528, James Manor Survey No. 40, Abstract No. 566, and Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas. | Scott Dunlop,<br>Planning<br>Coordinator |

## REGULAR AGENDA

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| 12. Consideration, discussion, and possible action on Change Order No. 1 for the 2017 Paving Improvements Project.   | Pauline M. Gray,<br>P.E. City Engineer<br>Staff |
| 13. Consideration, discussion, and possible action on a second and final reading of an ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D' Arc Road, Manor, Texas from Interim Agricultural to Light Commercial C-1. <b>Applicant:</b> Kim Perry. <b>Owner:</b> Kim Perry. | Scott Dunlop,<br>Planning<br>Coordinator        |

14. Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Chapter 14, Article 14.02, Exhibit A, Article 3, Section 60 Construction Plans on Lots 4 & 5, Block 11 Town of Manor, locally known as 900 N. Lexington / 105 East Murray Street to allow for construction of an unimproved off-street parking area for Brain Freeze of Texas semi-permanent food establishment. **Applicant:** Ingrid and Chris Cannon. **Owner:** Rethann Glass
15. Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Chapter 13, Article 13.01, Section 13.01.002(a) Installation of Utility and Service Lines to allow for above ground services for approximately 2,171 feet along the northside of Tower Road adjacent to the Presidential Heights subdivision. **Applicant:** Bill Scoggins, Bluebonnet Electric Cooperative
- Scott Dunlop,  
Planning  
Coordinator
- Scott Dunlop,  
Planning  
Coordinator

## 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, August 31, 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/ TRMC  
City Secretary for the City of Manor, Texas

## NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

**PREPARED BY:** Lluvia Tijerina, City Secretary

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the August 15, 2018, Regular Meeting.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

August 15, 2018, Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes for the August 15, 2018, Regular Meeting.

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

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
AUGUST 15, 2018**

**PRESENT:**

Rita G. Jonse, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia Tijerina, City Secretary  
Scott Dunlop, Planning Coordinator  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Mike Tuley, Public Works Director  
Sarah Friberg, Court Clerk

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, August 15, 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, Sarah Friberg, Court Clerk, led the Pledge of Allegiance.

**PUBLIC COMMENTS**

No one appeared to speak at this time.

## **CONSENT AGENDA**

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the August 1, 2018, Regular Meeting.**
- 2. Consideration, discussion, and possible action on acceptance of the July 2018 Departmental Reports:**
  - **Police – Ryan Phipps, Chief of Police**
  - **Development Services – Scott Dunlop, Planning Coordinator**
  - **Municipal Court – Sarah Friberg, Court Clerk**
  - **Public Works – Mike Tuley, Director of Public Works**
  - **Finance – Lydia Collins, Director of Finance**
- 3. Consideration, discussion, and possible action to approve an agreement for Public Health Services between the City of Austin and the City of Manor.**

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

## **REGULAR AGENDA**

- 4. Consideration, discussion, and possible action on setting public hearings for the FY 2018-2019 Proposed Annual Budget and 2018-2019 Property Tax Rate.**

The City staff's recommendation was the City Council set the Public Hearings on the FY2018-2019 proposed Annual Budget and Tax Rate of the City of Manor, Texas for September 5, 2018, at 7:00 p.m. and September 19, 2018, at 7:00 p.m.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to set the Public Hearings on the FY2018-2019 proposed Annual Budget and Tax Rate of the City of Manor, Texas for September 5, 2018, at 7:00 p.m. and September 19, 2018, at 7:00 p.m. The motion carried unanimously.

- 5. Consideration, discussion, and possible action on a first reading of an Ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2. Applicant: Texas State Rentals. Owner: Ronald Wills**

The City staff's recommendation was that the City Council approve a first reading of an Ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2.

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

City Manager Bolt discussed the rezoning ordinance for 13903 E US Hwy 290 Manor, Texas.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Pierson, the Council voted six (6) For and none (0) Against to approve a first reading of an Ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2. The motion carried unanimously.

**6. Consideration, discussion, and possible action on a first reading of an Ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Light Commercial C-1. Applicant: Kim Perry. Owner: Kim Perry.**

The City staff's recommendation was that the City Council approve a first reading of an Ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Neighborhood Business.

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

City Manager Bolt discussed the rezoning ordinance for 13812 Bois D'Arc Lane, Manor, Texas.

The discussion was held regarding the regulations for Neighborhood Business.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Amezcua the Council voted six (6) For and none (0) Against to approve a first reading of an Ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Neighborhood Business. The motion carried unanimously.

**7. Consideration, discussion, and possible action on an ordinance accepting 65.00 acres, more or less, of land and abutting streets, roads and rights-of-way into the city's extraterritorial jurisdiction at the request of the landowner.**

The City staff's recommendation was that the City Council approve Ordinance No. 524 accepting 65.00 acres, more or less, of land and abutting streets, roads and rights-of-way into the city's extraterritorial jurisdiction at the request of the landowner.

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

City Manager Bolt discussed the annexation ordinance accepting 65.00 acres into the City's Extraterritorial Jurisdiction.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Pierson the Council voted six (6) For and none (0) Against to approve Ordinance No. 524 accepting 65.00 acres, more or less, of land and abutting streets, roads and rights-of-way into the city's extraterritorial jurisdiction at the request of the landowner. The motion carried unanimously.

### **ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 7:12 p.m. on Wednesday, August 15, 2018.

These minutes approved by the Manor City Council on the 5<sup>th</sup> day of September 2018.

### **APPROVED:**

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Rita G. Jonse  
Mayor

### **ATTEST:**

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Lluvia Tijerina, TRMC  
City Secretary



AGENDA ITEM NO. <sup>2</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Ryan Phipps, Chief of Police

DEPARTMENT: Police Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Interlocal Agreement between Travis County and the City of Manor for Emergency Law Enforcement Dispatch Services.

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**BACKGROUND/SUMMARY:**

This is the yearly interlocal agreement entered into to provide emergency dispatch services.

PRESENTATION: ☐ YES ☒ NO

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

Interlocal Agreement

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**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council approve the Interlocal Agreement between Travis County and the City of Manor for Emergency Law Enforcement Dispatch Services.

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

## **Interlocal Agreement between Travis County and Manor For Emergency Law Enforcement Dispatch Services**

This Interlocal Agreement (Agreement) is between the following parties: Manor, Texas located in Travis County, hereinafter referred to as “City” and Travis County hereinafter referred to as “County”.

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff’s Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assist both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

### **1.0 County Performance**

1.1 The Travis County Sheriff’s Office (TCSO) will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by TCSO. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The TCSO Emergency Communications Manager is the responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8:00 a.m. – 5:00 p.m. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The TCSO Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the Emergency Communications Center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by TCSO so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary.

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## **2.0 City Performance**

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by TCSO.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

## **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2018 and shall continue through September 30, 2019, unless sooner terminated by either party as provided herein.

3.2 Renewal Term. Subject to continued funding by the parties, this Agreement will automatically renew October 1, 2019 for one consecutive one-year term, ending on September 30, 2020, unless sooner terminated by either party as provided herein.

3.3 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

3.4 Settling of Costs. If this Agreement is terminated for any reason, the parties will prorate the costs of services provided. If termination occurs prior to payment, City will pay County a prorated amount for the services provided prior to termination. If termination occurs after payment, County will refund City a prorated amount based on the services provided prior to termination.

#### **4.0 Mobile Data Computer**

4.1 City participation in the County's system of mobile access and use of law enforcement data (Mobile Data System) is beneficial to both the County and the City. Participation in Mobile Data System is voluntary.

4.2 City will provide its own computer(s) and mounting hardware for installation in police vehicles which must be approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County will provide network connectivity support for the Mobile Data System by making the County Information Technology Help Desk available to City police officers during normal business hours free of charge.

4.4 Maintenance and repair of the City's computer hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County must be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image. The County will provide advance written notice to the City, which may consist of an electronic message, when the cost of maintenance or service will be payable by the City.

4.5 The County shall not increase the service rate for the duration of the annual contract other than as outlined in Section 5.3. If either Party terminates this Agreement, the County has the right to receive payment on terms provided in this Agreement for any parts, labor, or additional services provided by the County before the effective date of termination.



4.6 The County and City agree to abide by all current and hereafter approved rules of the Texas, and National Law Enforcement Telecommunications Systems and of the Texas and National Crime Information Centers (TCIC/NCIC), including but not limited to all requirements of the CJIS Security Policy. The compliance with those requirements shall be determined by the County and TCIC. Non-compliance with CJIS Security Policy will be reviewed by County and City and either party may terminate this Agreement if the other party is noncompliant with CJIS.

## **5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ **177,666** for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15 of each year this Agreement is in effect.

5.2 Costs of IT Support for Mobile Data System. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$60.00 per hour for work performed during “normal business times,” which are from 8:00 a.m. until 5:00 p.m. on Monday through Friday. Trip charges for service calls that require travel to the City’s location will be based on distance traveled and paid at the standard GSA mileage rate and IAW Travis County policy. Any additional costs associated with Information Technology support will be billed bi-annually.

5.3 County may raise the base amount for dispatch services in Section 5.1 and the hourly labor costs in 5.2 once annually during each year of this Agreement by sending a letter to the City detailing the new costs. The amount raised will not be more than fifteen percent (15%) in one year. If City agrees to the new amount, City will sign the letter agreeing to the new cost model and it will not change other terms or the automatic renewal of this Agreement. City or County may terminate this Agreement pursuant to 3.3 for any reason, including a disagreement about the raise in the base amount (or in 5.2, the raise in the costs of IT Support).

5.4 The financial obligations of the parties shall be paid from current revenues available to the respective parties.

## **6.0 Access to Records.**

Read only access to emergency communications records will be made available to the City via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County’s CAD system.

Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

## **7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution, unless otherwise required by applicable law. The City will cooperate with the County and will request an opinion of the Texas Attorney General, as necessary, to withhold from disclosure information generated by CAD in response to a request for public information pursuant to the Texas Public Information Act. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

## **8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## **9.0 Limitations and Liabilities**

9.1 Nothing in this Agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this Agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the City representation on any boards associated with the operations of the emergency communications center.

9.2 Neither the County nor the City will be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of the other. In no event will either party be liable to the other for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 Within ten (10) City business days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

- 10.0 **Notifications.** Any notice under this Agreement must be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sarah Eckhardt (or her successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_

10.0 **Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

**Travis County**

\_\_\_\_\_  
By: Sarah Eckhardt  
Travis County Judge

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

**City of** \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

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

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve a resolution adopting and establishing a Deferred Compensation Plan with Nationwide; and Authorization for the City Manager to execute the agreement.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Resolution No. 2018-09  
agreement

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve Resolution No. 2018-09 adopting and establishing a Deferred Compensation Plan with Nationwide; and authorize the City Manager to execute the agreement.

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

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**RESOLUTION NO. 2018-09**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS  
ADOPTING AND ESTABLISHING  
A DEFERRED COMPENSATION PLAN**

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**WHEREAS**, the City has considered the establishment of a Deferred Compensation Plan to be made available to all eligible city employees, elected officials, and independent contractors pursuant to Federal legislation permitting such Plans; and

**WHEREAS**, certain substantial tax benefits could accrue to employees, elected officials, and independent contractors participating in said Deferred Compensation Plans; and

**WHEREAS**, such benefits will act as incentives to City employees to voluntarily set aside and invest portions of the current income to meet their future financial requirements and supplement their City retirement and Social Security (if applicable), at no cost to the City; and

**WHEREAS**, Nationwide Retirement Solutions has established a master prototype deferred compensation program for cities and political subdivisions permitting its member cities and their employees to enjoy the advantages of this program; and

**WHEREAS**, the City of Manor, Texas desires to appoint Nationwide Retirement Solutions as plan administrator and adopt a deferred compensation plan to comply with the requirements of Nationwide Retirement Solutions and Section 457 of the Internal Revenue Code; and

**WHEREAS**, Nationwide Retirement Solutions, as Plan Administrator, agrees to hold harmless and indemnify the City, its appointed and elected officers and participating employees from any loss resulting from Nationwide Retirement Solutions or its Agents failure to perform its duties and services pursuant to the Nationwide Retirement Solutions' Program;

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

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**SECTION 1. ADOPTION AND ESTABLISHMENT.** The City Council hereby adopts The Nationwide Retirement Solutions Deferred Compensation Program and its attendant investment options and hereby establishes the City of Manor, Texas Deferred Compensation Plan for the voluntary participation of all eligible city employees, elected officials and independent contractors.

- a) The City Manager, or designee, is hereby authorized to execute for the City, individual participation agreements with each said employee requesting same, and to act as the Administrator of the Plan representing the City, and to execute such agreements, documents and contracts as are necessary to implement the Program. It is implicitly understood that other than the incidental expenses of

collecting and disbursing the employees' deferrals and other minor administrative matters, that there is to be no cost to the City for the Program.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 5<sup>th</sup> DAY OF SEPTEMBER 2018.**

**CITY OF MANOR, TEXAS**

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Rita G. Jonse,  
Mayor

**ATTEST:**

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Lluvia Tijerina TRMC,  
City Secretary

# NATIONWIDE RETIREMENT SOLUTIONS DEFERRED COMPENSATION PLAN

## ADMINISTRATIVE SERVICES AGREEMENT (NRS City)

This Administrative Services Agreement ("Agreement") is effective on the date written below by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (hereinafter "Nationwide"), and the City of Manor, Texas, a City organized and existing under the laws of the State of Texas with at office at 105 E. Eggleston St., P.O. Box 387, Manor, Texas 78653, the Plan Sponsor ("Plan Sponsor").

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), established and sponsors a Section 457 Plan (hereinafter the "Plan");

WHEREAS, the Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services described in this Agreement (hereinafter referred to as "Administrative Services"); and

WHEREAS, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Nationwide and Plan Sponsor desire to enter into this Agreement.

1. DESIGNATION

Plan Sponsor designates Nationwide as Plan Sponsor's non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.

2. APPOINTMENTS AND RESPONSIBILITIES

Plan Sponsor:

Plan Sponsor is responsible for maintaining the Plan and for maintaining the tax-qualified status of the Plan. Plan Sponsor represents and warrants that the Plan has been properly adopted and established in accordance with any applicable state or local laws or regulations governing the Plan Sponsor's ability to sponsor the Plan. Plan Sponsor warrants that the 457 Plan was established, and will be maintained by Sponsor, in accordance with the provisions of Section 457 of the Code. Plan Sponsor further acknowledges and agrees the Plan Sponsor is an eligible employer as defined by Section 457 of the Code.

Plan Sponsor hereby appoints Nationwide to act as the Plan Sponsor's provider of Administrative Services for the Plan. Any duties or services not specifically described herein as being provided by Nationwide are the responsibility of the Plan Sponsor.

Nationwide:

Nationwide will serve Plan Sponsor, in a non-fiduciary capacity, as the provider of Administrative Services for the Plan Sponsor with respect to the Plan. Nationwide will not exercise any discretionary control or authority over the Plan or the assets of the Plan, and this Agreement does not require Nationwide to do so. Nationwide agrees to perform all Administrative Services for the Plan Sponsor with respect to the Plan as described in this Agreement. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to the Plan Sponsor or to the participants of the Plan.



3. TERM

This Agreement shall remain in effect until terminated by one or both of the parties pursuant to Section 6 of this Agreement.

4. COMPENSATION

Nationwide shall be entitled to compensation for performance of the Administrative Services for the Plan under this Agreement. Unless otherwise permitted under this Agreement, such compensation shall be in the form of payments made by Nationwide's affiliates or unaffiliated companies that are providing products and/or services under their separate arrangements, as described in the following subsection.

- A. Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). As compensation for the services provided in this Agreement, the parties agree that Nationwide and its affiliates are entitled to receive the Investment Option Payments. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products. The Investment Option Payments include mutual fund payments as described at [www.nrsforu.com](http://www.nrsforu.com), and other payments received from investment option providers.
- B. Employer may request Nationwide and /or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

5. ADMINISTRATION SERVICES

A. ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES

Nationwide agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as "participants"). For each such account, Nationwide will record and maintain the following information:

- (a) name;
- (b) Social Security number and/or identifying account number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments;
- (i) current account balance;
- (j) transaction history since funding under the Agreement;
- (k) contributions since funding under the Agreement;
- (l) e-mail address (optional);
- (m) benefit tax withholding information;
- (n) and such other information as agreed upon by the Plan Sponsor and Nationwide

Nationwide will post and credit the amounts transmitted by the Plan Sponsor to the accounts of Plan participants in accordance with the latest written instructions from participants or the Plan Sponsor (as applicable) on file with Nationwide.

Nationwide agrees to process the enrollment of employees eligible to participate in the Plan as determined by the Plan Sponsor. The Plan Sponsor agrees to allow and facilitate the periodic distribution of

materials to Plan participants at the time and in the manner determined by the Plan Sponsor; provided however, that all reasonable expenses associated with such distribution shall be paid by Nationwide. The Plan Sponsor further agrees to allow and facilitate the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan participants.

#### B. PLAN CONTRIBUTIONS

Nationwide agrees to post funds received as contributions in accordance with to the Plan in accordance with the separate funding agreements between Plan Sponsor and Nationwide or any of its affiliates when received in good order by Nationwide. The term "in good order", as used in this Agreement, means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide pursuant to the good order specifications listed below, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third -party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:

- 1) All records must include the correct and complete participant name, Social Security number, and the amount to be credited to the participant's account(s);
- 2) The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);
- 3) The Plan name and Plan number must be clearly identified;
- 4) Both the participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
- 5) All participants making or receiving a contribution must have an active account in the Plan.

If Nationwide makes a determination that the contribution or allocation detail is not in good order, Nationwide shall notify the Plan Sponsor of such determination upon discovery. After such notification, the parties will continue to try to resolve the not in good order status, but if resolution is not achieved within thirty (30) days of the notification, Nationwide shall return the funds to the Plan Sponsor within thirty (30) Business Days from the final date of non-resolution. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide's instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be not in good order.

As used in this Agreement, the term "Business Day" means each Monday through Friday that the New York Stock Exchange is open for business.

Nationwide Retirement Solutions 10 West Nationwide Blvd Columbus, OH 43215

The Plan Sponsor agrees to:

1. Transmit Plan contributions to Nationwide.
2. Provide to Nationwide, in a mutually agreed upon electronic, paper, or magnetic media, contribution allocation information with respect to participant accounts to include not less than the following:
  - Name of participant
  - Social security number of participant and/or identifying account number
  - Amount to be credited to participant's account(s)

Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to participant accounts.

The Plan Sponsor is responsible for providing updated information regarding Plan participants requested by Nationwide that the Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services to the Plan Sponsor under this Agreement.

#### C. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS

1. Nationwide will provide a secure Internet site. Using this site, participants may: (i) obtain such information regarding their accounts and (ii) conduct transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that may be submitted by a participant using the secure Internet site. Nationwide will operate its Internet site in accordance with reasonable provisions to ensure the security of such service.
2. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one Investment Option offered by the Plan to another on any Business Day, subject to Nationwide policies and any restrictions required by the investment options.
3. Participants will receive quarterly statements detailing their account activity for the Plan.
4. Nationwide agrees to deliver account statements (by U.S. mail or electronically) to participants within thirty (30) calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving index fund returns from the mutual fund providers within four (4) Business Days after the end of each quarter.

#### D. DISTRIBUTIONS

1. Nationwide shall make all distributions as permitted by the Plan. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other determinations regarding available distribution options, e.g., rollover to an individual retirement annuity or another eligible retirement plan, etc.
2. Nationwide shall furnish each participant who has received a benefit payment tax reporting forms in the manner and time prescribed by federal and state law.
3. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.

#### 6. TERMINATION

Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing one-hundred and twenty (120) days written notice to the other party. Provision of such written notice of termination by Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options, nor does it relieve Plan Sponsor of any termination requirements associated with those investment options.

7. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not be unreasonably withheld. No assignment of this Agreement by Nationwide, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by Nationwide is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

8. CONFIDENTIALITY

Nationwide agrees to maintain all information obtained from or related to all Plan participants as confidential. The Plan Sponsor and Nationwide agree that Nationwide, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the Plan Sponsor expressly authorizes Nationwide to disclose Plan and participant information to its agents and/or broker of record on file with Nationwide. Plan and participant information may also be used or disclosed by Nationwide to other third parties pursuant only to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

This Section 8 will survive the termination for any reason of this Agreement.

9. CIRCUMSTANCES EXCUSING PERFORMANCE

Neither party to this Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

Neither party shall be responsible for performing all of that portion of services precluded by the foregoing events for such period of time as the Plan Sponsor or Nationwide are precluded from performing such services in the normal course of business. Neither Nationwide nor the Plan Sponsor shall be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.

"Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

10. INDEMNIFICATION

Nationwide agrees to fully indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, , action, or suit brought or asserted against the Plan Sponsor, including all expenses of litigation, court costs, attorneys' fees, experts' fees and any other related expenses, alleging or involving Nationwide's non-performance of the provisions of this Agreement under Nationwide's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under this Agreement. Nationwide must, at its own expense, investigate all claims and demands and attend to their settlement. In addition, Nationwide represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.

The Plan Sponsor agrees to indemnify, defend and hold harmless Nationwide, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Nationwide or incurred by Nationwide arising out of or in connection with any claim, action, or suit brought or asserted against Nationwide alleging or involving the Plan Sponsor's non-performance of the provisions of this Agreement under the Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of its duties and obligations under this Agreement. In addition, the Plan Sponsor represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Plan Sponsor will not assert a position contrary to such representation in any judicial or administrative proceeding.

11. PARTIES BOUND

This Agreement, and the provisions thereof, shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and the Plan Sponsor. The Plan and Plan participants are not parties to this Agreement, and Nationwide has no contractual obligations to the Plan or Plan participants. This Agreement shall be enforceable only by the parties, not by Plan participants or other third-parties, and is intended to create no third-party beneficiaries.

12. CONTRACT ADMINISTRATOR

The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Department: Human Resource Coordinator, Human Resource Department

Phone: (512) 272-5555

Email: [tvasquez@cityofmanor.org](mailto:tvasquez@cityofmanor.org)

13. APPLICABLE LAW AND VENUE

This Agreement is subject to all federal, State, and local laws, rules, and regulations. The laws of the state in which the Plan Sponsor is located shall govern the rights and obligations of the parties under this Agreement without regard to choice of law principles. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Travis County, Texas.

14. COMPLETE AGREEMENT AND MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the entire terms of the Agreement regarding the subject matter of the Agreement. This agreement supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties. Notwithstanding anything contained herein to the contrary, this Agreement may be amended from time to time and as mutually agreed upon by the parties. Except as otherwise provided herein, no modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. NOTICE

Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Manor

Human Resources Coordinator, Human Resources Department

Address: 105 E. Eggleston St., P.O. Box 387, Manor, Texas 78653

Phone: (512) 272-5555

Fax: (512) 272-8792

**IF TO NATIONWIDE:**

Company Name: Nationwide

Attn: Name: NRS

Title: Relationship Consultant

Address: P O Box 182797, Columbus Ohio 43218-2797

Phone: 1-877-677-3678

Fax: 1-877-677-4329

16. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

17. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Nationwide Retirement Solutions 10 West Nationwide Blvd Columbus, OH 43215

18. COMPLIANCE WITH LAWS

Both the Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

19. INSURANCE

Before performance can begin under this Agreement, Nationwide must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Human Resource Coordinator and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

20. VERIFICATION REGARDING ISREAL AND IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS

- a. **Anti-Boycott Verification.** To the extent this Agreement and any modification to this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Nationwide represents that neither Nationwide nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Nationwide (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement and any modifications to this Agreement. The term "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- b. **Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement and any modifications of this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Nationwide represents that Nationwide nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Nationwide is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

21. CERTIFICATE OF INTERESTED PARTIES

Nationwide agrees to comply with the Texas Government Code Section 2252.908, as it may be amended, and to complete and submit Form 1295 "Certificate of Interested Parties" prescribed by the Texas Ethics Commission as part of this Agreement. The disclosure includes (i) a list of each interested party for the contract of which the contracting business entity is aware; and (ii) a written unsworn declaration subscribed by the authorized agent of Nationwide as true under penalty of perjury in the form provided in Section 2252.908 of the Texas Government Code.

22. PRIVITY OF CONTRACT

Plan Sponsor acknowledges and agrees that Nationwide and Plan participants shall have no privity of contract with each other.



23. ORDER OF PRECEDENCE

In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- a. This Agreement (excluding attachments and exhibits);
- b. Its attachments.

24. HEADINGS

The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first written below.

Nationwide Retirement Solutions, Inc.:

By (Signature): \_\_\_\_\_  
(Officer of the Company)

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

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Plan Sponsor

Entity Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

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

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## ADDITIONAL PRODUCTS AND SERVICES PLAN SPONSOR AUTHORIZATION AGREEMENT

**Note:** Please review this Agreement carefully. Nationwide Retirement Solutions provides your participants with education and services related to deferred compensation/defined contribution plans. NRS recognizes that your participants often need education and guidance during key transitions such as during a job change or when preparing to retire. A new offering through affiliated companies of NRS offers your participants additional support during these transitions. This Agreement authorizes our affiliates to offer additional products and services outside of your plan to participants.

This Plan Sponsor Authorization Agreement ("Agreement") by and among Nationwide Retirement Solutions, Inc. ("NRS"), Nationwide Securities, LLC ("NSLLC"), Nationwide Bank of which the Nationwide Trust Company is a division (the "Bank"), Nationwide Fund Distributors LLC ("NFD") (collectively referred to herein as "Nationwide") and the above-mentioned Plan Sponsor (the "Plan Sponsor") is effective on the date that the last of the parties to this Agreement signs and executes below. The Plan Sponsor hereby acknowledges and agrees that Nationwide is authorized to make available to Participants additional products and services provided by our affiliates.

### 1. Definitions.

The following terms shall have the definitions set forth below:

- 1.1. "In-Plan Products and Services" means the education, retirement plan administration services, and retirement plan products that are provided by or through NRS and its affiliated companies under a separate agreement with the Plan Sponsor.
- 1.2. "Additional Products and Services" means the financial products and services outside of the Plan access to which this Agreement authorizes Nationwide to provide, and as described in Section 2 of this Agreement. Such products and services are outside of the Plan and are in addition to the In-Plan Products and Services currently being provided by and through NRS.
- 1.3. "Participants" means employees who participate or who are eligible to participate in the Plan.
- 1.4. "Plan" means the deferred compensation or defined contribution plans sponsored by the above-mentioned Plan Sponsor.

2. Additional Products and Services.

2.1 NSLLC Products. The Plan Sponsor hereby authorizes NSLLC to make available to Plan Participants, on a non-exclusive basis, any and all insurance and financial products that NSLLC and its affiliated general agency are duly licensed, registered and authorized to sell (collectively the "NSLLC Products"). NSLLC reserves the right to amend its product offering at any time without notice. The NSLLC Products may be purchased through NSLLC registered representatives ("RRs") who are available to address Plan Participants' investment needs outside the Plan, including IRA rollover solutions. IRA rollover accounts ("NSLLC IRA Rollover Accounts") may be funded with eligible rollover distributions from the Plan or other eligible retirement plans. For those Plan Participants who indicate an interest in purchasing a Bank Product, NSLLC RRs may refer them to a customer call center operated by the Bank (the "Bank Call Center").

2.2 Financial Assessments. In conjunction with its offering of the NSLLC Products, NSLLC may offer financial assessments that are designed to better enable Plan Participants to make informed investment decisions, including whether to remain in the Plan. Such assessments are designed to help Plan Participants understand their needs for financial protection, wealth accumulation, and income solutions outside of the Plan, and are available at no additional cost to the Plan or Plan Participants.

2.3 NSLLC Investment Advisory Services. The Plan Sponsor hereby authorizes NSLLC to make available to Plan Participants, on a non-exclusive basis, the investment advisory services ("NSLLC Advisory Services") that it provides to all of its investment advisory services customers. The NSLLC Advisory Services shall be provided for assets held outside the Plan by properly registered NSLLC personnel in their capacity as investment advisory representatives ("IARs") of NSLLC.

2.2 Bank Products. The Plan Sponsor hereby authorizes the Bank to make available to Plan Participants, on a non-exclusive basis, any and all banking products the Bank is authorized to sell (collectively the "Bank Products"). The Bank reserves the right to amend its product offering at any time without notice. Included among the Bank Products are IRA rollover accounts ("Bank IRA Rollover Accounts"). The Bank Rollover Accounts may be funded with eligible rollover distributions from the Plan or other eligible retirement plans. All self-directed Bank Product transactions by Plan Participants shall be subject to the provisions of Section 3 of this Agreement. The Bank reserves the right to decline any account application or to terminate any account, in its sole discretion.

- 2.3 Additional Products and Services. The Plan Sponsor hereby authorizes and acknowledges that Nationwide may make available to Plan Participants additional products and services not contemplated by this Agreement at a later date. Such products and services may include, without limitation, (i) shares of Nationwide Mutual Funds that are made available directly from NFD to self-directed Plan Participants without assistance of an investment professional (the "Funds"); and (ii) such other products and services Nationwide may make available in the future (the "Future Products and Services"). The Plan Sponsor hereby authorizes Nationwide to make available shares of the Funds to Plan Participants at a time of Nationwide's choosing. All self-directed transactions in Fund shares shall be subject to the provisions of Section 3 of this Agreement. NFD reserves the right to decline any order to purchase Fund shares at its discretion. Additionally, for Future Products and Services, the Plan Sponsor hereby agrees that Nationwide may make available such Future Products and Services to Plan Participants by providing the Plan Sponsor 30 days advance notice of the availability of the Future Products and Services. If the Plan Sponsor objects to making available such Future Products and Services within 30 days after the date of Nationwide's notification mailing, then those Future Products and Services will not be made available.
- 2.4 Nationwide Retirement Solutions, Inc. The products and services described in this Section 2 are completely separate and distinct from the retirement plan administration services or retirement plan products that are provided by or through NRS. The Additional Products and Services authorized by this Agreement are not offered or sold by NRS and are not recommended by the Plan Sponsor.
3. Self-Directed Purchases and Rollovers: Product Recommendations.
- 3.1 Self-Directed Purchases and Rollovers. Subject to Section 3.2, the parties acknowledge and agree that, for any transactions which are self-directed by Plan Participants, Plan Participants shall be solely responsible for all orders and instructions placed for their accounts. Such responsibility includes, without limitation, determining the appropriateness and suitability of any trade, deposit transaction, rollover transaction, investment, investment strategy or investment risk associated with such transactions. Nationwide agrees to provide to Plan Participants disclosure of information concerning the limited liability of the Plan Sponsor and of Nationwide with respect to self-directed investments.
- 3.2 Product Recommendations. For those Plan Participants who indicate an interest in receiving assistance from NSLLC, NSLLC RRs are hereby authorized to make product recommendations with respect to the NSLLC Products and provide investment advice related thereto based upon suitability determinations that are

made in accordance with applicable laws, rules, regulations and NSLLC policies. No Bank, NFD, Fund or NRS personnel (including but not limited to employees, agents, associates and service vendors) are authorized to make product recommendations or provide investment advice to Plan Participants with respect to the products and services referenced herein. The Bank Call Center personnel referenced in Section 2 shall be permitted to (i) distribute the materials referenced in Section 4 below, (ii) direct Plan Participants to NSLLC, when and as appropriate, and (iii) provide general information about available products and services, but may not engage in any securities-related advice or services, any insurance-related advice or services or any other activities requiring a securities registration or an insurance license.

4. Advertising and Sales Literature.

Nationwide may make available to Plan Participants marketing materials that describe the products and services that are made available under the terms of this Agreement. The Plan Sponsor shall have no authority to make any representations, other than those contained in printed marketing materials furnished by Nationwide, concerning any of the products or services referenced in this Agreement, nor shall it have any authority to create or distribute any marketing materials relating to such products or services without the prior written approval of Nationwide. Marketing materials created by Nationwide may be disseminated to Plan Participants by use of any methods, including but not limited to: (i) by direct mail, (ii) by electronic media, (iii) by NRS customer services representatives, (iv) by designated Plan Sponsor personnel, or (v) by other plan service providers. Except as otherwise permitted herein or agreed upon by the parties, such advertisements and marketing materials may not be used without permission.

5. Compensation.

5.1 No Compensation Paid by Plan Sponsor. Nationwide will not receive compensation from the Plan Sponsor for the provision of Additional Products and Services to Plan Participants pursuant to this Agreement.

5.2 Compensation to Nationwide. In the event Plan Participants purchase the products or services described in Section 2 herein, Nationwide may be compensated in various ways, which are consistent with industry practice for firms engaged in the sale of financial products and services. Such compensation may include, without limitation, (i) income generated from the sale of products, (ii) investment advisory fees, (iii) asset-based and other fees in connection with the offering, management, maintenance and administration of a product or service; and (iv) asset-based, spread based, and other fees in connection with the offering, management, maintenance and administration of bank products.

5.3 Compensation to Nationwide Representatives. Nationwide representatives, including NSLLC's RRs, will not receive sales commissions for transactions involving the sale of products or services described in Section 2. Compensation paid to representatives may include a salary and an incentive opportunity based on productivity.

6. Term and Termination.

6.1 Term. This Agreement shall commence as of the date of execution of this Agreement by all the parties, and shall remain in effect until it is terminated as provided in paragraph 6.2 herein.

6.2 Termination. Any party to this Agreement may terminate the Agreement at any time, without penalty, upon the provision of sixty (60) days advance written notice to the other parties. The parties acknowledge and agree that Plan Participants who become NSLLC customers, Bank customers or Nationwide Mutual Fund shareholders shall remain as such notwithstanding the termination of this Agreement. The parties further acknowledge and agree that NSLLC shall be permitted to keep appointments that were made with Plan Participants prior to such termination and shall process applications for the purchase of NSLLC Products or NSLLC Investment Advisory Services that are submitted prior to such termination. In the event the plan administration agreement between NRS and the Plan Sponsor is terminated, the parties may nevertheless desire to continue operating under the terms and conditions of this Agreement only upon such election by the Plan Sponsor.

7. Representations and Warranties.

Nationwide represents and warrants that it will comply with all applicable laws, rules and regulations in connection with the offer and sale of products and services pursuant to this Agreement.

8. Access to Information; Confidentiality.

NSLLC and its affiliated general agency shall have access to Plan Participant account information for the sole purpose of gathering pertinent information about Plan Participants in order to offer the NSLLC Products and provide the NSLLC Advisory Services described in this Agreement. NSLLC agrees to maintain information received from another Nationwide party pursuant to this Section 8 in strict confidence and in a manner designed to safeguard such information against unauthorized access, use or disclosure in accordance with all applicable state and federal laws, rules and regulations.

9. Otherwise Permitted Use of Information and Data.

The Plan Sponsor recognizes and acknowledges the necessity for Nationwide to provide and share data with third-party subcontractors of Nationwide to assist with the provision of Additional Services under this Agreement. Notwithstanding any other Section of this Agreement, this Agreement shall not restrict Nationwide from sharing Plan and Plan Participant data and information with third-party subcontractors for any lawful purpose to develop, analyze, market and deliver the Additional Services. Nationwide agrees to enter agreements which are necessary and proper to safeguard the confidentiality of any Plan or Plan Participant data and information exchanged with the third-party subcontractor.

10. Complete Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no other oral or written agreements or understandings with respect to the subject matter of this Agreement that are not fully expressed herein. To the extent any separate agreement to which Nationwide or the Plan Sponsor is a party contains provisions that are inconsistent with the terms of this Agreement (including, but not limited to, those relating to the solicitation of Plan Participants and the sharing of Plan Participant information), the terms of this Agreement shall be controlling.

11. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

12. Indemnification.

As consideration for the authorization provided herein, Nationwide agrees to fully defend, indemnify and hold harmless the Plan Sponsor and its elected or appointed officials, board members, officers, administrators, agents and employees from and against all liability, losses, claims, demands, any and all damages, liability, causes of actions, suits, or other legal actions, judgments, verdicts, damages and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever, on account of claims arising directly or indirectly from errors and/or omissions and or any kind of negligence or misconduct in the provision of products and services described in this Agreement.

13. Assignment.

No assignment of this Agreement by Nationwide, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by Nationwide is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

14. Verifications.

- a. **Anti-Boycott Verification.** To the extent this Agreement and any modification to this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Nationwide represents that neither Nationwide nor any wholly

owned subsidiary, majority-owned subsidiary, parent company or affiliate of Nationwide (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement and any modifications to this Agreement. The term "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

- b. **Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement and any modifications of this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Nationwide represents that Nationwide nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Nationwide is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

15. Certificate of Interested Parties.

Nationwide agrees to comply with the Texas Government Code Section 2252.908, as it may be amended, and to complete and submit Form 1295 "Certificate of Interested Parties" prescribed by the Texas Ethics Commission as part of this Agreement. The disclosure includes (i) a list of each interested party for the contract of which the contracting business entity is aware; and (ii) a written unsworn declaration subscribed by the authorized agent of Nationwide as true under penalty of perjury in the form provided in Section 2252.908 of the Texas Government Code.

16. Applicable Law and Venue.

This Agreement is subject to all federal, State, and local laws, rules, and regulations. The laws of the state in which the Plan Sponsor is located shall govern the rights and obligations of the parties under this Agreement without regard to choice of law principles. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Travis County, Texas.

17. NOTICE

Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Manor

Human Resources Coordinator, Human Resources Department

Address: 105 E. Eggleston St., P.O. Box 387, Manor, Texas 78653

Phone: (512) 272-5555

Fax: (512) 272-8792



**IF TO CONTRACTOR:**

Company Name: Nationwide

Attn: Name: NRS

Title: Relationship Consultant

Address: P O Box 182797, Columbus Ohio 43218-2797

Phone: 1-877-677-3678

Fax: 1-877-677-4329

18. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

19. SEVERABILITY

Any provision of this Agreement which is prohibited or unforeseeable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unforeseeable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. COMPLIANCE WITH LAWS

Both the Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

21. INSURANCE

Before performance can begin under this Agreement, Nationwide must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written below.

**Nationwide Retirement Solutions, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Nationwide Securities, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Nationwide Bank**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Nationwide Fund Distributors LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to and Accepted this\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_.

**Plan Sponsor**

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Name of Plan: \_\_\_\_\_

Plan Number: \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

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

**DEPARTMENT:** Human Resources

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on renewing a plan document for FY 2018-2019 between the City of Manor and the Flex System Spending Account, TASC; and Authorization for the City Manager to execute the agreement.

**BACKGROUND/SUMMARY:**

The City offers supplemental Insurance programs to provide extended benefits and options to assist in the employee's health and wellness needs.

The Plan allows participants to elect between cash compensation or certain nontaxable qualified benefits plans maintained by the City.

**PRESENTATION:** ☐ YES ☒ NO

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

Plan Document - Agreement

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council renew a plan document for FY 2018-2019 between the City of Manor and the Flex System Spending Account, TASC; and authorize the City Manager to execute the agreement.

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

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# Article XI Plan Adoption and Schedule

- 11.01 **Employer Adoption.** By signing this Plan Document, the Employer identified below represents that it has formally adopted this Cafeteria Plan.

Employer: City of Manor

By: \_\_\_\_\_

Printed: Thomas Bolt

Title: City manager

- 11.02 **Plan Year.** The Plan Year is from

October 1, 20 18 to

September 30, 20 18.

The Plan will continue to renew and operate on this 12 consecutive month Plan Year unless changed by the Plan Sponsor.

There is a short Plan Year beginning

\_\_\_\_\_, 20 \_\_\_\_\_ and ending

\_\_\_\_\_, 20 \_\_\_\_\_.

(If left blank, there is no short Plan Year.)

- 11.03 **Effective Date.** This Cafeteria Plan was

originally effective on October 1,

20 15. This Cafeteria Plan has been

created or restated by this Plan Document

effective October 1, 20 18.

- 11.04 **Eligible Employee.** An Employee who meets the definition of an Eligible Employee, 3.06, and the requirements in 11.04, can enroll in this Plan by completing the process outlined in the Enrollment Communications.

An Eligible Employee must be regularly scheduled to work no minimum hours per week in order to enroll in this Plan. Part-time Employees working fewer hours are not Eligible Employees.

## Description of Excluded Employees

Union. Employees who are included in the unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, provided benefits were the subject of good faith bargaining and two percent or less of the Employees of the Employer who are covered pursuant to that agreement are professionals (as defined in Treasury regulation Section 1.410(b)-9).

For this purpose, the term "Employee Representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

\_\_\_\_ Excluded  
\_\_\_\_ Eligible  
X Not applicable

Seasonal Employees regularly working less than

\_\_\_\_ months within a year.

\_\_\_\_ Excluded  
\_\_\_\_ Eligible  
X Not applicable

Employees under \_\_\_\_ years of age.

\_\_\_\_ Excluded  
\_\_\_\_ Eligible  
X Not applicable

- 11.05 **Commencement of Participation.** An Eligible Employee can enroll in this Plan at the annual open Enrollment period or upon completion of the employment requirement identified below:

\_\_\_\_ No wait, on the date of hire  
\_\_\_\_ 30 days after the date of hire  
\_\_\_\_ 60 days after the date of hire  
\_\_\_\_ 90 days after the date of hire  
\_\_\_\_ First of the month after the date of hire  
X First of the month after 30 days of continuous employment  
\_\_\_\_ First of the month after 60 days of continuous employment  
\_\_\_\_ Other \_\_\_\_\_

- 11.06 **Qualified Benefits Plans.** The Plan Documents and Summary Plan Descriptions identified in the chart below are expressly incorporated by reference into this Plan Document and provide specific description of each of the benefits available through the Plan, including the periods during which the benefits are provided (the periods of coverage if different from the Plan Year for this Plan), and the Plan's rules governing participation.

The following Plans are offered under this Cafeteria Plan:

Check if offered under this Plan:	Qualified Benefits Plans	Available Plan Documents or Summary Plan Description (SPD)
<u>X</u>	Medical or Medical-Related Premium for a group health plan. (This can include an imbedded or standalone dental/vision plan.)	A Medical or Medical-Related Premium SPD will be provided by the Employer within 90 days of Enrollment and upon request.
<u>    </u>	Health Savings Account (HSA)*	Details will be provided in the Enrollment Communication.
<u>    </u>	Non-Employer-Sponsored Premium Account Plan for individual health plans (NESP).	See Appendix A.
<u>X</u>	Medical or Medical-Related Expense Reimbursement Benefit (Health FSA).	See Appendix B. A Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of Enrollment and upon request.
<u>    </u>	Non-Excepted Medical or Medical-Related Expense Reimbursement Benefit (Health FSA)	See Appendix D. A non-excepted Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of enrollment and upon request.
<u>X</u>	Dependent Care Benefit.	See Appendix C.
<u>X</u>	Supplemental Insurance (Voluntary Indemnity Plans).	Details will be provided in the Enrollment Communication.
<u>X</u>	Disability Insurance Premium (Employee Only) - Pre-taxing Employee contributions will make benefits paid taxable compensation.	Details will be provided in the Enrollment Communication.
<u>X</u>	Voluntary/Group Term Life Insurance **	Details will be provided in the Enrollment Communication.

#### NOTES

\*A Participant is required to make an election before the start of the Plan Year, or before the first day of his/her coverage, showing the amount contributed to an HSA tax free under this Plan. A Participant will be able to change his/her HSA election for any month in the Plan Year regardless of whether the Employee can show a Change in Status Event.

\*\* The cost of excess coverage as determined in Table I, published by the IRS, a will be imputed income. Excess coverage is any amount over a \$50,000 benefit.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

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

**DEPARTMENT:** Human Resources

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**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

As management enforces provisions of the City of Manor Personnel Policies and Procedures Handbook, opportunities for both clarification of policy and response to employee requests have been acknowledged.

The following change will reflect earlier policy provisions and modification to current provisions. The highlighted section will be the addition.

1) City Property/ Equipment Use- Take Home Vehicles

**PRESENTATION:** ☐ YES ☒ NO

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

policy

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the proposed change to the City of Manor Personnel Policies and Procedures Handbook with regard to City Property/ Equipment Use- Take Home Vehicles.

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

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## **CITY PROPERTY/EQUIPMENT USE**

The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the City job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times.

From time to time, the City may issue various pieces of equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machine, tool, etc. appears to be damaged or defective, or is in need of maintenance or repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.

**Personal Use Prohibited** - City property, materials, supplies, tools, equipment or vehicles may not be used for personal business.

**Tobacco/Smoking Product Use Prohibited** - The use of all smoking products (as defined in Smoking Policy), shall be in compliance with such Smoking Policy while operating and/or being a passenger in City owned vehicles and/or equipment.

**Vehicle Allowance** - An employee may be given a monthly allowance for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Manager. The amount of the allowance shall be determined by the City Manager.

**Take Home Vehicles** - A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal work station. No personal use of a take-home vehicle is permitted except to commute to and from home or work. No passengers may be transported in take-home vehicles except as required by official duties. No alcoholic beverages are allowed in City vehicles. As indicated in the Drug & Alcohol Use Policy, Police Department employees may be required to be in possession of alcohol and/or drugs in



carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines shall be established by Police Department operating procedures.

All unattended take home vehicles shall be legally parked and stored in a private drive, lane, or garage, and must be locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Employees to whom a "non-exempt" vehicle is assigned for take-home will likely incur a federal income tax liability for the fringe benefit of commuting to and from work. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Police vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

**Use of City Vehicles** - City-owned or leased vehicles may only be used for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives his/her own, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits and comply with all motor vehicle laws and regulations.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- Drivers covered by Department of Transportation regulations must comply with them at all times.
- At no time may an employee under the influence of alcohol or illegal drugs drive a City vehicle or a personal vehicle while conducting City business.
- The use of a City vehicle to conduct personal business is prohibited other than for incidental uses such as stopping at a restaurant or store. In no case shall a city vehicle be used in the conduct of purchasing, transporting, or consumption of alcohol.
- Employees/drivers shall remain constantly aware of the public perception of and expectation of, driver courtesy from all drivers of City vehicles. It is expected that

employees maintain courteous driving habits, prudent use of vehicle horn, and patient and defensive driving techniques.

- Employees involved in an accident while operating a City vehicle, or while operating a personal vehicle on City business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate Supervisor, Department Director, and Human Resources Department. Accident reports, along with any law enforcement report must be filed by the employee with the Department Director and the Human Resources Department.
- Employees whose job duties require driving either a City vehicle or a personal vehicle as a job function must maintain the driver's license required for performance of the employee's duties and must maintain a satisfactory driving record. Employees are required to report any driving citation received or driver's license suspensions to their Department Directors within 24 hours of the suspension or citation. If an employee has three moving violations within a two-year period or is convicted of, pleads guilty or nolo contendere to, or accepts deferred adjudication for a DWI or DUI offense at any time, this will be considered a failure to maintain a satisfactory driving record. Failure to maintain a required driver's license or failure to maintain a satisfactory driving record will result in discipline up to and including termination of employment.
- The City may, at any time, check the driving record of a City employee who drives as part of his/her job duties to determine that he/she maintains the necessary qualifications as a City driver. Employees agree that they will cooperate in giving the City whatever authorization is required for this purpose.
- The above is not a complete and exhaustive list of vehicles use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of a vehicle, may result in disciplinary action, up to and including termination of employment. Please see paragraph G under Employee Conduct and Work Rules/Disciplinary Action requiring employees to immediately notify their supervisor regarding violations of law.

**Personal Property** - All employees shall be solely responsible for their personal property at all times.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

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

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on an agreement with Data Armor for shredding services; and Authorization for the City Manager to execute the agreement.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Agreement

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the agreement with Data Armor for shredding services; and authorize the City Manager to execute the agreement.

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

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## CUSTOMER SERVICE AGREEMENT

CUSTOMER NAME: City of Manor

ADDRESS: - listed below (105 E. Eggleston St.)

CITY: Manor

STATE: Texas

ZIP: 78653

CONTACT I: Lluvia Tijerina

FAX: (512) 272-8636

TELEPHONE: (512) 215-8285

EMAIL: ltijerina@cityofmanor.org

A/P CONTACT:

FAX:

TELEPHONE:

EMAIL:

### SCHEDULED SERVICE

BIN SIZE	CAPACITY (APPROX LBS)	QUANTITY	FREQUENCY	PRICE/LBS	DESTRUCTION FEE	DEPOSIT
24" Consoles	45					
36" Consoles	90	2	monthly	\$25.00 per monthly pickup per console		
66 Gallon Cart	200					
95 Gallon Cart	350					
66 Gallon Cart	200					
Total						

Start Date:

### PURGE SERVICE

BOX SIZE	CAPACITY (APPROX LBS)	QUANTITY	FREQUENCY	PRICE/LBS	DESTRUCTION FEE	DEPOSIT
Std File Box (10x12x15)	30					
Banker Box (10x12x24)	40					
Other						
Total						

Start Date:

NOTES: Monthly onsite shredding of two 36" consoles for \$25.00 per console per monthly pickup. Additional Standard file boxes will be \$4.50 each to shred.

1. Manor City Hall : 105 E. Eggleston St., Manor, TX 78653

2. Manor Police Department: 402 W. Parsons Street, Manor, TX 78653

The parties undersigned have agreed to both this and the reverse side as the agreement and terms and conditions.

	CUSTOMER: City of Manor
SIGNED:	SIGNED:
PRINT: DATE:	PRINT: Thomas Bolt DATE: 9-5-2018

City manager



This CUSTOMER SERVICE AGREEMENT ("CSA") between Intel Armor, LLC ("Company") and the ("Customer") (see reverse side) becomes effective on the "start date" (see reverse side). The parties agree as follows:

- 1.1 Services to be Furnished. Company will provide the services for the secure destruction of records ("Services") described on the CSA on reverse side and made a part hereof. (a) Company will furnish a Certificate of Destruction to Customer, upon request by Customer. Customer may also request custom services not set forth on the CSA, in which case, Company will consult with Customer as to the terms and conditions of the Services requested. (b) Company may at its sole discretion provide services either on-site or in its secure facility in order to meet unanticipated service requirements, scheduling conflicts, or equipment maintenance requirements. Company will be the exclusive provider of Services to Customer at Locations identified in the CSA during the Term of this Agreement. (c) Company will provide secure locking containers as described on CSA, the number and size of which will be determined by collective agreement with the Company and the Customer. (d) Company will recycle or otherwise dispose of Customers materials collected and destroyed.
- 1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services may be directed to and be payable by such affiliate or subsidiary at Companies sole discretion.
- 1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.
- 1.4 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.
- 1.5 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules, and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
- 1.6 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 1.7 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
2. FEES AND PAYMENTS – All standard charges for Services under this Agreement shall be as specified on the CSA. The prices set forth in The CSA shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days prior written notice. For any service requested by Customer that is not listed on The CSA, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear a late fee at the rate of five dollars (\$5.00) per month.
- 2.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 2.2, shall continue in effect for three (3) years, with automatic renewal for successive one-year terms, unless written notice of nonrenewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.
- 2.2 Termination. Either party may terminate this Agreement for any reason with sixty (60) days written notice after the initial term. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company containers and other property kept at customer's site, and Company shall have no obligation to provide further Services to Customer. In the event of termination prior to the end of the initial term, customer will be obligated to pay the remaining balance of the services agreed upon through the end of the initial term.
- 2.3 Deposit. Upon termination of contract by either party and the return of all Company containers and other property kept at customer's site, the Company shall return security deposit. Assuming all property is returned in reasonable satisfactory condition. However, if Customer terminates the agreement prior to the initial twelve (12) month term, the security deposit shall be credited to the company.
- 2.3 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its Managing Member.
- 2.4 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 2.5 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond it's control.
- 2.6 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by Company under this Agreement.
- 2.7 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by Customer and Company.

<b>Customer:</b>	<b>Intel Armor</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print:</b>	<b>Print:</b>
<b>Date:</b>	<b>Date:</b>



AGENDA ITEM NO. 7

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a second and final reading of an ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2. Applicant: Texas State Rentals. Owner: Ronald Wills

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### BACKGROUND/SUMMARY:

This property was annexed into the city in September 2017. The current use is for Roadrunner charter buses. A new owner, Texas State Rentals, has proposed purchasing the property but in order to operate their construction equipment sales and rentals on the property they need appropriate zoning. They have request C-2 Medium Commercial which allows for Construction Sales and Services.

Planning Commission voted 5 -1 to approve.

First Reading Approved on August 15, 2018.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 525

Map

Area Image

Notice Letter

Mailing labels

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a second and final reading of Ordinance No. 525 rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2.

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

**ORDINANCE NO. 525**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM INTERIM AGRICULTURAL (A) TO MEDIUM COMMERCIAL (C-2); 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 Interim Agricultural (A) to zoning district Medium Commercial (C-2). The Property is accordingly hereby rezoned to Medium Commercial (C-2).

**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 15<sup>th</sup> day of August 2018.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 5th day of September 2018.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

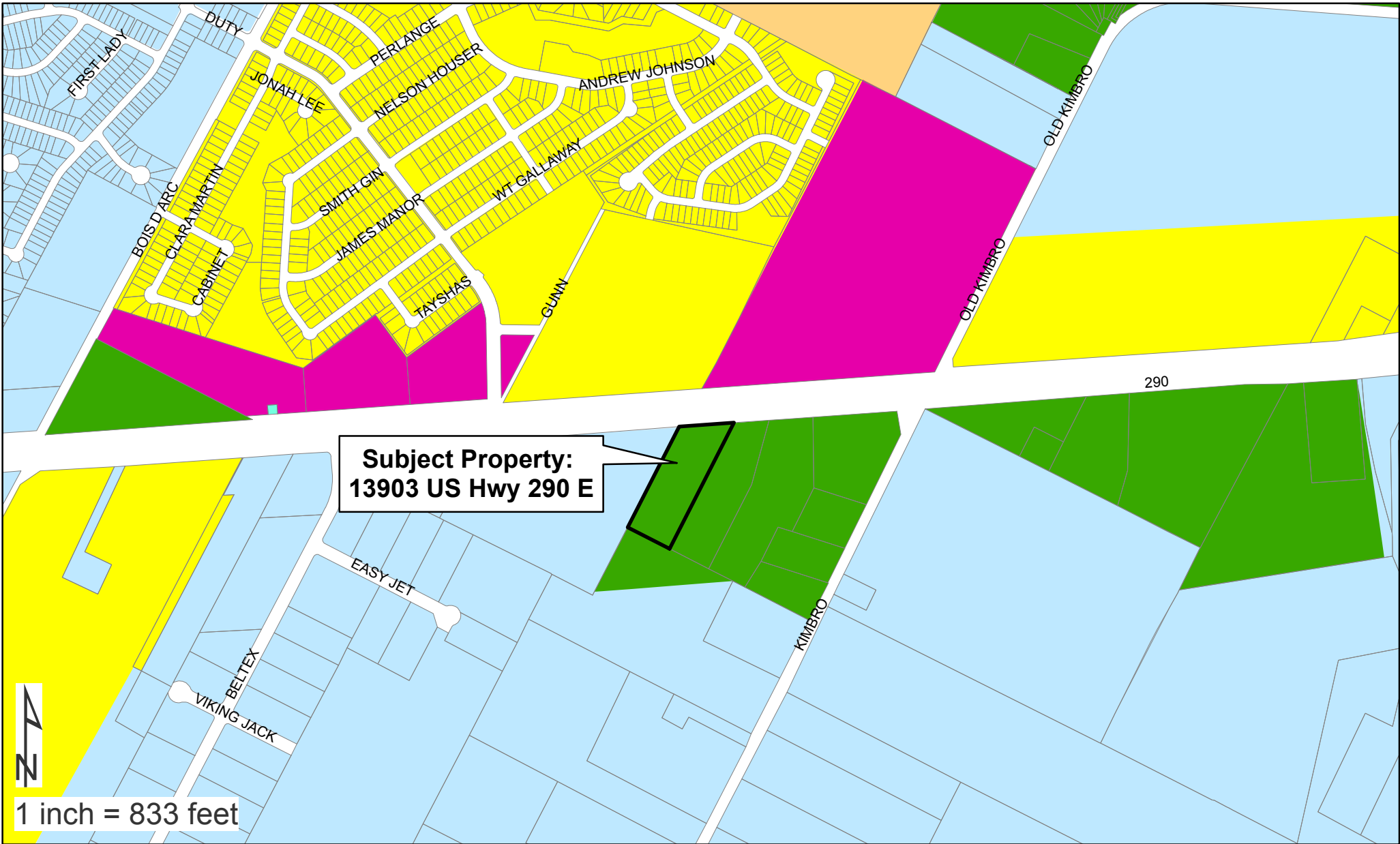
\_\_\_\_\_  
Lluvia Tijerina TRMC,  
City Secretary

**EXHIBIT “A”**

Property Legal Description:  
Lot 1 Kimbro Business Park

Property Address:  
13903 E. US Hwy 290

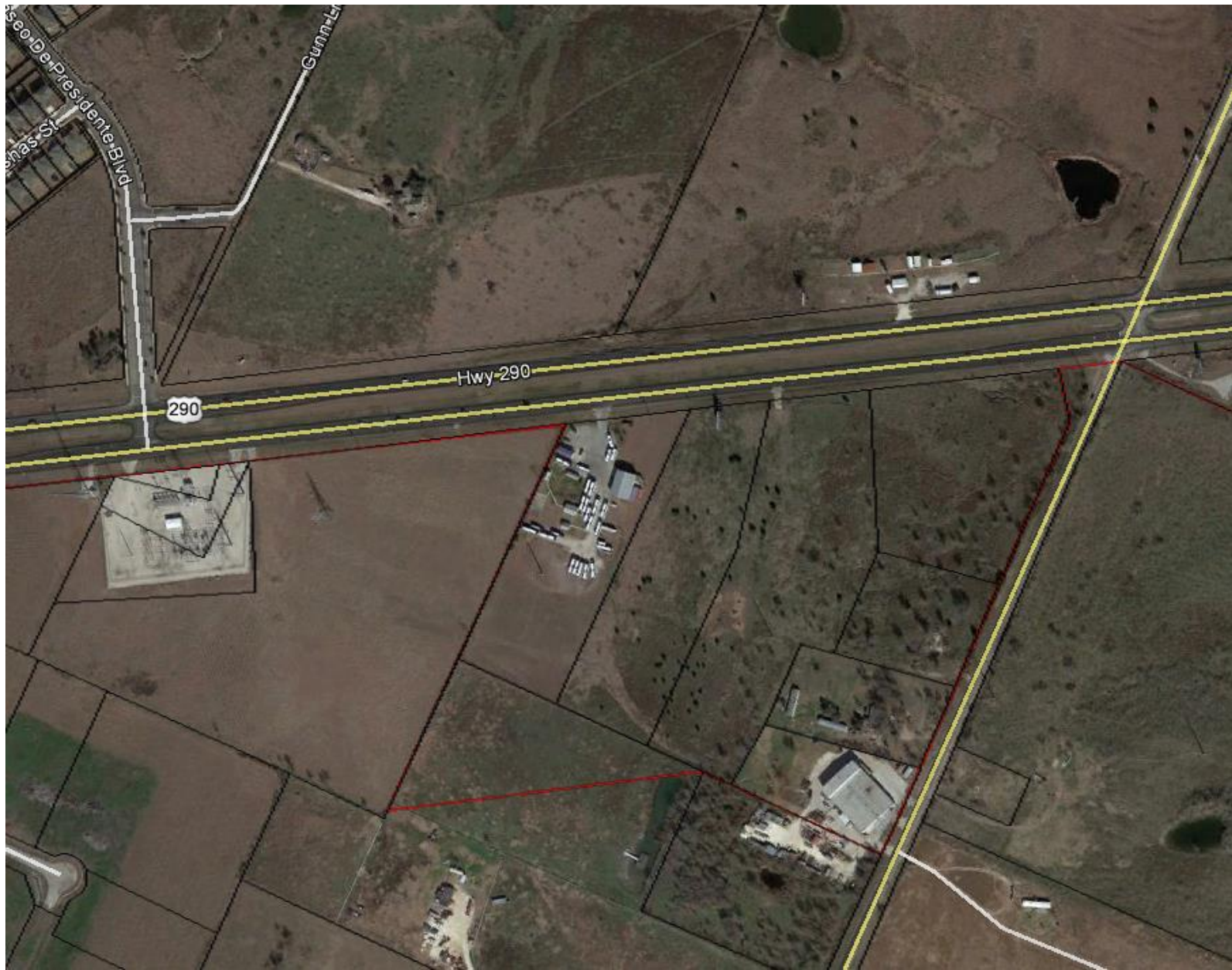




## Proposed Zoning: Medium Commercial C-2

*Current Zoning District:  
Interim Agricultural (A)*

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		





July 20, 2018

RE: 13903 US Hwy 290 E. Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting a public hearing to consider a rezoning request for 13903 US Hwy 290 E. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

**Consideration, discussion and possible action on a rezoning request for Lot 1 Kimbro Business Park, locally known as 13903 US Hwy 290 E, from Interim Agricultural (A) to Medium Commercial (C-2).**

The Planning and Zoning Commission will convene at 6:30PM on August 8, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on August 15, 2018 AND September 5, 2018 at 105 E. Eggleston St. in the City Council Chambers.

If you have no interest in the case there is no need for you to attend. You may address any comments to me at the address or phone number listed below. Any communications I receive will be made available to Commission and Council members during the discussion of this item. For your convenience, my email address is [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org)

Sincerely,

Scott Dunlop  
Planning Coordinator  
512-272-5555 ext. 5

**LABEL SET #1**

WORD DOC UPLOADED AS WELL

Tammy & Cody Franz  
20021 Grover Cleveland Way  
Manor, TX 78653-2073

George P & Mae M Vrazel  
11306 June Dr  
Austin, TX 78753-2925

Phan Van Hoan & Thu T Huynh  
5701 Long Ct  
Austin, TX 78730-5056

Phan Van Hoan & Thu T Huynh  
5701 Long Ct  
Austin, TX 78730-5056

Lluvia Flores  
222 Louetta  
Houston, TX 77060

Terrell Timmermann  
Po Box 4784  
Austin, TX 78765-4784

Terrell Timmermann Farms LP  
501 Vale Street  
Austin, TX 78746-5723

**LABEL SET #2**

Tammy & Cody Franz  
20021 Grover Cleveland Way  
Manor, TX 78653-2073

George P & Mae M Vrazel  
11306 June Dr  
Austin, TX 78753-2925

Phan Van Hoan & Thu T Huynh  
5701 Long Ct  
Austin, TX 78730-5056

Phan Van Hoan & Thu T Huynh  
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Houston, TX 77060

Terrell Timmermann  
Po Box 4784  
Austin, TX 78765-4784

Terrell Timmermann Farms LP  
501 Vale Street  
Austin, TX 78746-5723





AGENDA ITEM NO. 8

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Chapter 3, Article 3.03, Division 8, Part III, Section 3.03.472 Wiring and Conduits.

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### BACKGROUND/SUMMARY:

The 2014 National Electric Code, which the City had adopted, allows for aluminum wiring but our ordinance prohibited all aluminum wiring regardless of size so there was a conflict between our 2 codes. This amendment follows the NEC guidelines in allowing aluminum or copper-clad aluminum wiring number 6 or larger.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance 526

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 526 amending Manor Code of Ordinances Chapter 3, Article 3.03, Division 8, Part III, Section 3.03.472 Wiring and Conduits

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

## **ORDINANCE 526**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING MANOR CODE OF ORDINANCE CHAPTER 3, ARTICLE 3.03, DIVISION 8, PART III, SECTION 3.03.472(I) WIRING AND CONDUITS TO REMOVE THE PROHIBITION ON ALUMINUM WIRING; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, aluminum wire is allowed in the National Electric Code and HUD with the exception of wires smaller than Number 6; and

**WHEREAS**, aluminum wire can distribute electricity as safely as copper wire when properly sized, installed and terminated; and

**WHEREAS**, the City of Manor has adopted the 2014 National Electric Code; and

**WHEREAS**, there exists a conflict in allowable wiring material between the 2014 National Electric Code and City ordinance; and

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

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

**Section 2. Amendment to Manor Code of Ordinance Chapter 3, Article 3.03, Division 8, Part III, Section 3.03.472(i).** Section 3.03.742 is hereby amended in its entirety to read as follows:

- (i) **Wiring Material and Minimum Conductor Size.** Solid and stranded conductors shall not be smaller than Number 14 copper or Number 6 aluminum or copper-clad aluminum.

**Section 3. 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 4. 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 5. 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 6. Effective Date.** This Ordinance shall take effect and be in full force and effect on September 5, 2018.

**PASSED AND ADOPTED** this the 5th day of September 2018

**THE CITY OF MANOR, TEXAS**

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Rita G. Jonse,  
Mayor

**ATTEST:**

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Lluvia Tijerina TRMC,  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

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

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Conduct the first public hearing of the FY 2018-2019 Proposed Annual Budget of the City of Manor, Texas.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Proposed Annual Budget

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council conduct the first public hearing on the FY 2018-2019 Proposed Annual Budget of the City of Manor, Texas.

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

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# **Proposed Annual Budget**

## **Fiscal Year 2018 - 2019**



**NOTE:**

**This Proposed Budget will raise \$1,353,388 (28.89% approx) more property tax revenues than last year's budget.**



## PROPOSED ANNUAL BUDGET FISCAL YEAR 2018-19

Original Budget Adopted: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

Amended Budget Adopted: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

FY 2017-18		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
4,072,215	653,844	3,418,371
0	563,991	(563,991)
778,500	1,596,603	(818,103)
-	459,824	(459,824)
1,790,905	448,544	1,342,361
606,650	508,876	97,774
104,753	3,064,530	(2,959,777)
-	366,828	(366,828)
-	-	-
7,353,023	7,663,040	(310,017)

AS OF: 8/31/18		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
3,960,848	717,345	3,243,504
0	506,786	(506,786)
738,742	1,153,772	(415,031)
-	345,006	(345,006)
1,684,402	471,138	1,213,265
769,333	462,051	307,282
120,502	2,714,454	(2,593,952)
-	328,424	(328,424)
-	-	-
7,273,827	6,698,976	574,851

### GENERAL FUND

ADMINISTRATION	
FINANCE DEPT.	
STREET DEPT.	
PARKS	
DEVELOPMENT SERVICES	
MUNICIPAL COURT	
POLICE DEPT.	
IT DEPT.	
TRANSFERS	
<b>GENERAL FUND TOTALS</b>	

FY 2018-19		
BUDGET REVENUES	BUDGET EXPENSES	NET
5,481,472	825,470	4,656,002
-	611,388	(611,388)
868,000	1,768,183	(900,183)
-	483,003	(483,003)
1,640,132	699,695	940,437
717,100	629,337	87,763
104,753	3,503,801	(3,399,048)
-	460,526	(460,526)
-	-	-
8,811,457	8,981,403	(169,946)

FUND BALANCES	
ESTIMATED 30-Sep-18	PROJECTED 30-Sep-19

0	421,065	(421,065)
1,958,222	1,995,510	(37,288)
1,750,025	969,751	780,274
-	-	-
3,708,247	3,386,326	321,921

0	386,719	(386,719)
1,823,971	1,847,715	(23,744)
1,618,228	777,779	840,449
-	-	-
3,442,200	3,012,214	429,986

### UTILITY FUND

PUBLIC WORKS	
WATER	
WASTEWATER	
TRANSFERS	
<b>UTILITY FUND TOTALS</b>	

0	399,667	(399,667)
2,068,146	2,065,257	2,889
1,655,025	1,027,947	627,078
-	-	-
3,723,171	3,492,871	230,300

11,061,270	11,049,366	11,904
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10,716,027	9,711,189	1,004,837
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### TOTAL POOLED FUNDS

12,534,628	12,474,274	60,354
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824,025	884,379
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2,598,757	2,176,104	422,654
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2,115,296	2,175,559	(60,263)
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### TOTAL DEBT SERVICE

2,182,229	2,182,229	1
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91,186	91,187
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9,950	38,126	(28,176)
7,450	51,800	(44,350)
100,564	35,000	65,564
31,000	9,000	22,000
392,006	-	392,006
755,977	20,000	735,977
-	-	-
17,893,250	-	17,893,250
19,190,197	153,926	19,036,271

9,950	38,126	(28,176)
7,366	51,800	(44,434)
195,491	35,000	160,491
34,111	22,350	11,761
493,700	5,380	488,320
905,867	7,405	898,462
-	-	-
-	-	-
1,646,485	160,061	1,486,424

### RESTRICTED FUNDS

COURT TECH FUND	
COURT BLDG SEC FUND	
PID FEES	
HOTEL OCCUPANCY	
CAPT IMPACT-WATER	
CAPT IMPACT-WW	
PARK FUNDS	
BOND FUNDS	
<b>RESTRICTED FUND TOTALS</b>	

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

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

32,850,224	13,379,395	19,470,829
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14,477,808	12,046,809	2,430,999
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### GRAND TOTALS

15,969,114	15,010,205	958,909
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22,513,396	23,472,305
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The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

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

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



## PROPOSED ANNUAL BUDGET SUMMARY FOR FISCAL YEAR 2018-19

Original Budget Adopted: 19-Sep-2018  
Ordinance Number: \_\_\_\_\_

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

FUND	Existing FY 2017-2018 Amended Budget	PROPOSED FY 2018-19 Municipal Budget	PROPOSED BUDGET DIFFERENCE
<b>GENERAL FUND</b>			
<b>ADMINISTRATION</b>			
REVENUES	4,072,215	5,481,472	1,409,257
EXPENSES	653,844	825,470	171,626
NET	3,418,371	4,656,002	1,237,631
<b>FINANCE DEPARTMENT</b>			
REVENUES	-	-	-
EXPENSES	563,991	611,388	47,397
NET	(563,991)	(611,388)	(47,397)
<b>STREET DEPARTMENT</b>			
REVENUES	778,500	868,000	89,500
EXPENSES	1,596,603	1,768,183	171,580
NET	(818,103)	(900,183)	(82,080)
<b>PARKS DEPARTMENT</b>			
REVENUES	-	-	-
EXPENSES	459,824	483,003	(23,179)
NET			
<b>DEVELOPMENT SERVICES</b>			
REVENUES	1,790,905	1,640,132	(150,773)
EXPENSES	448,544	699,695	251,151
NET	1,342,361	940,437	(401,924)
<b>MUNICIPAL COURT</b>			
REVENUES	606,650	717,100	110,450
EXPENSES	508,876	629,337	120,461
NET	97,774	87,763	(10,011)
<b>POLICE DEPARTMENT</b>			
REVENUES	104,753	104,753	-
EXPENSES	3,064,530	3,503,801	439,271
NET	(2,959,777)	(3,399,048)	(439,271)
<b>IT DEPARTMENT</b>			
REVENUES	-	-	-
EXPENSES	366,828	460,526	93,698
NET	(366,828)	(460,526)	(93,698)
<b>TRANSFERS</b>			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
<b>GENERAL FUND TOTALS</b>			
REVENUES	7,353,023	8,811,457	1,458,434
EXPENDITURES	7,663,040	8,981,403	1,201,486
NET	(310,017)	(169,946)	256,948

FUND	Existing FY 2017-2018 Amended Budget	PROPOSED FY 2018-19 Municipal Budget	PROPOSED BUDGET DIFFERENCE
<b>UTILITY FUND</b>			
<b>PUBLIC WORKS</b>			
REVENUES	-	-	-
EXPENSES	421,065	399,667	(21,398)
NET	(421,065)	(399,667)	21,398
<b>WATER DEPARTMENT</b>			
REVENUES	1,958,222	2,068,146	109,924
EXPENSES	1,995,510	2,065,257	69,747
NET	(37,288)	2,889	40,177
<b>WASTEWATER DEPARTMENT</b>			
REVENUES	1,750,025	1,655,025	(95,000)
EXPENSES	969,751	1,027,947	58,196
NET	780,274	627,078	(153,196)
<b>TRANSFERS</b>			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
<b>UTILITY FUND TOTALS</b>			
REVENUES	3,708,247	3,723,171	14,924
EXPENDITURES	3,386,326	3,492,871	106,545
NET	321,921	230,300	(91,621)

<b>DEBT SERVICE TOTALS</b>			
REVENUES	2,598,757	2,182,229	(416,528)
EXPENDITURES	2,176,104	2,182,229	6,125
NET	422,654	1	(422,653)

<b>MUNICIPAL BUDGET TOTALS (exclusive of debt service)</b>			
REVENUES	11,061,270	12,534,628	1,473,358
EXPENDITURES	11,049,366	12,474,274	1,308,031
NET	11,904	60,354	165,327

**10 -GENERAL FUND  
FINANCIAL SUMMARY**

**REQUESTED BUDGET WORKSHEETS  
FY 2018-19**

**91.67% OF YEAR COMPLETE**

<b>REVENUE SUMMARY</b>	<b>FY 2017-18 ACTUAL</b>	<b>FY 2017-18 ORIG. BUDGET</b>	<b>FY 2017-18 CURR. BUDGET</b>	<b>AS OF 08/31/2018 Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>	<b>PROJECTED YEAR END</b>	<b>REQUESTED 2018-19 BUDGET</b>
<b><u>ADMINISTRATION</u></b>								
TAXES	4,019,074	4,019,074	4,076,729	3,875,884	95.1	200,845	4,521,994	5,428,331
MISCELLANEOUS	35,000	35,000	35,000	37,610	107.5	(2,610)	43,880	35,000
PERMITS/LICENSES	14,743	14,743	14,743	15,781	107.0	(1,038)	18,411	14,743
OTHER	3,398	3,398	3,398	3,783	111.3	(385)	4,414	3,398
<b>TOTAL ADMINISTRATION</b>	<b>4,072,215</b>	<b>4,072,215</b>	<b>4,129,870</b>	<b>3,933,058</b>	<b>95.2</b>	<b>196,812</b>	<b>4,588,699</b>	<b>5,481,472</b>
<b><u>STREET</u></b>								
MISCELLANEOUS	106,000	106,000	106,000	16	0.0	105,984	19	106,000
SANITATION CHARGES	672,500	672,500	734,000	736,647	100.4	(2,647)	859,446	762,000
<b>TOTAL STREET</b>	<b>778,500</b>	<b>778,500</b>	<b>840,000</b>	<b>736,663</b>	<b>87.7</b>	<b>103,337</b>	<b>859,465</b>	<b>868,000</b>
<b><u>DEVELOPMENT SERVICES</u></b>								
MISCELLANEOUS	18,570	18,570	25,700	24,762	96.4	938	23,439	19,300
PERMITS/LICENSES	1,772,335	1,772,335	1,912,187	1,609,080	84.1	303,107	1,877,314	1,620,832
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>1,790,905</b>	<b>1,790,905</b>	<b>1,937,887</b>	<b>1,633,842</b>	<b>84.3</b>	<b>304,045</b>	<b>1,900,753</b>	<b>1,640,132</b>
<b><u>COURT</u></b>								
MISCELLANEOUS	4,600	4,600	6,100	6,068	99.5	32	7,080	6,500
COURT FEES	602,050	602,050	745,820	748,783	100.4	(2,963)	873,605	710,600
<b>TOTAL COURT</b>	<b>606,650</b>	<b>606,650</b>	<b>751,920</b>	<b>754,851</b>	<b>100.4</b>	<b>(2,931)</b>	<b>880,684</b>	<b>717,100</b>
<b><u>POLICE</u></b>								
MISCELLANEOUS	59,393	59,393	59,393	41,344	69.6	18,049	48,236	59,393
POLICE CHARGES/FEES	45,360	45,360	45,360	63,849	140.8	(18,489)	74,492	45,360
<b>TOTAL POLICE</b>	<b>104,753</b>	<b>104,753</b>	<b>104,753</b>	<b>105,193</b>	<b>100.4</b>	<b>(440)</b>	<b>122,729</b>	<b>104,753</b>
<b>TOTAL REVENUES</b>	<b>7,353,023</b>	<b>7,353,023</b>	<b>7,764,430</b>	<b>7,163,607</b>	<b>92.3</b>	<b>600,823</b>	<b>8,352,330</b>	<b>8,811,457</b>

**10 -GENERAL FUND  
FINANCIAL SUMMARY**

**REQUESTED BUDGET WORKSHEETS  
FY 2018-19**

**91.67% OF YEAR COMPLETE**

<b>EXPENDITURE SUMMARY</b>	<b>FY 2017-18 ACTUAL</b>	<b>FY 2017-18 ORIG. BUDGET</b>	<b>FY 2017-18 CURR. BUDGET</b>	<b>AS OF 08/31/2018 Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>	<b>PROJECTED YEAR END</b>	<b>REQUESTED 2018-19 BUDGET</b>
<b><u>ADMINISTRATION</u></b>								
PERSONNEL	362,337	362,337	362,687	315,093	86.9	47,594	367,619	463,656
OPERATING	122,707	122,707	270,921	229,010	84.5	41,911	267,185	147,514
REPAIRS & MAINTENANCE	44,000	44,000	44,000	20,099	45.7	23,901	23,450	44,000
CONTRACTED SERVICES	124,800	124,800	129,300	144,097	111.4	(14,797)	168,118	170,300
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-
<b>TOTAL ADMINISTRATION</b>	<b>653,844</b>	<b>653,844</b>	<b>806,908</b>	<b>708,299</b>	<b>87.8</b>	<b>98,609</b>	<b>826,372</b>	<b>825,470</b>
<b><u>FINANCE</u></b>								
PERSONNEL	408,203	408,203	408,559	335,046	82.0	73,513	390,899	436,824
OPERATING	94,287	94,287	113,063	87,900	77.7	25,163	102,552	113,064
REPAIRS & MAINTENANCE	850	850	850	486	57.2	364	567	850
CONTRACTED SERVICES	53,000	53,000	53,000	37,650	71.0	15,350	43,926	53,000
DEBT PAYMENTS	7,650	7,650	7,650	0	0.0	7,650	0	7,650
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-
<b>TOTAL FINANCE</b>	<b>563,990</b>	<b>563,990</b>	<b>583,122</b>	<b>461,081</b>	<b>79.1</b>	<b>122,041</b>	<b>537,944</b>	<b>611,388</b>
<b><u>STREET</u></b>								
PERSONNEL	215,635	215,635	220,136	188,398	85.6	31,738	219,804	267,101
OPERATING	127,170	127,170	143,118	112,268	78.4	30,850	130,983	140,770
REPAIRS & MAINTENANCE	275,772	275,772	275,894	32,207	11.7	243,687	37,576	47,500
CONTRACTED SERVICES	809,720	809,720	860,720	636,459	73.9	224,261	742,557	1,210,000
DEBT PAYMENTS	52,735	52,735	67,735	66,662	98.4	1,073	77,774	66,812
GRANT EXPENDITURES	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	12,000	12,000	12,000	7,925	66.0	4,075	9,246	11,000
CAPITAL OUTLAY > \$5K	17,000	17,000	17,000	16,000	94.1	1,000	18,667	25,000
<b>TOTAL STREET</b>	<b>1,510,032</b>	<b>1,510,032</b>	<b>1,596,603</b>	<b>1,059,918</b>	<b>66.4</b>	<b>536,685</b>	<b>1,236,607</b>	<b>1,768,183</b>

**PARKS**

PERSONNEL	283,111	283,111	260,616	190,744	73.2	69,872	222,541	274,603
OPERATING	0	0	33,996	12,586	37.0	21,410	14,638	33,100
REPAIRS & MAINTENANCE	0	0	76,560	43,292	56.5	33,268	50,509	125,500
CONTRACTED SERVICES	100	100	0	0	0.0	0	0	-
DEBT PAYMENTS	700	700	44,821	50,827	113.4	(6,006)	59,300	28,200
GRANT EXPENDITURES	1,110	1,110	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	0	0	11,632	3,242	27.9	8,390	3,783	9,600
CAPITAL OUTLAY > \$5K	600	600	32,200	18,598	57.8	13,602	21,698	12,000
<b>TOTAL PARKS</b>	<b>285,621</b>	<b>285,621</b>	<b>459,824</b>	<b>319,289</b>	<b>365.8</b>	<b>140,536</b>	<b>372,469</b>	<b>483,003</b>

**DEVELOPMENT SERVICES**

PERSONNEL	29,010	29,010	317,365	234,741	74.0	82,624	14,638	357,264
OPERATING	0	0	65,954	81,668	123.8	(15,714)	0	81,231
REPAIRS & MAINTENANCE	11,632	11,632	3,000	76	2.5	2,924	3,783	3,000
CONTRACTED SERVICES	84,500	84,500	84,500	134,528	159.2	(50,028)	0	233,200
DEBT PAYMENTS	0	0	0	0	0.0	0	0	25,000
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY > \$5K	0	0	0	87	0.0	(87)	0	-
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>125,142</b>	<b>125,142</b>	<b>470,819</b>	<b>451,099</b>	<b>95.8</b>	<b>19,720</b>	<b>18,421</b>	<b>699,695</b>

**COURT**

PERSONNEL	173,120	173,120	173,120	165,859	95.8	7,261	193,508	264,472
OPERATING	38,450	38,450	54,275	32,711	60.3	21,564	38,118	39,745
REPAIRS & MAINTENANCE	0	0	0	0	0.0	0	0	-
CONTRACTED SERVICES	277,500	277,500	294,284	246,879	83.9	47,405	288,033	277,500
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	1,480	91.4	140	1,727	1,620
CAPITAL OUTLAY > \$5K	6,000	6,000	0	0	0.0	0	0	46,000
<b>TOTAL COURT</b>	<b>496,690</b>	<b>496,690</b>	<b>523,299</b>	<b>446,929</b>	<b>85.4</b>	<b>76,370</b>	<b>521,386</b>	<b>629,337</b>

**POLICE**

PERSONNEL	2,278,314	2,334,941	2,285,952	1,996,234	87.3	289,718	2,329,006	2,629,422
OPERATING	225,605	225,605	230,473	188,801	81.9	41,672	220,275	260,083
REPAIRS & MAINTENANCE	81,000	81,000	81,000	84,916	104.8	(3,916)	99,071	85,000
CONTRACTED SERVICES	172,492	172,492	172,492	164,982	95.6	7,510	192,484	196,326
DEBT PAYMENTS	188,750	188,750	188,750	148,976	78.9	39,774	173,811	274,000
CAPITAL OUTLAY < \$5K	16,800	16,800	16,800	6,395	38.1	10,405	7,461	9,500
CAPITAL OUTLAY > \$5K	44,470	44,470	44,470	26,405	59.4	18,065	30,806	49,470
<b>TOTAL POLICE</b>	<b>3,007,430</b>	<b>3,064,058</b>	<b>3,019,937</b>	<b>2,616,708</b>	<b>86.6</b>	<b>403,229</b>	<b>3,052,913</b>	<b>3,503,801</b>

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

PERSONNEL	83,498	83,498	83,898	70,666	84.2	13,232	82,446	120,541
OPERATING	104,900	104,900	104,900	77,910	74.3	26,990	0	103,900
REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0.0	6,085	0	6,085
CONTRACTED SERVICES	124,230	124,230	124,230	92,616	74.6	31,614	30	140,000
CAPITAL OUTLAY < \$5K	55,000	55,000	55,000	53,170	96.7	1,830	174	65,000
CAPITAL OUTLAY > \$5K	15,000	15,000	15,000	3,265	21.8	11,735	859	25,000
<b>TOTAL I.T.</b>	<b>388,713</b>	<b>388,713</b>	<b>389,113</b>	<b>297,628</b>	<b>76.5</b>	<b>91,485</b>	<b>32,501</b>	<b>460,526</b>

<b>TOTAL EXPENDITURES</b>	<b>6,357,128</b>	<b>6,413,755</b>	<b>7,849,626</b>	<b>5,744,035</b>	<b>73.2</b>	<b>2,105,591</b>	<b>6,193,643</b>	<b>8,981,403</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>995,895</b>	<b>939,267</b>	<b>(85,196)</b>	<b>1,419,572</b>	<b>(1,504,768)</b>		<b>2,158,686</b>	<b>(169,946)</b>

**10 -GENERAL FUND  
REVENUES**

**REQUESTED BUDGET WORKSHEETS**

**FY 2018-19**

**AS OF MARCH 2018**

**91.67% OF YEAR COMPLETE**

	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>ADMINISTRATION REVENUES</b>								
<b><u>TAXES</u></b>								
10-4100-40-40000 AD VALOREM TAXES - CURRENT	2,502,859	2,502,859	2,502,859	2,417,037	97	85,822	2,819,957	3,863,331
10-4100-40-40010 AD VALOREM TAXES - PRIOR	17,000	17,000	17,000	14,588	86	2,412	17,020	15,000
10-4100-40-40015 RENDITION PAYMENTS	0	0	0	0	0	0	0	0
10-4100-40-40016 VEHIVLE DEALER INVENTORY	0	0	466	466	100	0	543	0
10-4100-40-40020 AD VALOREM TAXES P&I	28,000	28,000	28,000	22,677	81	5,323	26,457	22,000
10-4100-40-40025 SALES TAX COMPTROLLER	1,013,215	1,013,215	1,013,215	921,601	91	91,614	1,075,232	1,020,000
10-4100-40-40040 FRANCHISE TAX-ELECTRIC	200,000	200,000	200,000	246,302	123	-46,302	287,360	250,000
10-4100-40-40043 FRANCHISE TAX-CABLE TE	60,000	60,000	60,000	43,402	72	16,598	50,637	60,000
10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV	20,000	20,000	20,000	4	0	19,996	5	20,000
10-4100-40-40045 FRANCHISE TAX-GAS/PROP	20,000	20,000	20,000	22,670	113	-2,670	26,449	20,000
10-4100-40-40047 FRANCHISE TAX-TELEPHONE	70,000	70,000	70,000	96,820	138	-26,820	112,960	70,000
10-4100-40-40050 FRANCHISE TAX-SOLID WASTE	82,000	82,000	82,000	82,005	100	-5	95,675	82,000
10-4100-40-40060 MIXED BEVERAGE TAXES	6,000	6,000	6,000	8,312	139	-2,312	9,697	6,000
TOTAL TAXES	4,019,074	4,019,074	4,019,540	3,875,884	96	143,656	4,521,994	5,428,331
<b><u>MISCELLANEOUS</u></b>								
10-4100-42-42099 MISCELLANEOUS	35,000	35,000	35,000	37,610	107	-2,610	43,880	35,000
10-4100-42-42100 GRANTS	0	0	0	0	0	0	0	0
10-4100-42-42500 DONATIONS	0	0	0	0	0	0	0	0
10-4100-42-48100 UNCLAIMED PROPERTY	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	35,000	35,000	35,000	37,610	107	-2,610	43,880	35,000
<b><u>PERMITS/LICENSES</u></b>								
10-4100-45-42010 PERMITS-PET	380	380	380	640	168	-260	747	380
10-4100-45-42020 HEALTH PERMITS	0	0	0	0	0	0	0	0
10-4100-45-42040 PERMITS- CITY MISC	150	150	150	0	0	150	0	150
10-4100-45-42050 LICENSES- ALCHOLIC BEV	14,213	14,213	14,213	15,141	107	-928	17,664	14,213
TOTAL PERMITS/LICENSES	14,743	14,743	14,743	15,781	107	-1,038	18,411	14,743
<b><u>OTHER</u></b>								
10-4100-48-42050 NOTARY FEES	298	298	298	243	82	55	284	298
10-4100-48-42100 REIMBURSED EXPENSES	0	0	0	0	0	0	0	0
10-4100-48-48000 INTEREST INCOME	3,100	3,100	3,100	3,540	114	-440	4,130	3,100
TOTAL OTHER	3,398	3,398	3,398	3,783	111	-385	4,414	3,398
<b>TOTAL ADMINISTRATION REVENUES</b>	<b>4,072,215</b>	<b>4,072,215</b>	<b>4,072,681</b>	<b>3,933,058</b>	<b>97</b>	<b>139,623</b>	<b>4,588,699</b>	<b>5,481,472</b>



	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>STREET REVENUES</b>								
<b>MISCELLANEOUS</b>								
10-4225-42-42098 CAP METRO BCT	106,000	106,000	106,000	0	0	106,000	0	106,000
10-4225-42-42099 MISCELLANEOUS	0	0	0	16	0	-16	19	0
TOTAL MISCELLANEOUS	106,000	106,000	106,000	16	0	105,984	19	106,000
<b>SANITATION CHARGES</b>								
10-4225-44-44010 SOLID WASTE REVENUE	660,500	660,500	722,000	722,137	100	-137	842,517	750,000
10-4225-44-44025 LATE FEES TRASH	12,000	12,000	12,000	14,510	121	-2,510	16,929	12,000
10-4225-44-44031 ADJUSTMENTS	0	0	0	0	0	0	0	0
TOTAL SANITATION CHARGES	672,500	672,500	734,000	736,647	100	-2,647	859,446	762,000
<b>TOTAL STREET REVENUES</b>	<b>778,500</b>	<b>778,500</b>	<b>840,000</b>	<b>736,663</b>	<b>88</b>	<b>103,337</b>	<b>859,465</b>	<b>868,000</b>

	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>DEVELOPMENT SERVICES REVENUES</b>								
<b>MISCELLANEOUS</b>								
10-4300-42-42090 TECHNOLOGY FEES	14,270	14,270	21,000	20,090	96	910	23,439	15,000
10-4300-42-42091 ONLINE PAYMENT FEE	4,300	4,300	4,700	4,672	99	28	5,451	4,300
TOTAL MISCELLANEOUS	18,570	18,570	25,700	24,762	96	938	23,439	19,300
<b>PERMITS/LICENSES</b>								
10-4300-45-42040 PERMITS-CITY MISC.	1,000	1,000	1,000	0	0	1,000	0	1,000
10-4300-45-44095 SIGN PERMITS	1,526	1,526	1,526	2,055	135	-529	2,398	1,526
10-4300-45-44096 SITE PLAN	8,271	8,271	8,271	10,696	129	-2,425	12,479	8,271
10-4300-45-44097 NOTIFICATIONS	1,300	1,300	1,300	0	0	1,300	0	3,000
10-4300-45-45000 DEVELOPER FUNDINGS	0	0	0	0	0	0	0	0
10-4300-45-45050 PLAT AND PLAN FEES	53,569	53,569	132,500	132,560	100	-60	154,658	53,569
10-4300-45-45075 BLDG. PLAN REVIEW	100	100	100	0	0	100	0	100
10-4300-45-45076 SUBDIVISION TEST & INSP	220,097	220,097	275,760	274,763	100	997	320,565	344,000
10-4300-45-45077 ZONING	3,072	3,072	6,730	6,730	100	0	7,852	3,072
10-4300-45-45100 BUILDING PERMITS	1,100,000	1,100,000	1,100,000	866,870	79	233,130	1,011,377	882,097
10-4300-45-45101 R.O.W. PERMITS	300	300	300	300	100	0	350	300
10-4300-45-45102 GAMING MACHINES	0	0	1,600	1,600	100	0	1,867	1,600
10-4300-45-45200 BUILDINGS INSPECTION FEES	383,000	383,000	383,000	313,507	82	69,493	365,769	322,197
10-4300-45-45201 SUBDIV CONSTRUCTION	0	0	0	0	0	0	0	0
10-4300-45-45500 PROFESSIONAL DEPOSIT FEES	100	100	100	0	0	100	0	100
TOTAL PERMITS/LICENSES	1,772,335	1,772,335	1,912,187	1,609,080	84	303,107	1,877,314	1,620,832
<b>TOTAL DEVELOPMENT SERVICES REVENUES</b>	<b>1,790,905</b>	<b>1,790,905</b>	<b>1,937,887</b>	<b>1,633,842</b>	<b>84</b>	<b>304,045</b>	<b>1,900,753</b>	<b>1,640,132</b>

	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>COURT REVENUES</b>								
<b>MISCELLANEOUS</b>								
10-4500-42-42090 ONLINE PAYMENT FEES	4,600	4,600	6,100	6,068	99	32	7,080	6,500
10-4500-42-42099 TCDC REVENUES	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	4,600	4,600	6,100	6,068	99	32	7,080	6,500
<b>COURT FEES</b>								
10-4500-46-46100 COURT TECHNOLOGY FEE	10,000	10,000	10,000	11,437	114	-1,437	13,343	12,000
10-4500-46-46200 COURT BUILDING SECURITY	7,050	7,050	7,050	8,577	122	-1,527	10,007	8,600
10-4500-46-46300 COURT COSTS EARNED	585,000	585,000	728,770	728,769	100	1	850,254	690,000
TOTAL COURT FEES	602,050	602,050	745,820	748,783	100	-2,963	873,605	710,600
<b>TOTAL COURT REVENUES</b>	<b>606,650</b>	<b>606,650</b>	<b>751,920</b>	<b>754,851</b>	<b>100</b>	<b>-2,931</b>	<b>880,684</b>	<b>717,100</b>

	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>POLICE REVENUES</b>								
<b>MISCELLANEOUS</b>								
10-4600-42-41015 GRANT PROCEEDS - POLIC	22,513	22,513	22,513	0	0	22,513	0	22,513
10-4600-42-41024 NATIONAL NIGHT OUT CAM	0	0	0	0	0	0	0	0
10-4600-42-41025 RESTRICTED DONATIONS	0	0	0	0	0	0	0	0
10-4600-42-42099 MISCELLANEOUS	36,880	36,880	36,880	41,344	112	-4,464	48,236	36,880
TOTAL MISCELLANEOUS	59,393	59,393	59,393	41,344	70	18,049	48,236	59,393
<b>POLICE CHARGES/FEES</b>								
10-4600-47-47000 ASSET SEIZURES	0	0	0	-588	0	588	-685	0
10-4600-47-47009 ALARM PERMIT	7,000	7,000	7,000	6,525	93	475	7,613	7,000
10-4600-47-47010 POLICE REPORTS	1,350	1,350	1,350	1,246	92	104	1,454	1,350
10-4600-47-47011 FINGER PRINTING	100	100	100	130	130	-30	152	100
10-4600-47-47110 MOTOR VEHICLE DISB	4,500	4,500	4,500	5,611	125	-1,111	6,546	4,500
10-4600-47-47200 WARRANT AND FTA FEES	2,410	2,410	2,410	2,513	104	-103	2,932	2,410
10-4600-47-47310 IMPOUNDS	0	0	0	10,265	0	-10,265	11,976	0
10-4600-47-47325 AUCTIONS	0	0	0	0	0	0	0	0
10-4600-47-47400 POLICE CAR RENTAL INCO	30,000	30,000	30,000	38,146	127	-8,146	44,505	30,000
TOTAL POLICE CHARGES/FEES	45,360	45,360	45,360	63,849	141	-18,489	74,492	45,360
<b>TOTAL POLICE REVENUES</b>	<b>104,753</b>	<b>104,753</b>	<b>104,753</b>	<b>105,193</b>	<b>100</b>	<b>-440</b>	<b>122,729</b>	<b>104,753</b>
<b>NON-DEPARTMENTAL REVENUES</b>								
<b>OTHER FINANCING SOURCES</b>								
10-4999-41-41050 LOAN PROCEEDS	0	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0	0	0
<b>TRANSFERS</b>								
10-4999-49-50005 TRANSFERS IN	0	0	0	0	0	0	0	0
10-4999-49-50010 TRANSFERS FROM CPF	0	0	0	0	0	0	0	0
10-4999-49-59000 TRANSFERS FROM UF	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0
<b>TOTAL NON-DEPARTMENTAL REVENUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>7,353,023</b>	<b>7,353,023</b>	<b>7,707,241</b>	<b>7,163,607</b>	<b>93</b>	<b>543,634</b>	<b>8,352,330</b>	<b>8,811,457</b>

**10 -GENERAL FUND  
DEPARTMENTAL EXPENDITURES**

**REQUESTED BUDGET WORKSHEETS  
FY 2018-19**

91.67% OF YEAR COMPLETE								
	FY 2017-18	FY 2017-18	FY 2017-18	AS OF 08/31/2018	% OF	BUDGET	PROJECTED	REQUESTED
ADMINISTRATION EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL	BUDGET	BALANCE	YEAR END	2018-19 BUDGET
<b>PERSONNEL</b>								
10-5100-50-50010 SALARIES	283,665	283,665	283,665	255,452	90	28,213	298,035	358,278
10-5100-50-50050 OVERTIME	0	0	0	0	0	0	0	0
10-5100-50-50075 LONGEVITY	1,700	1,700	1,700	1,900	112	-200	2,217	2,200
10-5100-50-50200 EMPLOYER PAID TAXES	24,642	24,642	24,642	17,371	70	7,271	20,267	27,577
10-5100-50-50255 WORKERS' COMPENSATION	800	800	1,150	1,072	93	78	1,250	1,300
10-5100-50-50325 HEALTH INSURANCE	18,482	18,482	18,482	14,206	77	4,276	16,574	18,988
10-5100-50-50335 HEALTH ASSISTANCE	260	260	260	258	99	2	301	260
10-5100-50-50410 EMPLOYER RETIREMENT CO	14,179	14,179	14,179	10,564	75	3,615	12,325	21,168
10-5100-50-50520 EMPLOYEE EDUCATION	5,000	5,000	5,000	1,769	35	3,231	2,064	7,500
10-5100-50-50521 COUNCIL EDUCATION	0	0	0	0	0	0	0	12,886
10-5100-50-50650 VEHICLE ALLOWANCE	7,200	7,200	7,200	6,092	85	1,108	7,108	7,500
10-5100-50-50700 REIMBURSABLE UNEMPLOYM	6,409	6,409	6,409	6,409	100	0	7,477	6,000
TOTAL PERSONNEL	362,337	362,337	362,687	315,093	87	47,594	367,619	463,656
<b>OPERATING</b>								
10-5100-51-51010 ADVER/NOTIFICATION/PUBLIC HEARING	4,500	4,500	4,500	1,347	30	3,153	1,571	4,500
10-5100-51-51011 PRE-EMPLO SCREENING	0	0	50	35	70	15	41	50
10-5100-51-51041 EMPLOYEE APPRECIATION	3,000	3,000	3,000	3,987	133	-987	4,652	10,000
10-5100-51-51160 ELECTION EXPENSES	5,293	5,293	5,293	5,292	100	1	6,174	6,500
10-5100-51-51335 INSURANCE-PROPERTY, CA	1,700	1,700	1,700	1,330	78	370	1,551	1,700
10-5100-51-51338 INSURANCE LIABILITY	8,000	8,000	8,810	8,730	99	80	10,185	9,000
10-5100-51-51480 MEETING EXPENSES	1,000	1,000	1,000	576	58	424	672	1,000
10-5100-51-51485 MISCELLANEOUS	24,199	24,199	171,553	171,553	100	0	200,151	25,000
10-5100-51-51602 PENALTIES & INTEREST	150	150	150	51	34	99	59	150
10-5100-51-51603 PERIODICALS AND PUBLIC	400	400	400	407	102	-7	474	650
10-5100-51-51625 POSTAGE/DELIVERY	550	550	550	495	90	55	577	550
10-5100-51-51634 EDC BEAUTIFICATION	37,301	37,301	37,301	9,424	25	27,877	10,995	50,000
10-5100-51-51635 PROFESSIONAL & MEMBERS	6,000	6,000	6,000	6,160	103	-160	7,186	7,500
10-5100-51-51746 SUPPLIES-OFFICE	8,562	8,562	8,562	4,155	49	4,407	4,848	8,562
10-5100-51-51780 TRAVEL	7,200	7,200	7,200	4,560	63	2,640	5,320	7,500
10-5100-51-51813 UTILITIES-ELECTRIC BLU	9,500	9,500	9,500	6,185	65	3,315	7,216	9,500
10-5100-51-51817 UTILITIES-NATURAL GAS	1,352	1,352	1,352	715	53	637	834	1,352
10-5100-51-52110 OFFICE EQUIPMENT LEASE	4,000	4,000	4,000	4,010	100	-10	4,679	4,000
TOTAL OPERATING	122,707	122,707	270,921	229,010	85	41,911	267,185	147,514

**REPAIRS & MAINTENANCE**

10-5100-52-52000 COMPUTER R&M	0	0	0	0	0	0	0	0
10-5100-52-52010 BUILDING REPAIRS & MAI	30,000	30,000	30,000	15,974	53	14,026	18,637	30,000
10-5100-52-52012 CLEANING & MAINTENANCE	14,000	14,000	14,000	4,125	29	9,875	4,813	14,000
10-5100-52-52130 OFFICE EQUIPMENT REPAI	0	0	0	0	0	0	0	0
10-5100-52-52220 COMPUTER EQUIPMENT-MAI	0	0	0	0	0	0	0	0
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>44,000</b>	<b>44,000</b>	<b>44,000</b>	<b>20,099</b>	<b>46</b>	<b>23,901</b>	<b>23,450</b>	<b>44,000</b>

**CONTRACTED SERVICES**

10-5100-54-51000 ACCOUNTING & AUDITING	0	0	0	0	0	0	0	0
10-5100-54-51165 ENGINEERING/PLANNING S	70,000	70,000	70,000	76,024	109	-6,024	88,698	85,000
10-5100-54-51440 LEGAL FEES	39,000	39,000	39,000	50,125	129	-11,125	58,480	65,000
10-5100-54-51500 CONSULTING SERVICES	0	0	0	0	0	0	0	0
10-5100-54-5150X I/T CONSULTING SERVICES	0	0	0	0	0	0	0	0
10-5100-54-51590 DOCUMENT STORAGE/DESTRUCTION	1,800	1,800	1,800	1,393	77	407	1,625	1,800
10-5100-54-51760 TAXING DISTRICT FEES	14,000	14,000	18,500	16,555	89	1,945	19,315	18,500
<b>TOTAL CONTRACTED SERVICES</b>	<b>124,800</b>	<b>124,800</b>	<b>129,300</b>	<b>144,097</b>	<b>111</b>	<b>-14,797</b>	<b>168,118</b>	<b>170,300</b>

<b>TOTAL ADMINISTRATION EXPENDITURES</b>	<b>653,844</b>	<b>653,844</b>	<b>806,908</b>	<b>708,299</b>	<b>88</b>	<b>98,609</b>	<b>826,372</b>	<b>825,470</b>
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	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>FINANCE EXPENDITURES</b>								
<b>PERSONNEL</b>								
10-5150-50-50010 SALARIES	324,210	324,210	324,210	268,146	83	56,064	312,846	343,203
10-5150-50-50050 OVERTIME	2,310	2,310	2,310	716	31	1,594	835	2,370
10-5150-50-50075 LONGEVITY	2,300	2,300	2,300	1,500	65	800	1,750	3,000
10-5150-50-50200 EMPLOYER PAID TAXES	25,154	25,154	25,154	20,095	80	5,059	23,445	26,666
10-5150-50-50255 WORKERS' COMPENSATION	2,016	2,016	2,372	2,049	86	323	2,391	2,500
10-5150-50-50325 HEALTH INSURANCE	36,937	36,937	36,937	29,823	81	7,114	34,795	37,975
10-5150-50-50335 HEALTH ASSISTANCE	258	258	258	258	100	0	301	258
10-5150-50-50410 EMPLOYER RETIREMENT CO	14,385	14,385	14,385	11,825	82	2,560	13,797	20,052
10-5150-50-50520 EMPLOYEE EDUCATION	633	633	633	633	100	0	739	800
TOTAL PERSONNEL	408,203	408,203	408,559	335,046	82	73,513	390,899	436,824
<b>OPERATING</b>								
10-5150-51-51010 ADVER/POSTING/PUBLIC HEARING	4,500	4,500	4,500	65	1	4,436	75	4,500
10-5150-51-51011 PRE-EMPLOYMENT SCREEN	100	100	100	36	36	64	42	100
10-5150-51-51042 CREDIT CARD MERCHANT SVCS	33,500	33,500	39,600	34,909	88	4,691	40,728	39,600
10-5150-51-51080 CASH SHORT & OVER	500	500	500	160	32	340	187	500
10-5150-51-51335 INSURANCE-PROPERTY, CA	2,650	2,650	2,650	1,871	71	779	2,182	2,650
10-5150-51-51338 INSURANCE LIABILITY	2,860	2,860	3,403	2,836	83	567	3,309	3,404
10-5150-51-51480 MEETING EXPENSES	500	500	500	96	19	404	112	500
10-5150-51-51485 MISCELLANEOUS	1,250	1,250	1,250	426	34	824	497	1,250
10-5150-51-51602 PENALTIES & INTEREST	600	600	600	0	0	600	0	600
10-5150-51-51603 PERIODICALS AND PUBLIC	100	100	100	0	0	100	0	100
10-5150-51-51625 POSTAGE/DELIVERY	37,300	37,300	48,000	38,071	79	9,929	44,417	48,000
10-5150-51-51635 PROFESSIONAL & MEMBERS	100	100	100	0	0	100	0	100
10-5150-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,132	71	868	2,487	3,000
10-5150-51-51780 TRAVEL	2,100	2,100	2,100	2,107	100	-7	2,459	2,100
10-5150-51-52110 OFFICE EQUIPMENT LEASE	2,042	2,042	3,475	2,972	86	503	3,467	3,475
10-5150-51-52340 VEHICLE FUEL & OIL	3,185	3,185	3,185	2,220	70	965	2,590	3,185
TOTAL OPERATING	94,287	94,287	113,063	87,900	78	25,163	102,552	113,064

**REPAIRS & MAINTENANCE**

10-5150-52-52130 OFFICE EQUIPMENT REPAI	250	250	250	0	0	250	0	250
10-5150-52-52320 VEHICLE REPAIRS & MAINT	600	600	600	486	81	114	567	600
TOTAL REPAIRS & MAINTENANCE	850	850	850	486	57	364	567	850

**CONTRACTED SERVICES**

10-5150-54-51000 ACCOUNTING & AUDITING	52,000	52,000	52,000	37,422	72	14,578	43,660	52,000
10-5150-54-51440 LEGAL FEES	1,000	1,000	1,000	0	0	1,000	0	1,000
TOTAL CONTRACTED SERVICES	53,000	53,000	53,000	37,650	71	15,350	43,926	53,000

**DEBT PAYMENTS**

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

<b>TOTAL FINANCE EXPENDITURES</b>	<b>563,990</b>	<b>563,990</b>	<b>583,122</b>	<b>461,081</b>	<b>79</b>	<b>122,041</b>	<b>537,944</b>	<b>611,388</b>
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STREET EXPENDITURES	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>PERSONNEL</b>								
10-5225-50-50010 SALARIES	142,137	142,137	142,137	129,167	91	12,970	150,699	175,090
10-5225-50-50050 OVERTIME	9,650	9,650	9,650	1,933	20	7,717	2,255	5,253
10-5225-50-50075 LONGEVITY	900	900	900	900	100	0	1,050	1,100
10-5225-50-50200 EMPLOYER PAID TAXES	11,268	11,268	11,269	9,680	86	1,589	11,293	13,880
10-5225-50-50255 WORKERS' COMPENSATION	11,025	11,025	24,525	17,388	71	7,137	20,287	20,126
10-5225-50-50325 HEALTH INSURANCE	24,642	24,642	24,642	23,133	94	1,509	26,989	31,646
10-5225-50-50410 EMPLOYER RETIREMENT CO	6,444	6,444	6,444	5,772	90	672	6,734	10,437
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	500	425	85	75	496	500
10-5225-50-50700 REIMB UNEMPLOYMENT	9,069	9,069	69	0	0	69	0	9,069
TOTAL PERSONNEL	215,635	215,635	220,136	188,398	86	31,738	219,804	267,101
<b>OPERATING</b>								
10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	0	0	100	0	100
10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	2,100	1,203	57	897	1,404	1,400
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	3,330	3,698	111	-368	4,314	2,220
10-5225-51-51485 MISCELLANEOUS	0	0	0	0	0	0	0	0
10-5225-51-51610 LICENSES	600	600	600	100	17	500	117	250
10-5225-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	200
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	100
10-5225-51-51740 SUPPLIES CHEMICALS & MAT'LS	23,500	23,500	23,500	15,101	64	8,399	17,618	25,000
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	300	60	200	350	500
10-5225-51-51780 TRAVEL	650	650	28	56	200	-28	65	650
10-5225-51-51800 UNIFORMS & ACCESSORIES	1,400	1,400	1,400	796	57	604	928	1,400
10-5225-51-51813 UTILITIES-ELECTRIC BLU	57,000	57,000	71,260	54,184	76	17,076	63,216	71,200
10-5225-51-51815 UTILITIES-ELECTRIC TX	9,000	9,000	9,000	7,545	84	1,455	8,803	10,000
10-5225-51-52340 FUEL & OIL	15,000	15,000	15,000	14,029	94	971	16,368	16,500
10-5225-51-52440 EQUIPMENT RENTAL	5,500	5,500	6,000	5,621	94	379	6,558	6,250
10-5225-51-54020 STREET SIGNS	10,000	10,000	10,000	9,635	96	365	11,241	5,000
TOTAL OPERATING	127,170	127,170	143,118	112,268	78	30,850	130,983	140,770
<b>REPAIRS &amp; MAINTENANCE</b>								
10-5225-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	2,396	96	104	2,795	2,500
10-5225-52-52320 VEH REPAIRS & MAINTENA	7,000	7,000	7,000	2,608	37	4,392	3,043	7,000
10-5225-52-52430 MACHINERY EQUIP-REPAIR	13,000	13,000	13,000	9,006	69	3,994	10,507	13,000
10-5225-52-54015 PARK REPAIRS/ MAINT	1,572	1,572	1,694	1,778	105	-84	2,074	0
10-5225-52-54016 CEMETARY REPAIRS/ MAINT	1,700	1,700	1,700	1,700	100	0	1,983	0
10-5225-52-54010 STREET REPAIRS & MAINT	250,000	250,000	250,000	14,719	6	235,281	17,173	25,000
TOTAL REPAIRS & MAINTENANCE	275,772	275,772	275,894	32,207	12	243,687	37,576	47,500

**CONTRACTED SERVICES**

10-5225-54-51165 ENGINEERING/PLANNING S	9,720	9,720	9,720	9,720	100	0	11,340	10,000
10-5225-54-51166 STREET CONTRACTED REPAIRS	0	0	0	9,720	0	-9,720	11,340	225,000
10-5225-54-54100 TRASH COLLECTION FEES	800,000	800,000	851,000	617,019	73	233,981	719,876	975,000
TOTAL CONTRACTED SERVICES	809,720	809,720	860,720	636,459	74	224,261	742,557	1,210,000

**DEBT PAYMENTS**

10-5225-55-52310 VEHICLE LEASE EXPENSE	52,735	52,735	67,735	66,812	99	923	77,949	52,735
10-5225-55-52410 MACHINERY EQUIPMENT LE	0	0	0	-150	0	150	-175	14,077
TOTAL DEBT PAYMENTS	52,735	52,735	67,735	66,662	98	1,073	77,774	66,812

**GRANT EXPENDITURES**

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

**CAPITAL OUTLAY < \$5K**

10-5225-57-52400 MACHINERY EQUIPMENT-PU	7,000	7,000	7,000	5,165	74	1,835	6,026	6,000
10-5225-57-52450 TOOLS	5,000	5,000	5,000	2,759	55	2,241	3,219	5,000
TOTAL CAPITAL OUTLAY < \$5K	12,000	12,000	12,000	7,925	66	4,075	9,246	11,000

**CAPITAL OUTLAY > \$5K**

10-5225-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0
10-5225-58-52200 COMPUTER EQUIPMENT-PUR	0	0	0	0	0	0	0	0
10-5225-58-52400 MACHINERY EQUIPMENT-PU	17,000	17,000	17,000	16,000	94	1,000	18,667	25,000
TOTAL CAPITAL OUTLAY > \$5K	17,000	17,000	17,000	16,000	94	1,000	18,667	25,000

<b>TOTAL STREET EXPENDITURES</b>	<b>1,510,032</b>	<b>1,510,032</b>	<b>1,596,603</b>	<b>1,059,918</b>	<b>66</b>	<b>536,685</b>	<b>1,236,607</b>	<b>1,768,183</b>
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	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED REQUESTED
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**PARKS EXPENDITURES****PERSONNEL**

10-5400-50-50010 SALARIES	192,111	192,111	192,111	146,825	76	45,286	171,301	198,558
10-5400-50-50050 OVERTIME	6,800	6,800	6,800	1,248	18	5,552	1,457	6,000
10-5400-50-50075 LONGEVITY	3,600	3,600	3,600	2,300	64	1,300	2,683	4,400
10-5400-50-50200 EMPLOYER PAID TAXES	15,413	15,413	15,413	11,411	74	4,002	13,313	15,982
10-5400-50-50255 WORKERS' COMPENSATION	13,500	13,500	0	0	0	0	0	0
10-5300-50-50335 HEALTH ASSISTANCE	0	0	0	0	0	0	0	0
10-5400-50-50325 HEALTH INSURANCE	30,803	30,803	30,803	21,071	68	9,732	24,583	31,646
10-5400-50-50410 EMPLOYER RETIREMENT CO	8,815	8,815	8,815	6,577	75	2,237	7,674	12,018
10-5400-50-50520 EMPLOYEE EDUCATION	3,000	3,000	3,000	1,311	44	1,689	1,530	3,000
10-5400-50-50700 REIMB UNEMPLOYMENT	9,069	9,069	74	0	0	74	0	3,000
TOTAL PERSONNEL	283,111	283,111	260,616	190,744	73	69,872	222,541	274,603

**OPERATING**

10-5400-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	39	39	61	46	0
10-5400-51-51335 INSURANCE-PROPERTY, CA	700	700	0	0	0	0	0	0
10-5400-51-51338 INSURANCE LIABILITY	1,110	1,110	0	0	0	0	0	0
10-5400-51-51485 MISCELLANEOUS	0	0	5,561	0	0	5,561	0	0
10-5400-51-51610 LICENSES	600	600	430	0	0	430	0	600
10-5400-51-51620 PHYSICALS/DRUG TESTING	200	200	200	76	38	124	89	200
10-5400-51-51640 DUES & SUBSCRIPTIONS	100	100	270	265	98	5	310	100
10-5400-51-51740 SUPPLIES CHEMICALS	5,000	5,000	6,235	6,235	100	1	7,274	17,500
10-5400-51-51741 SUPPLIES MATERIALS	7,500	7,500	7,500	3,425	46	4,075	3,997	0
10-5400-51-51746 SUPPLIES-OFFICE	0	0	0	7	0	-7	8	0
10-5400-51-51780 TRAVEL	1,000	1,000	1,000	0	0	1,000	0	500
10-5400-51-51800 UNIFORMS & ACCESSORIES	2,700	2,700	2,700	521	19	2,179	607	2,700
10-5400-51-51813 UTILITIES-ELECTRIC BLU	1,000	1,000	1,000	0	0	1,000	0	1,000
10-5400-51-51815 UTILITIES-ELECTRIC TX	0	0	0	0	0	0	0	0
10-5400-51-52340 FUEL & OIL	6,500	6,500	6,500	1,403	22	5,097	1,637	8,500
10-5400-51-52440 EQUIPMENT RENTAL	1,500	1,500	1,500	230	15	1,270	268	1,500
10-5400-51-54020 PARKS SIGNS	1,000	1,000	1,000	386	39	614	450	500
TOTAL OPERATING	29,010	29,010	33,996	12,586	37	21,410	14,638	33,100

**REPAIRS & MAINTENANCE**

10-5400-52-52010 BUILDING REPAIRS & MAI	1,500	1,500	145	145	100	1	169	1,500
10-5400-52-52320 VEH REPAIRS & MAINTENA	7,000	7,000	3,215	2,312	72	903	2,698	5,000
10-5400-52-52430 MACHINERY EQUIP-REPAIR	6,500	6,500	9,000	7,662	85	1,338	8,939	9,000
10-5400-52-54015 PARK REPAIRS /MAINTENAN	80,000	80,000	34,200	19,029	56	15,171	22,201	105,000
10-5400-52-54016 CEMETARY REPAIRS/MAINTENANCE	30,000	30,000	30,000	14,145	47	15,855	16,503	5,000
TOTAL REPAIRS & MAINTENANCE	125,000	125,000	76,560	43,292	57	33,268	50,509	125,500

**DEBT PAYMENTS**

10-5400-55-52310 VEHICLE LEASE EXPENSE	37,660	15,000	37,660	50,827	135	-13,167	59,300	15,000
10-5400-55-52410 MACHINERY EQUIPMENT LE	13,200	13,200	7,161	0	0	7,161	0	13,200
TOTAL DEBT PAYMENTS	50,860	28,200	44,821	50,827	113	-6,006	59,300	28,200

**GRANT EXPENDITURES**

10-5400-56-58000 GRANT EXPENDITURES	0	0	0	0	0	0	0	0
TOTAL GRANT EXPENDITURES	0	0	0	0	0	0	0	0

**CAPITAL OUTLAY < \$5K**

10-5400-57-52400 MACHINERY EQUIPMENT-PU	5,632	5,632	5,632	1,717	30	3,916	2,003	7,100
10-5400-57-52450 TOOLS	6,000	6,000	6,000	1,526	25	4,474	1,780	2,500
TOTAL CAPITAL OUTLAY < \$5K	11,632	11,632	11,632	3,242	28	8,390	3,783	9,600

**CAPITAL OUTLAY > \$5K**

10-5400-58-52400 MACHINERY EQUIPMENT-PU	32,200	32,200	32,200	18,598	58	13,602	21,698	12,000
TOTAL CAPITAL OUTLAY > \$5K	32,200	32,200	32,200	18,598	58	13,602	21,698	12,000

<b>TOTAL PARKS EXPENDITURES</b>	<b>531,813</b>	<b>509,153</b>	<b>459,824</b>	<b>319,289</b>	<b>69</b>	<b>140,536</b>	<b>372,469</b>	<b>483,003</b>
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	0	0	CURR. BUDGET	AS OF 08/31/2018	% OF	BUDGET	PROJECTED	REQUESTED
DEVELOPMENT SERVICES EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL	BUDGET	BALANCE	YEAR END	2018-19 BUDGET

**PERSONNEL**

10-5300-50-50010 SALARIES	251,126	251,126	251,126	188,771	75	62,355	220,240	281,027
10-5300-50-50050 OVERTIME	200	200	200	0	0	200	0	200
10-5300-50-50075 LONGEVITY	900	900	900	700	78	200	817	1,600
10-5300-50-50200 EMPLOYER PAID TAXES	17,714	17,714	17,714	13,962	79	3,752	16,289	21,753
10-5300-50-50255 WORKERS' COMPENSATION	165	165	165	168	102	-3	196	165
10-5300-50-50325 HEALTH INSURANCE	30,803	30,803	30,803	21,281	69	9,522	24,828	30,803
10-5300-50-50335 HEALTH ASSISTANCE	258	258	258	258	100	0	301	258
10-5300-50-50410 EMPLOYER RETIREMENT CO	11,099	11,099	11,099	8,316	75	2,783	9,702	16,357
10-5300-50-50520 EMPLOYEE EDUCATION	4,600	4,600	4,600	1,285	28	3,315	1,500	4,600
10-5300-50-50650 VEHICLE ALLOWANCE	0	0	0	0	0	0	0	0
10-5300-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	317,365	317,365	317,365	234,741	74	82,624	273,872	357,264

**OPERATING**

10-5300-51-51011 PRE-EMPLOYMENT SCREENING	20	20	20	40	200	-20	47	20
10-5300-51-51042 CREDIT CARD MERCHANT	0	0	29,400	12,595	43	16,805	14,695	29,400
10-5300-51-51330 BLDG INSPECTION FEES	14,000	14,000	14,000	6,586	47	7,414	7,684	7,000
10-5300-51-51331 SUB DIV & INSP. FEES	0	0	0	15,329	0	-15,329	17,884	10,000
10-5300-51-51332 OVERPAYMENT/REFUNDS	0	0	0	15,329	0	-15,329	17,884	5,000
10-5300-51-51335 INSURANCE-PROPERTY, CA	100	100	100	153	153	-53	179	200
10-5300-51-51338 INSURANCE LIABILITY	100	100	100	50	50	50	58	100
10-5300-51-51485 MISCELLANEOUS	1,250	1,250	1,250	9,247	740	-7,997	10,789	1,250
10-5300-51-51603 POSTING & NOTIFICATION	4,516	4,516	4,516	4,103	91	413	4,787	4,516
10-5300-51-51610 PERMITS & LICENSES	0	0	100	86	86	14	100	100
10-5300-51-51611 TRAVIS CO RECORDATION FEES	1,673	1,673	1,673	1,452	87	221	1,695	2,000
10-5300-51-51625 POSTAGE/DELIVERY	1,475	1,475	1,475	632	43	843	737	1,475
10-5300-51-51635 PROF/MEMBERSHIP DUES	1,000	1,000	1,000	1,105	111	-105	1,289	2,000
10-5300-51-51746 SUPPLIES-OFFICE	1,400	1,400	1,400	2,255	161	-855	2,631	2,500
10-5300-51-51780 TRAVEL	4,250	4,250	4,250	7,216	170	-2,966	8,419	7,000
10-5300-51-51800 UNIFORMS & ACCESSORIES	0	0	0	0	0	0	0	2,000
10-5300-51-52110 OFFICE EQUIP LEASES	1,670	1,670	1,670	2,748	165	-1,078	3,206	1,670
10-5300-51-52340 VEHICLE FUEL & OIL	5,000	5,000	5,000	2,742	55	2,258	3,199	5,000
TOTAL OPERATING	36,454	36,454	65,954	81,668	124	-15,714	80,541	81,231

**REPAIRS & MAINTENANCE**

10-5300-52-52320 VEHICLE REPAIRS & MAIN	1,000	1,000	3,000	76	3	2,924	89	3,000
TOTAL REPAIRS & MAINTENANCE	1,000	1,000	3,000	76	3	2,924	0	3,000

**CONTRACTED SERVICES**

10-5300-54-51000 ACCOUNTING & AUDITING	0	0	0	0	0	0	0	0
10-5300-54-51165 ENG/PLANNING SERVICES	74,000	74,000	74,000	120,348	163	-46,348	140,410	110,000
10-5300-54-51440 LEGAL FEES	8,000	8,000	8,000	8,145	102	-145	9,503	8,200
10-5300-54-51450 COMPREHENSIVE PLANNING SVC	0	0	0	0	0	0	0	100,000
10-5300-54-53240 ORDINANCE CODIFICATION SVC	2,000	2,000	2,000	6,035	302	-4,035	7,041	15,000
TOTAL CONTRACTED SERVICES	84,500	84,500	84,500	134,528	159	-50,028	156,954	233,200

**DEBT PAYMENTS**

10-5300-55-52310 VEHICLE LEASE EXPENSE	0	0	0	0	0	0	0	25,000
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	25,000

**CAPITAL OUTLAY > \$5K**

10-5300-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	87	0	-87	101	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	87	0	-87	101	0

TOTAL DEVELOPMENT SERVICES EXPENDITURES	439,319	439,319	470,819	451,099	96	19,720	511,468	699,695
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	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>MUNICIPAL COURT EXPENDITURES</b>								
<b>PERSONNEL</b>								
10-5500-50-50010 SALARIES	114,254	114,254	114,254	100,097	88	14,157	116,784	159,312
10-5500-50-50050 OVERTIME	5,500	5,500	5,500	9,022	164	-3,522	10,526	8,000
10-5500-50-50075 LONGEVITY	500	500	500	700	140	-200	817	700
10-5500-50-50150 MUNICIPAL JUDGES SALAR	13,600	13,600	13,600	23,525	173	-9,925	27,447	42,600
10-5500-50-50200 EMPLOYER PAID TAXES	8,866	8,866	8,866	8,172	92	694	9,535	12,378
10-5500-50-50255 WORKERS' COMPENSATION	3,100	3,100	3,100	3,617	117	-517	4,220	3,100
10-5500-50-50325 HEALTH INSURANCE	18,472	18,472	18,472	15,326	83	3,146	17,880	25,317
10-5500-50-50335 HEALTH ASSITANCE	258	258	258	258	100	0	301	258
10-5500-50-50410 EMPLOYER RETIREMENT CO	5,070	5,070	5,070	4,560	90	510	5,320	9,308
10-5500-50-50520 EMPLOYEE EDUCATION	3,000	3,000	3,000	581	19	2,419	678	3,000
10-5500-50-50650 INSURANCE ALLOWANCE	0	0	0	0	0	0	0	0
10-5500-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	173,120	173,120	173,120	165,859	96	7,261	193,508	264,472
<b>OPERATING</b>								
10-5500-51-51011 PRE-EMPLOYMENT SCREENING	25	25	25	39	156	-14	46	25
10-5500-51-51042 COURT TECHNOLOGY EXPEN	6,500	6,500	22,325	24,658	110	-2,333	28,769	6,500
10-5500-51-51080 CASH SHORT (OVER)	100	100	100	0	0	100	0	100
10-5500-51-51335 INSURANCE-PROPERTY, CA	0	0	0	0	0	0	0	0
10-5500-51-51338 INSURANCE LIABILITY	0	0	0	0	0	0	0	0
10-5500-51-51485 MISCELLANEOUS	500	500	500	107	21	393	125	500
10-5500-51-51603 PERIODICALS & PUBLICAT	100	100	100	92	92	8	107	100
10-5500-51-51625 POSTAGE/DELIVERY	1,600	1,600	1,600	1,138	71	462	1,328	1,600
10-5500-51-51635 PROFESSIONAL & MEMBERS	320	320	320	120	38	200	140	320
10-5500-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,943	98	57	3,434	3,000
10-5500-51-51770 TELEPHONE, COMMUNICATI	0	0	0	0	0	0	0	0
10-5500-51-51780 TRAVEL	1,500	1,500	1,500	1,150	77	350	1,342	1,500
10-5500-51-52100 COURT SECURITY	23,000	23,000	23,000	0	0	23,000	0	23,000
10-5500-51-52110 OFFICE EQUIPMENT LEASE	1,805	1,805	1,805	2,463	136	-658	2,873	3,100
TOTAL OPERATING	38,450	38,450	54,275	32,711	60	21,564	38,118	39,745

**CONTRACTED SERVICES**

10-5500-54-51440 LEGAL FEES	23,000	23,000	23,000	14,058	61	8,942	16,402	23,000
10-5500-54-51595 COLLECTION FEES	32,000	32,000	48,784	45,484	93	3,300	53,067	32,000
10-5500-54-56010 STATE COURT COST	222,000	222,000	222,000	187,300	84	34,700	218,523	222,000
10-5500-54-56425 JURY EXPENSE	500	500	500	36	7	464	42	500
TOTAL CONTRACTED SERVICES	277,500	277,500	294,284	246,879	84	47,405	288,033	277,500

**CAPITAL OUTLAY < \$5K**

10-5500-57-56105 CAP OUTLAY-COURT SECUR	1,620	1,620	1,620	1,480	91	140	1,727	1,620
10-5500-57-56108 CAP OUTLAY-COURT TECH	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	1,480	91	140	1,727	1,620

**CAPITAL OUTLAY > \$5K**

10-5500-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0	0	0	0
10-5500-58-56105 CAP OUTLAY-COURT SECUR	6,000	6,000	0	0	0	0	0	6,000
10-5500-58-56108 CAP OUTLAY-COURT TECH	0	0	0	0	0	0	0	40,000
TOTAL CAPITAL OUTLAY > \$5K	6,000	6,000	0	0	0	0	0	46,000

<b>TOTAL MUNICIPAL COURT EXPENSES</b>	<b>496,690</b>	<b>496,690</b>	<b>523,299</b>	<b>446,929</b>	<b>85</b>	<b>76,370</b>	<b>521,386</b>	<b>629,337</b>
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	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>POLICE EXPENDITURES</b>								
<b>PERSONNEL</b>								
10-5600-50-50010 SALARIES	1,729,519	1,790,523	1,729,519	1,535,510	89	194,010	1,791,479	1,949,237
10-5600-50-50050 OVERTIME	72,459	72,459	72,459	72,946	101	-487	85,106	81,296
10-5600-50-50075 LONGEVITY PAY	15,876	11,500	16,076	15,876	99	200	18,523	16,700
10-5600-50-50200 EMPLOYER PAID TAXES	140,316	140,316	140,316	120,149	86	20,167	140,178	163,690
10-5600-50-50255 WORKERS' COMPENSATION	17,000	17,000	24,439	22,777	93	1,662	26,573	30,000
10-5600-50-50325 HEALTH INSURANCE	197,139	197,139	197,139	149,274	76	47,865	174,158	234,181
10-5600-50-50335 HEALTH ASSISTANCE	258	258	258	258	100	0	301	258
10-5600-50-50410 EMPLOYER RETIREMENT CO	80,246	80,246	80,246	65,042	81	15,204	75,884	123,561
10-5600-50-50520 EMPLOYEE EDUCATION	25,000	25,000	25,000	14,402	58	10,598	16,803	30,000
10-5600-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	2,278,314	2,334,941	2,285,952	1,996,234	87	289,718	2,329,006	2,629,422
<b>OPERATING</b>								
10-5600-51-51010 ADVER/POSTING NOTIFICATIONS	500	500	500	460	92	40	537	500
10-5600-51-51335 INSURANCE-PROPERTY, CA	650	650	759	698	92	61	815	900
10-5600-51-51338 INSURANCE LIABILITY	12,500	12,500	17,259	15,821	92	1,438	18,458	19,000
10-5600-51-51485 MISCELLANEOUS	3,000	3,000	3,000	3,560	119	-560	4,153	4,500
10-5600-51-51603 PERIODICALS & PUBLICAT	250	250	250	180	72	70	210	250
10-5600-51-51610 LICENSING	500	500	500	241	48	259	281	500
10-5600-51-51620 PHYSICALS/DRUG TESTING	1,500	1,500	1,500	1,815	121	-315	2,117	2,500
10-5600-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	1,805	90	195	2,106	2,000
10-5600-51-51635 PROFESSIONAL & MEMBERS	1,100	1,100	1,100	491	45	609	573	900
10-5600-51-51746 SUPPLIES-OFFICE	8,500	8,500	8,500	8,423	99	77	9,827	8,500
10-5600-51-51748 SUPPLIES-POLICE SPECIA	17,500	17,500	17,500	14,245	81	3,255	16,619	17,500
10-5600-51-51780 TRAVEL	10,000	10,000	10,000	6,786	68	3,214	7,917	10,000
10-5600-51-51798 CRIME LAB	18,000	18,000	18,000	918	5	17,082	1,071	5,000
10-5600-51-51799 CID SPECIALTY EQUIPMENT	5,000	5,000	5,000	3,030	61	1,970	3,535	8,500
10-5600-51-51800 UNIFORMS & ACCESSORIES	27,705	27,705	27,705	25,020	90	2,684	29,191	41,133
10-5600-51-51801 SAFETY & ACCESSORIES	2,000	2,000	2,000	1,342	67	658	1,566	2,000
10-5600-51-51802 AMMO/RANGE	26,000	26,000	26,000	3,205	12	22,795	3,740	25,000
10-5600-51-51803 HONOR GUARD	2,500	2,500	2,500	1,600	64	900	1,867	2,500
10-5600-51-51804 CITIZEN POLICE ACADEMY	2,500	2,500	2,500	2,037	81	463	2,376	7,500
10-5600-51-51805 POLICE BANQUET	0	0	0	697	0	-697	813	2,500
10-5600-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	9,397	78	2,603	10,963	12,000
10-5600-51-52110 OFFICE EQUIPMENT LEASE	6,400	6,400	6,400	4,317	67	2,083	5,037	6,400
10-5600-51-52340 FUEL & OIL	65,000	65,000	65,000	82,343	127	-17,343	96,070	80,000
10-5600-51-57400 WRECKER SERVICE	500	500	500	370	74	130	432	500
TOTAL OPERATING	225,605	225,605	230,473	188,801	82	41,672	220,275	260,083



**REPAIRS & MAINTENANCE**

10-5600-52-52010 BUILDING REPAIRS & MAI	15,000	15,000	15,000	12,177	81	2,823	14,207	15,000
10-5600-52-52012 CLEANING & MAINTENANCE	4,000	4,000	4,000	3,837	96	163	4,476	4,000
10-5600-52-52320 VEHICLE REPAIRS & MAIN	62,000	62,000	62,000	68,901	111	-6,901	80,387	51,000
10-5600-52-52321 VEHICLE DAMAGE	0	0	0	0	0	0	0	15,000
TOTAL REPAIRS & MAINTENANCE	81,000	81,000	81,000	84,916	105	-3,916	99,071	85,000

**CONTRACTED SERVICES**

10-5600-54-51440 LEGAL FEES	1,500	1,500	1,500	1,000	67	500	1,167	1,500
10-5600-54-51502 CONSULTING SERVICES	1,000	1,000	1,000	600	60	400	700	1,000
10-5600-54-51590 DOCUMENT DESTRUCTION	0	0	0	458	0	-458	535	660
10-5600-54-57001 RRS EMERGENCY RADIO SYS	15,500	15,500	15,500	8,431	54	7,069	9,837	15,500
10-5600-54-57350 EMERGENCY DISPATCH SER	154,492	154,492	154,492	154,492	100	0	180,246	177,666
TOTAL CONTRACTED SERVICES	172,492	172,492	172,492	164,982	96	7,510	192,484	196,326

**DEBT PAYMENTS**

10-5600-55-52310 VEHICLE LEASE EXPENSE	188,750	188,750	188,750	148,976	79	39,774	173,811	274,000
TOTAL DEBT PAYMENTS	188,750	188,750	188,750	148,976	79	39,774	173,811	274,000

**CAPITAL OUTLAY < \$5K**

10-5600-57-57100 ANIMAL CONTROL EQUIPME	7,000	7,000	7,000	6,395	91	605	7,461	5,000
10-5600-57-57101 OFFICE EQUIP PURCHASE	9,800	9,800	9,800	0	0	9,800	0	4,500
TOTAL CAPITAL OUTLAY < \$5K	16,800	16,800	16,800	6,395	38	10,405	7,461	9,500

**CAPITAL OUTLAY > \$5K**

10-5600-58-52101 PD CONSTRUCTION SITE	0	0	0	0	0	0	0	5,000
10-5600-58-52330 POLICE SPECIALTY EQUIP	20,000	20,000	20,000	12,041	60	7,959	14,049	20,000
10-5600-58-57300 POLICE COMMUNICATION E	15,000	15,000	15,000	13,677	91	1,323	15,957	15,000
10-5600-58-58000 GRANT EXPENDITURES	9,470	9,470	9,470	686	7	8,784	800	9,470
TOTAL CAPITAL OUTLAY > \$5K	44,470	44,470	44,470	26,405	59	18,065	30,806	49,470

<b>TOTAL POLICE EXPENDITURES</b>	<b>3,007,430</b>	<b>3,064,058</b>	<b>3,019,937</b>	<b>2,616,708</b>	<b>87</b>	<b>403,229</b>	<b>3,052,913</b>	<b>3,503,801</b>
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IT EXPENDITURES	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>PERSONNEL</b>								
10-5700-50-50010 SALARIES	60,144	60,144	60,144	53,319	89	6,824	62,208	85,815
10-5700-50-50075 LONGEVITY PAY	200	200	200	200	100	0	233	300
10-5700-50-50200 EMPLOYER PAID TAXES	4,602	4,602	4,602	4,272	93	330	4,984	6,588
10-5700-50-50255 WORKERS' COMPENSATION	750	750	1,150	1,071	93	79	1,250	1,150
10-5700-50-50325 HEALTH INSURANCE	6,316	6,316	6,316	5,141	81	1,175	5,998	12,658
10-5700-50-50410 EMPLOYER RETIREMENT CO	2,687	2,687	2,687	2,417	90	270	2,820	5,230
10-5700-50-50520 EMPLOYEE EDUCATION	3,500	3,500	3,500	0	0	3,500	0	3,500
10-5700-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	4,246	88	554	4,954	4,800
10-5700-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	83,498	83,498	83,898	70,666	84	13,232	82,446	120,541
<b>OPERATING</b>								
10-5700-51-51625 POSTAGE/DELIVERY	50	50	50	25	51	25	30	50
10-5700-51-51635 PROFESSIONAL/MEMBERSHIP	550	550	550	149	27	401	174	550
10-5700-51-51746 SUPPLIES-OFFICES	1,000	1,000	1,000	737	74	263	859	1,000
10-5700-51-51770 TELEPHONE COMMUNICATION	36,000	36,000	36,000	27,857	77	8,143	32,501	35,000
10-5700-51-51775 WIRELESS COMMUNICATION	65,000	65,000	65,000	49,142	76	15,858	57,334	65,000
10-5700-51-51780 TRAVEL	2,300	2,300	2,300	0	0	2,300	0	2,300
TOTAL OPERATING	104,900	104,900	104,900	77,910	74	26,990	90,898	103,900
<b>REPAIRS &amp; MAINTENANCE</b>								
10-5700-52-52000 COMPUTER R & M	6,085	6,085	6,085	0	0	6,085	0	6,085
TOTAL REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0	6,085	0	6,085
<b>CONTRACTED SERVICES</b>								
10-5700-54-51500 COMPUTER/HARDWARE LEASE	0	0	0	0	0	0	0	0
10-5700-54-51501 IT CONSULTING SERVICES	23,500	23,500	23,500	11,130	47	12,370	12,985	20,000
10-5700-54-52005 EMERGENCY NOTIFICATION	5,000	5,000	5,000	0	0	5,000	0	5,000
10-5700-54-52240 SOFTWARE ANNUAL FEES	95,730	95,730	95,730	81,486	85	14,244	95,070	115,000
TOTAL CONTRACTED SERVICES	124,230	124,230	124,230	92,616	75	31,614	108,056	140,000
<b>CAPITAL OUTLAY &lt;\$5K</b>								
10-5700-57-52200 COMPUTER EQUIPMENT	55,000	55,000	55,000	53,170	97	1,830	62,033	65,000
TOTAL CAPITAL OUTLAY<\$5K	55,000	55,000	55,000	53,170	97	1,830	62,033	65,000
<b>CAPITAL OUTLAY &gt;\$5K</b>								
10-5700-58-52200 COMPUTER EQUIPMENT	15,000	15,000	15,000	3,265	22	11,735	3,809	25,000
TOTAL CAPITAL OUTLAY>\$5K	15,000	15,000	15,000	3,265	22	11,735	3,809	25,000
<b>TOTAL IT EXPENDITURES</b>			389,113	297,628	76	91,485		460,526
<b>TOTAL EXPENDITURES</b>	<b>7,203,118</b>	<b>7,237,085</b>	<b>7,849,626</b>	<b>6,360,952</b>	<b>647</b>	<b>1,488,674</b>	<b>0</b>	<b>7,059,159</b>
								<b>8,981,403</b>

REVENUES OVER/(UNDER) EXPENDITURES	149,905	115,938	-142,385	802,656	-945,040	1,293,171	-169,946
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**20 -UTILITY FUND  
FINANCIAL SUMMARY**

**REQUESTED BUDGET WORKSHEETS  
FY 2018-19**

**91.67% OF YEAR COMPLETE**

<b>REVENUE SUMMARY</b>	<b>FY 2017-18 ACTUAL</b>	<b>FY 2017-18 ORIG. BUDGET</b>	<b>FY 2017-18 CURR. BUDGET</b>	<b>AS OF 08/31/2018 Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>	<b>PROJECTED YEAR END</b>	<b>REQUESTED 2018-19 BUDGET</b>
<b><u>WATER</u></b>								
WATER/SEWER CHARGES	2,222,985	1,958,222	1,958,222	1,803,132	92.1	155,090	2,103,101	2,068,146
OTHER	0	0	0	0	0.0	0	0	-
TRANSFERS	0	0	0	0	0.0	0	0	-
<b>TOTAL WATER</b>	<b>2,222,985</b>	<b>1,958,222</b>	<b>1,958,222</b>	<b>1,803,132</b>	<b>92.1</b>	<b>155,090</b>	<b>2,103,101</b>	<b>2,068,146</b>
<b><u>WASTEWATER</u></b>								
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	-
WATER/SEWER CHARGES	1,914,577	1,745,625	1,799,875	1,596,462	88.7	203,413	1,862,592	1,650,625
OTHER	0	4,400	4,400	5,714	129.9	(1,314)	6,667	4,400
TRANSFERS	0	0	0	0	0.0	0	0	-
<b>TOTAL WASTEWATER</b>	<b>1,914,577</b>	<b>1,750,025</b>	<b>1,804,275</b>	<b>1,602,176</b>	<b>88.8</b>	<b>202,099</b>	<b>1,869,259</b>	<b>1,655,025</b>
<b><u>NON-DEPARTMENTAL</u></b>								
TRANSFERS	437,844	0	0	0	0.0	0	0	-
<b>TOTAL NON-DEPARTMENTAL</b>	<b>437,844</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>-</b>
<b>TOTAL REVENUES</b>	<b>4,575,406</b>	<b>3,708,247</b>	<b>3,762,497</b>	<b>3,405,308</b>	<b>90.5</b>	<b>357,189</b>	<b>3,972,360</b>	<b>3,723,171</b>

**91.67% OF YEAR COMPLETE**

<b>EXPENDITURE SUMMARY</b>	<b>FY 2017-18 ACTUAL</b>	<b>FY 2017-18 ORIG. BUDGET</b>	<b>FY 2017-18 CURR. BUDGET</b>	<b>AS OF 08/31/2018 Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>	<b>PROJECTED YEAR END</b>	<b>REQUESTED 2018-19 BUDGET</b>
<b><u>PUBLIC WORKS</u></b>								
PERSONNEL	315,709	349,222	345,395	292,278	84.6	53,118	341,000	365,294
OPERATING	18,750	21,873	20,576	21,258	103.3	(682)	24,802	21,873
REPAIRS & MAINTENANCE	8,000	8,000	14,640	14,112	96.4	528	16,464	9,500
CONTRACTED SERVICES	200	36,330	46,774	32,351	69.2	14,424	37,744	3,000
DEBT PAYMENTS	0	0	0	230	0.0	(230)	268	-
CAPITAL OUTLAY < \$5K	1,402	0	0	0	0.0	0	0	-
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-
<b>TOTAL PUBLIC WORKS</b>	<b>344,061</b>	<b>415,425</b>	<b>427,386</b>	<b>360,228</b>	<b>84.3</b>	<b>67,157</b>	<b>420,279</b>	<b>399,667</b>

**WATER**

PERSONNEL	150,386	235,660	222,560	155,013	69.6	67,547	180,854	375,857
OPERATING	403,300	403,100	543,617	438,725	80.7	104,892	511,860	214,950
REPAIRS & MAINTENANCE	31,733	46,000	47,400	30,562	64.5	16,838	35,656	46,000
WATER/WASTEWATER	1,009,305	1,217,950	1,318,400	1,085,982	82.4	232,418	1,267,015	1,378,000
CONTRACTED SERVICES	150	150	150	61	40.6	89	71	150
DEBT PAYMENTS	27,400	33,960	0	0	0.0	0	0	30,300
CAPITAL OUTLAY < \$5K	5,000	8,500	1,044	2,005	192.1	(961)	2,339	11,000
CAPITAL OUTLAY > \$5K	6,500	0	0	2,830	0.0	(2,830)	3,302	9,000
TRANSFERS	0	0	0	0	0.0	0	0	-
<b>TOTAL WATER</b>	<b>1,633,774</b>	<b>1,945,320</b>	<b>2,133,171</b>	<b>1,715,177</b>	<b>80.4</b>	<b>417,994</b>	<b>2,001,097</b>	<b>2,065,257</b>

**WASTEWATER**

PERSONNEL	155,817	164,517	165,524	98,862	59.7	66,661	115,343	161,392
OPERATING	174,945	160,045	179,860	134,009	74.5	45,851	156,348	190,445
REPAIRS & MAINTENANCE	48,000	40,000	25,335	23,787	93.9	1,548	27,752	50,500
WATER/WASTEWATER	649,100	651,100	571,100	446,967	78.3	124,133	521,477	572,450
CONTRACTED SERVICES	9,000	9,000	9,000	(2,575)	(28.6)	11,575	(3,004)	9,000
DEBT PAYMENTS	14,938	18,160	14,938	7,469	50.0	7,469	8,714	18,160
CAPITAL OUTLAY < \$5K			1,044					11,000
CAPITAL OUTLAY > \$5K	20,000	15,000	15,000	1,038	6.9	13,962	1,211	15,000
TRANSFERS	0	0	0	0	0.0	0	0	-
<b>TOTAL WASTEWATER</b>	<b>1,071,800</b>	<b>1,057,822</b>	<b>981,801</b>	<b>709,557</b>	<b>72.3</b>	<b>272,243</b>	<b>827,841</b>	<b>1,027,947</b>

**NON-DEPARTMENTAL**

CAPITAL OUTLAY > \$5K	0	0	0	493,383	0.0	(493,383)	0	-
TRANSFERS	0	0	0	163,679	0.0	(163,679)	190,965	-
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>163,679</b>	<b>0.0</b>	<b>(163,679)</b>	<b>245,519</b>	<b>-</b>

<b>TOTAL EXPENDITURES</b>	<b>3,049,635</b>	<b>3,418,568</b>	<b>3,542,357</b>	<b>2,948,642</b>	<b>83.2</b>	<b>593,715</b>	<b>3,494,735</b>	<b>3,492,871</b>
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<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,525,771</b>	<b>289,679</b>	<b>220,140</b>	<b>456,666</b>		<b>(236,526)</b>	<b>477,625</b>	<b>230,300</b>
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**20 -UTILITY FUND  
REVENUES**

**REQUESTED BUDGET WORKSHEETS**

**FY 2018-19**

**91.67% OF YEAR COMPLETE**

	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>WATER REVENUES</b>								
<b><u>WATER/SEWER CHARGES</u></b>								
20-4250-42-42099 MISCELLANEOUS		525.00	525.00	525	100.0	(0)	613	525.00
20-4250-43-42099 CREDIT CARD PAYMENT FEE	9,650.00	25,350.00	25,350.00	33,510	132.2	(8,160)	39,096	25,350.00
20-4250-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	-
20-4250-43-43010 WATER SALES	2,011,493.00	1,541,030.17	1,541,030.17	1,431,313	92.9	109,717	1,669,913	1,725,953.79
20-4250-43-43015 BULK WATER SALES	92.00	92.00	92.00	0	0.0	92	0	92.00
20-4250-43-43025 LATE FEES WATER	28,000.00	28,000.00	28,000.00	35,666	127.4	(7,666)	41,612	28,000.00
20-4250-43-43028 RETURN CHECK FEES	1,000.00	1,000.00	1,000.00	630	63.0	370	735	1,000.00
20-4250-43-43075 WATER TAP FEES	110,000.00	300,000.00	300,000.00	246,750	82.3	53,250	287,883	225,000.00
20-4250-43-43076 WATER METER FEE	250.00	250.00	250.00	0	0.0	250	0	250.00
20-4250-43-43080 CONNECTION CHARGES	62,500.00	62,500.00	62,500.00	54,738	87.6	7,763	63,862	62,500.00
TOTAL WATER/SEWER CHARGES	2,222,985	1,958,222	1,958,222	1,803,132	92.1	155,090	2,103,101	2,068,145.79
<b>TOTAL WATER REVENUES</b>	<b>2,222,985</b>	<b>1,958,222</b>	<b>1,958,222</b>	<b>1,803,132</b>	<b>92.1</b>	<b>155,090</b>	<b>2,103,101</b>	<b>2,068,145.79</b>
<b>WASTEWATER REVENUES</b>								
<b><u>WATER/SEWER CHARGES</u></b>								
20-4275-43-41320 SLUDGE DUMP FEES	120,000.00	120,000.00	120,000.00	6,040	5.0	113,960	7,047	25,000.00
20-4275-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	-
20-4275-43-43110 SEWER SERVICE	1,656,277.00	1,397,324.96	1,397,324.96	1,305,237	93.4	92,088	1,522,819	1,397,324.96
20-4275-43-43125 LATE FEES SEWER	28,300.00	28,300.00	28,300.00	33,185	117.3	(4,885)	38,717	28,300.00
20-4275-43-43175 SEWER TAP FEES	110,000.00	200,000.00	254,250.00	252,000	99.1	2,250	294,008	200,000.00
TOTAL WATER/SEWER CHARGES	1,914,577	1,745,625	1,799,875	1,596,462	88.7	203,413	1,862,592	1,650,624.96
<b><u>OTHER</u></b>								
20-4275-48-48000 INTEREST INCOME	0	4,400	4,400	5,714	129.9	(1,314)	6,667	4,400.00
TOTAL OTHER	0	4,400	4,400	5,714	129.9	(1,314)	6,667	4,400.00
<b>TOTAL WASTEWATER REVENUES</b>	<b>1,914,577</b>	<b>1,750,025</b>	<b>1,804,275</b>	<b>1,602,176</b>	<b>88.8</b>	<b>202,099</b>	<b>1,869,259</b>	<b>1,655,024.96</b>
<b>TOTAL REVENUES</b>	<b>4,575,406</b>	<b>3,708,247</b>	<b>3,762,497</b>	<b>3,405,308</b>	<b>90.5</b>	<b>357,189</b>	<b>3,972,360</b>	<b>3,723,170.75</b>

**20 -UTILITY FUND  
EXPENDITURES**

**REQUESTED BUDGET WORKSHEETS  
FY 2018-19**

91.67% OF YEAR COMPLETE								
	FY 2017-18	FY 2017-18	FY 2017-18	AS OF 08/31/2018	% OF	BUDGET	PROJECTED	REQUESTED
PUBLIC WORKS EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL	BUDGET	BALANCE	YEAR END	2018-19 BUDGET
PERSONNEL								
20-5200-50-50010 SALARIES	242,060.88	269,977.88	269,977.88	227,622	84.3	42,356	265,567	278,077.23
20-5200-50-50050 OVERTIME	-	-	-	0	0.0	0	0	1,600.00
20-5200-50-50075 LONGEVITY	4,700.00	5,100.00	5,100.00	3,900	76.5	1,200	4,550	4,400.00
20-5200-50-50200 EMPLOYER PAID TAXES	18,877.21	20,951.66	20,951.66	17,509	83.6	3,443	20,428	21,727.26
20-5200-50-50255 WORKERS' COMPENSATION	4,100.00	5,000.00	5,000.00	6,819	136.4	(1,819)	7,955	5,000.00
20-5200-50-50325 HEALTH INSURANCE	25,262.11	24,642.36	24,642.36	20,551	83.4	4,091	23,977	25,316.87
20-5200-50-50335 HEALTH ASSISTANCE	-	258.35	258.35	258			301	258.35
20-5200-50-50410 EMPLOYER RETIREMENT CO	10,408.33	12,192.16	12,192.16	10,359	85.0	1,833	12,086	16,614.17
20-5200-50-50520 EMPLOYEE EDUCATION	1,500.00	2,300.00	1,376.00	1,198	87.1	178	1,398	3,500.00
20-5200-50-50650 VEHICLE ALLOWANCE	4,800.00	4,800.00	4,800.00	4,061	84.6	739	4,738	4,800.00
20-5200-50-50700 REIMBURSABLE UNEMPLOYMENT	4,000.00	4,000.00	1,097.00	0	0.0	1,097	0	4,000.00
TOTAL PERSONNEL	315,709	349,222	345,395	292,278	84.6	53,118	341,000	365,293.88
OPERATING								
20-5200-51-51010 ADVERTISING/POSTING/NOTIFICATION	3,000.00	3,000.00	1,000.00	117	11.7	883	137	2,000.00
20-5200-51-51011 PRE-EMPLOYMENT SCREENING	-	1.00	1.00	0	0.0	1	0	1.00
20-5200-51-51012 SAFETY & ACCESSORIES	100.00	1,000.00	1,000.00	0	0.0	1,000	0	1,000.00
20-5200-51-51040 BAD DEBTS	-	-	-	0	0.0	0	0	-
20-5200-51-51042 CREDIT CARD MERCHANT FEES	-	-	-	35	0.0	(35)	41	-
20-5200-51-51335 INSURANCE-PROPERTY, CA	-	-	-	0	0.0	0	0	-
20-5200-51-51338 INSURANCE LIABILITY	-	-	-	0	0.0	0	0	-
20-5200-51-51485 MISCELLANEOUS	1,000.00	1,500.00	1,500.00	7,875	525.0	(6,375)	9,188	1,500.00
20-5200-51-51610 LICENSES	400.00	400.00	400.00	111	27.8	289	130	400.00
20-5200-51-51620 PHYSICALS/DRUG TESTING	150.00	150.00	150.00	0	0.0	150	0	150.00
20-5200-51-51625 POSTAGE/DELIVERY	400.00	400.00	400.00	6	1.6	394	7	400.00
20-5200-51-51635 PROFESSIONAL & MEMBERS	200.00	200.00	200.00	0	0.0	200	0	200.00
20-5200-51-51740 SUPPLIES-CHEMICAL & MA	-	-	103.00	931	904.0	(828)	1,086	-
20-5200-51-51743 SUPPLIES-EQUIPMENT	-	-	-	0	0.0	0	0	-
20-5200-51-51746 SUPPLIES-OFFICE	5,000.00	5,500.00	5,500.00	5,287	96.1	213	6,168	5,500.00
20-5200-51-51780 TRAVEL	500.00	1,200.00	-	0	0.0	0	0	1,200.00
20-5200-51-51800 UNIFORMS & ACCESSORIES	-	2,022.00	2,022.00	2,022	100.0	0	2,359	2,022.00
20-5200-51-51813 UTILITIES-ELECTRIC BLU	5,000.00	3,500.00	5,300.00	3,742	70.6	1,558	4,366	4,500.00
20-5200-51-51817 UTILITIES-NATURAL GAS	-	-	-	0	0.0	0	0	-
20-5200-51-52110 OFFICE EQUIPMENT LEASE	3,000.00	3,000.00	3,000.00	1,132	37.7	1,868	1,320	3,000.00
TOTAL OPERATING	18,750	21,873	20,576	21,258	103.3	(682)	24,802	21,873.00

**REPAIRS & MAINTENANCE**

20-5200-52-52010 BUILDING REPAIRS & MAI	5,000.00	5,000.00	10,640.00	10,639	100.0	1	12,413	5,000.00
20-5200-52-52012 CLEANING & MAINTENANCE	3,000.00	3,000.00	4,000.00	3,822	95.5	178	4,459	4,500.00
20-5200-52-52130 OFFICE EQUIPMENT REPAI	-	-	-	-349	0.0	349	(407)	-
20-5200-52-52220 COMPUTER EQUIPMENT- MN	-	-	-	0	0.0	0	0	-
20-5200-52-52240 SOFTWARE ANNUAL FEES	-	-	-	0	0.0	0	0	-
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>8,000</b>	<b>8,000</b>	<b>14,640</b>	<b>14,112</b>	<b>96.4</b>	<b>528</b>	<b>16,464</b>	<b>9,500.00</b>

**CONTRACTED SERVICES**

20-5200-54-51001 CONSULTANT FEES - RATE STUDY	0	36,330	46,774	32,333	69.1	14,442	37,722	3,000.00
20-5200-54-51165 ENGINEERING/PLANNING SVCS	100	0	0	0	0.0	0	0	-
20-5200-54-51440 LEGAL FEES	100	0	0	0	0.0	0	0	-
20-5200-54-51501 I/T CONSULTANT SERVICES	0	0	0	0	0.0	0	0	-
20-5200-54-51590 DOCUMENT STORAGE	0	0	0	18	0.0	(18)	21	-
<b>TOTAL CONTRACTED SERVICES</b>	<b>200</b>	<b>36,330</b>	<b>46,774</b>	<b>32,351</b>	<b>69.2</b>	<b>14,424</b>	<b>37,744</b>	<b>3,000.00</b>

**DEBT PAYMENTS**

20-5200-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0.0	0	0	-
20-5200-55-52245 LEASE- INCODE SOFTWARE	0	0	0	0	0.0	0	0	-
20-5200-55-52290 INTEREST EXPENSE	0	0	0	230	0.0	(230)	268	-
20-5200-55-52311 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-
<b>TOTAL DEBT PAYMENTS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>230</b>	<b>0.0</b>	<b>(230)</b>	<b>268</b>	<b>-</b>

<b>TOTAL PUBLIC WORKS EXPENDITURES</b>	<b>344,061</b>	<b>415,425</b>	<b>427,386</b>	<b>360,228</b>	<b>84.3</b>	<b>67,157</b>	<b>420,279</b>	<b>399,666.88</b>
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	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
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**PERSONNEL**

20-5250-50-50010 SALARIES	102,559.86	177,338.64	165,338.84	109,921	66.5	55,418	128,244	276,891.33
20-5250-50-50050 OVERTIME	4,358.79	6,020.48	6,020.48	4,868	80.9	1,153	5,679	11,767.88
20-5250-50-50075 LONGEVITY PAY	1,500.00	1,700.00	1,700.00	1,300	76.5	400	1,517	1,800.00
20-5250-50-50200 EMPLOYER PAID TAXES	8,294.03	11,412.18	11,412.18	8,714	76.4	2,698	10,166	19,231.54
20-5250-50-50255 WORKERS' COMPENSATION	4,500.00	5,400.00	5,400.00	6,210	115.0	(810)	7,246	5,400.00
20-5250-50-50325 HEALTH INSURANCE	18,946.58	25,262.11	25,262.11	17,976	71.2	7,286	20,972	44,304.52
20-5250-50-50410 EMPLOYER RETIREMENT CO	4,727.05	6,526.58	6,526.58	5,079	77.8	1,448	5,925	14,461.37
20-5250-50-50520 EMPLOYEE EDUCATION	1,500.00	2,000.00	900.00	946	105.1	(46)	1,104	2,000.00
20-5250-50-50700 REIMB UNEMPLOYMENT	4,000.00	-	-	0	0.0	0	0	-
<b>TOTAL PERSONNEL</b>	<b>150,386</b>	<b>235,660</b>	<b>222,560</b>	<b>155,013</b>	<b>69.6</b>	<b>67,547</b>	<b>180,854</b>	<b>375,856.64</b>



**OPERATING**

20-5250-51-51010 ADVERTISING	-	-	-	0	0.0	0	0	-
20-5250-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	2	2.0	98	2	300.00
20-5250-51-51335 INSURANCE-PROPERTY, CA	12,700.00	12,700.00	12,700.00	10,149	79.9	2,551	11,841	12,700.00
20-5250-51-51338 INSURANCE LIABILITY	1,100.00	3,000.00	3,000.00	2,976	99.2	24	3,472	3,000.00
20-5250-51-51485 MISCELLANEOUS	-	-	30.00	58	192.3	(28)	67	-
20-5250-51-51610 PERMITS & LICENSES	6,000.00	6,000.00	6,900.00	0	0.0	6,900	0	7,000.00
20-5250-51-51620 PHYSICALS/DRUG TESTING	300.00	150.00	150.00	0	0.0	150	0	300.00
20-5250-51-51635 PROFESSIONAL & MEMBERS	300.00	300.00	300.00	6,801	2,267.1	(6,501)	7,935	300.00
20-5250-51-51740 SUPPLIES - CHEMICALS &	32,000.00	25,000.00	35,000.00	31,497	90.0	3,503	36,747	40,000.00
20-5250-51-51743 SUPPLIES-EQUIPMENT	3,000.00	2,000.00	1,000.00	545	54.5	455	636	2,000.00
20-5250-51-51746 SUPPLIES-OFFICE	-	-	70.00	90	127.9	(20)	104	-
20-5250-51-51747 METER PURCHASE	300,000.00	300,000.00	445,117.00	354,617	79.7	90,500	413,731	99,000.00
20-5250-51-51780 TRAVEL	500.00	1,000.00	1,600.00	1,592	99.5	8	1,858	2,000.00
20-5250-51-51800 UNIFORMS & ACCESSORIES	2,200.00	2,250.00	2,250.00	927	41.2	1,323	1,081	2,250.00
20-5250-51-51809 R.O.W FEES	600.00	600.00	600.00	0	0.0	600	0	600.00
20-5250-51-51810 UTILITIES-ELECTRIC AUS	24,000.00	25,000.00	15,000.00	13,934	92.9	1,066	16,256	17,000.00
20-5250-51-51813 UTILITIES-ELECTRIC BLU	10,000.00	17,000.00	11,800.00	8,671	73.5	3,129	10,116	15,000.00
20-5250-51-51815 UTILITIES-ELECTRIC TX	-	-	-	0	0.0	0	0	-
20-5250-51-52340 FUEL & OIL	5,000.00	4,000.00	4,000.00	3,988	99.7	12	4,653	5,500.00
20-5250-51-52440 EQUIPMENT RENTAL	500.00	500.00	500.00	0	0.0	500	0	500.00
20-5250-51-53010 TESTING WATER AND WAST	5,000.00	3,500.00	3,500.00	2,879	82.3	621	3,359	7,500.00
TOTAL OPERATING	403,300	403,100	543,617	438,725	80.7	104,892	511,860	214,950.00

**REPAIRS & MAINTENANCE**

20-5250-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	1,872	74.9	628	2,184	2,500.00
20-5250-52-52320 VEHICLE REPAIRS & MAIN	4,000.00	2,500.00	3,500.00	2,850	81.4	650	3,325	2,500.00
20-5250-52-52430 MACHINERY EQUIPMENT-RE	5,000.00	6,000.00	6,400.00	6,458	100.9	(58)	7,535	6,000.00
20-5250-52-52460 REPAIRS-WELLS,PUMPS,MO	20,000.00	35,000.00	35,000.00	19,382	55.4	15,618	22,613	35,000.00
TOTAL REPAIRS & MAINTENANCE	31,733	46,000	47,400	30,562	64.5	16,838	35,656	46,000.00

**WATER/WASTEWATER**

20-5250-53-53030 WATER FEES-AUSTIN	450.00	450.00	450.00	436	96.9	14	509	500.00
20-5250-53-53040 WATER FEES-MANVILLE	245,000.00	360,000.00	455,000.00	393,944	86.6	61,056	459,615	402,000.00
20-5250-53-53050 WATER FEES-BLUEWATER	746,355.00	840,000.00	849,350.00	685,183	80.7	164,167	799,403	962,000.00
20-5250-53-53060 WELL ROYALTIES-FOWLER	12,500.00	12,500.00	12,500.00	5,809	46.5	6,691	6,777	9,500.00
20-5250-53-53070 WELL ROYALTIES-LEE	5,000.00	5,000.00	1,100.00	610	55.5	490	712	4,000.00
TOTAL WATER/WASTEWATER	1,009,305	1,217,950	1,318,400	1,085,982	82.4	232,418	1,267,015	1,378,000.00

**CONTRACTED SERVICES**

20-5250-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0.0	0	0	-
20-5250-54-51440 LEGAL FEES	0	0	0	0	0.0	0	0	-
20-5250-54-51595 MVBA UTIL COLLECTION	150	150	150	61	40.6	89	71	150.00
TOTAL CONTRACTED SERVICES	150	150	150	61	40.6	89	71	150.00

**DEBT PAYMENTS**

20-5250-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0.0	0	0	-
20-5250-55-52299 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-
20-5250-55-52310 VEHICLE LEASE EXPENSE	27,400	15,000	0	0	0.0	0	0	15,000.00
20-5250-55-52311 LEASE INTEREST EXPENSE	0	0	0	0	0.0	0	0	-
20-5250-55-52410 MACHINERY EQUIPMENT LE	0	18,960	0	0	0.0	0	0	15,300.00
20-5250-55-6000 INTEREST EXPENSE	0	0	0	0	0.0	0	0	-
TOTAL DEBT PAYMENTS	27,400	33,960	0	0	0.0	0	0	30,300.00

**CAPITAL OUTLAY < \$5K**

20-5250-57-52200 COMPUTER EQUIP PURCHAS	0	3,500	0	0	0.0	0	0	6,000.00
20-5250-57-52450 TOOLS	5,000	5,000	1,044	2,005	192.1	(961)	2,339	5,000.00
TOTAL CAPITAL OUTLAY < \$5K	5,000	8,500	1,044	2,005	192.1	(961)	2,339	11,000.00

**CAPITAL OUTLAY > \$5K**

20-5250-58-52000 TRAVIS HOBBS CONSTRUCTION				0				
20-5250-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	-
20-5250-58-52400 MACHINERY EQUIPMENT-PU	6,500	0	0	2,830	0.0	(2,830)	3,302	9,000.00
20-5250-58-53090 IMPACT FEES-WATER	0	0	0	0	0.0	0	0	-
20-5250-58-5770 DEPRECIATION EXPENSE	0	0	0	0	0.0	0	0	-
20-5250-58-58001 CAP PROJECTS- AUSTIN W	0	0	0	0	0.0	0	0	-
20-5250-58-58002 CAP PROJECTS- CARRIAGE	0	0	0	0	0.0	0	0	-
20-5250-58-58003 MASTER WATER PLAN	0	0	0	0	0.0	0	0	-
TOTAL CAPITAL OUTLAY > \$5K	6,500	0	0	2,830	0.0	(2,830)	3,302	9,000.00

<b>TOTAL WATER EXPENDITURES</b>	<b>1,633,774</b>	<b>1,945,320</b>	<b>2,133,171</b>	<b>1,715,177</b>	<b>80.4</b>	<b>417,994</b>	<b>2,001,097</b>	<b>2,065,256.64</b>
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WASTEWATER EXPENDITURES	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>PERSONNEL</b>								
20-5275-50-50010 SALARIES	102,559.86	109,871.84	109,871.84	70,299	64.0	39,573	82,018	107,735.84
20-5275-50-50050 OVERTIME	11,794.38	12,635.26	12,635.26	4,685	37.1	7,951	5,466	12,390.00
20-5275-50-50075 LONGEVITY PAY	1,100.00	1,300.00	1,300.00	1,400	107.7	(100)	1,633	1,600.00
20-5275-50-50200 EMPLOYER PAID TAXES	8,832.25	9,455.94	9,455.94	5,544	58.6	3,912	6,468	9,312.00
20-5275-50-50255 WORKERS' COMPENSATION	2,300.00	2,300.00	3,306.27	2,856	86.4	450	3,333	3,400.00
20-5275-50-50325 HEALTH INSURANCE	18,946.58	18,946.58	18,946.58	10,278	54.2	8,669	11,991	18,946.58
20-5275-50-50410 EMPLOYER RETIREMENT CO	5,033.81	5,407.81	5,407.81	3,344	61.8	2,064	3,901	5,407.81
20-5275-50-50520 EMPLOYEE EDUCATION	1,250.00	600.00	600.00	457	76.2	143	533	600.00
20-5275-50-50700 UNEMPLOYMENT CLAIMS	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	2,000.00
TOTAL PERSONNEL	155,817	164,517	165,524	98,862	59.7	66,661	115,343	161,392.23
<b>OPERATING</b>								
20-5275-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	0	0.0	100	0	100.00
20-5275-51-51320 INDUSTRIAL WASTE FEES	-	-	-	0	0.0	0	0	-
20-5275-51-51335 INSURANCE-PROPERTY, CA	9,800.00	9,800.00	9,800.00	7,724	78.8	2,076	9,011	9,800.00
20-5275-51-51338 INSURANCE LIABILITY	2,995.00	2,995.00	2,995.00	2,976	99.4	19	3,472	2,995.00
20-5275-51-51485 MISCELLANEOUS	-	-	-	0	0.0	0	0	-
20-5275-51-51603 PERIODICALS & PUBLICAT	100.00	100.00	100.00	0	0.0	100	0	100.00
20-5275-51-51610 PERMITS & LICENSES	5,000.00	5,500.00	-	0	0.0	0	0	5,500.00
20-5275-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	0	0.0	300	0	300.00
20-5275-51-51635 PROFESSIONAL & MEMBERS	150.00	150.00	150.00	0	0.0	150	0	150.00
20-5275-51-51740 SUPPLIES PARTS AND MATERIALS	50,000.00	5,000.00	5,000.00	21,024	420.5	(16,024)	24,528	30,000.00
20-5275-51-51740 SUPPLIES CHEMICALS		25,000.00	25,000.00	0	0.0	25,000	0	-
20-5275-51-51743 SUPPLIES-EQUIPMENT	500.00	-	-	0	0.0	0	0	-
20-5275-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	-
20-5275-51-51770 TELEPHONE, COMMUNICATI	-	-	-	0	0.0	0	0	-
20-5275-51-51775 WIRELESS COMMUNICATI	-	-	-	0	0.0	0	0	-
20-5275-51-51800 UNIFORMS & ACCESSORIES	1,200.00	1,000.00	1,000.00	32	3.2	968	37	1,000.00
20-5275-51-51809 R.O.W. FEES	600.00	600.00	1,765.00	1,765	100.0	0	2,059	700.00
20-5275-51-51813 UTILITIES-ELECTRIC BLU	93,000.00	97,000.00	118,150.00	86,468	73.2	31,682	100,882	124,000.00
20-5275-51-51815 UTILITIES-ELECTRIC TX	5,800.00	5,800.00	6,800.00	5,757	84.7	1,043	6,716	6,800.00
20-5275-51-52340 FUEL & OIL	5,500.00	6,700.00	8,700.00	8,265	95.0	435	9,642	9,000.00
TOTAL OPERATING	174,945	160,045	179,860	134,009	74.5	45,851	156,348	190,445.00
<b>REPAIRS &amp; MAINTENANCE</b>								
20-5275-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	1,000.00	965	96.5	35	1,126	2,500.00
20-5275-52-52320 VEHICLE REPAIRS & MAIN	3,500.00	2,500.00	2,500.00	173	6.9	2,327	202	3,000.00
20-5275-52-52430 MACHINERY EQUIPMENT-RE	10,000.00	10,000.00	10,000.00	9,718	97.2	282	11,338	20,000.00
20-5275-52-52460 REPAIRS-WELLS,PUMPS,MO	32,000.00	25,000.00	11,835.00	12,931	109.3	(1,096)	15,087	25,000.00
TOTAL REPAIRS & MAINTENANCE	48,000	40,000	25,335	23,787	93.9	1,548	27,752	50,500.00

**WATER/WASTEWATER**

20-5275-53-53010 TESTING WATER AND WAST	18,000	20,000	20,000	14,789	73.9	5,212	17,254	21,500.00
20-5275-53-53040 WATER FEES-MANVILLE	1,100	1,100	1,100	560	50.9	540	653	950.00
20-5275-53-53160 WASTEWATER FEES-AUSTIN	630,000	630,000	550,000	431,619	78.5	118,381	503,570	550,000.00
20-5275-53-53165 IMPACT FEES- CITY OF	0	0	0	0	0.0	0	0	-
TOTAL WATER/WASTEWATER	649,100	651,100	571,100	446,967	78.3	124,133	521,477	572,450.00

**CONTRACTED SERVICES**

20-5275-54-53150 SLUDGE DISPOSAL	9,000	9,000	9,000	-2,575	(28.6)	11,575	(3,004)	9,000.00
TOTAL CONTRACTED SERVICES	9,000	9,000	9,000	-2,575	(28.6)	11,575	(3,004)	9,000.00

**DEBT PAYMENTS**

20-5275-55-52310 VEHICLE LEASE EXPENSE	14,938	18,160	14,938	7,469	50.0	7,469	8,714	18,160.00
TOTAL DEBT PAYMENTS	14,938	18,160	14,938	7,469	50.0	7,469	8,714	18,160.00

**CAPITAL OUTLAY < \$5K**

20-5275-57-52400 MACHINERY EQUIPMENT-PURCHASES	5,000	5,000	5,000	0	0.0	5,000	0	5,000.00
TOTAL CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	0	0.0	5,000	0	5,000.00

**CAPITAL OUTLAY > \$5K**

20-5275-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	-
20-5275-58-52200 COMPUTER EQUIP PURCHAS	0	0	0	0	0.0	0	0	-
20-5275-58-52400 MACHINERY EQUIPMENT-PU	0	0	0	1,038	0.0	(1,038)	1,211	-
20-5275-58-52410 CAPITAL OUTLAY	20,000	15,000	15,000	0	0.0	15,000	0	15,000.00
20-5275-58-53195 IMPACT FEES-WASTEWATER	0	0	0	0	0.0	0	0	-
20-5275-58-57005 BOND AMORTIZATION EXPE	0	0	0	0	0.0	0	0	-
20-5275-58-5770 DEPRECIATION EXPENSE	0	0	0	0	0.0	0	0	-
20-5275-58-58000 CAPITAL PROJECTS-WWTP	0	0	0	0	0.0	0	0	-
20-5275-58-58010 CP-STATE HWY 130 RELOC	0	0	0	0	0.0	0	0	-
TOTAL CAPITAL OUTLAY > \$5K	20,000	15,000	15,000	1,038	6.9	13,962	1,211	15,000.00

**TRANSFERS**

20-5275-59-59999 TRANSFERS TO GF	0	0	0	0	0.0	0	0	-
20-5275-59-60000 TRANSFERS TO CPF	0	0	0	0	0.0	0	0	-
20-5275-59-60010 TRANSFERS TO CPF- CIF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	-

<b>TOTAL WASTEWATER EXPENDITURES</b>	<b>1,071,800</b>	<b>1,057,822.43</b>	<b>980,757</b>	<b>709,557</b>	<b>72.3</b>	<b>271,199</b>	<b>827,841</b>	<b>1,021,947.23</b>
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	FY 2017-18 ACTUAL	FY 2017-18 ORIG. BUDGET	FY 2017-18 CURR. BUDGET	AS OF 08/31/2018 Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2018-19 BUDGET
<b>NON-DEPARTMENTAL EXPENDITURES</b>								

**CAPITAL OUTLAY > \$5K**

20-5999-58-57010 CP-STATE HWY 130 RELOC	0	0	0	0	0.0	0	0	-
20-599-58-58005 2016 CO BOND EXPENSES				493,383				
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	493,383	0.0	(493,383)	0	-

**TRANSFERS**

20-5999-59-60010 TRANSFERS TO CPF	0	0	0	163,679	0.0	(163,679)	190,965	-
TOTAL TRANSFERS	0	0	0	163,679	0.0	(163,679)	190,965	-

TOTAL NON-DEPARTMENTAL EXPENDITURES	0	0	0	657,062	0.0	(657,062)	190,965	-
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TOTAL EXPENDITURES	3,049,635	3,418,568	3,541,313	3,442,025	97.2	99,288	3,440,181	3,486,870.75
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REVENUES OVER/(UNDER) EXPENDITURES	1,525,771	289,679	221,184	-36,717		257,901	532,179	236,300.00
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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 5, 2018

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

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Conduct the first public hearing of the FY 2018-2019 Proposed Property Tax Rate of the City of Manor, Texas.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Tax Rate Roll

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council conduct the first public hearing on the FY 2018-2019 Proposed Property Tax Rate of the City of Manor, Texas.

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

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2018 Truth in Taxation Calculations  
City of Manor

Data Input Page  
2018-07-18

A. 2018 PROPERTY VALUES:	CERTIFIED VALUE.....	\$	792,700,513
	PROTESTED VALUE.....	\$	10,988,116
	UNLISTED VALUE.....	\$	0
	2018 TOTAL TAXABLE VALUE.....	\$	803,688,629
B. 2017 TOTAL TAXABLE VALUE.....		\$	607,388,480
C. 2017 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
D. 2017 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	125,293
E. 2017 DEANNEXED TAX VALUE.....		\$	98,576
F. 2017 TAXABLE VALUE BECOMING EXEMPT IN 2018.....		\$	2,323,851
G. 2017 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
H. 2018 TAXABLE VALUE POLLUTION CONTROL EXEMPTION.....		\$	9,100
I. 2018 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
J. 2018 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2017.....		\$	28,326,492
K. 2018 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2017.....		\$	90,876,351
L. 2017 TAX RATES.....M & O.....		\$	0.4132 /\$100
	I & S.....	\$	0.3590 /\$100
	TOTAL TAX RATE.....	\$	0.7722 /\$100
M. M&O YEAR END FUND BALANCE.....		\$	0
N. I&S YEAR END FUND BALANCE.....		\$	0
O. 2018 TOTAL DEBT SERVICE NEEDED.....		\$	2,182,228.50
	AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
	AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
	ADJUSTED 2018 DEBT SERVICE.....	\$	2,182,228.50
P. 2017 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
Q. CERTIFIED 2018 ANTICIPATED COLLECTION RATE.....		%	100.00%
R. FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
S. REFUNDS FOR TAX YEARS PRIOR TO 2017.....		\$	1,322.37
	M&O PORTION.....	\$	707.59
T. TCEQ CERTIFIED POLLUTION CONTROL EXPENSES.....		\$	0
U. 2017 TAXES IN TAX INCREMENT FINANCING (TIF).....		\$	0
V. TIF CAPTURED APPRAISED VALUE.....		\$	0
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES.....		\$	0
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE .....		\$	0

<b>Effective Tax Rate</b>	<b>0.6828</b>
Effective M & O Tax Rate	0.3653
Rollback M & O Tax Rate	0.3945
<b>Debt Rate</b>	<b>0.2715</b>
Schedule A Funds Needed for Above Debt Rate	238.58
Debt Rate Reduction Using Above Schedule A Funds	0.0000

**Roll Back Rate: 0.6660**

**Hearing Limit Rate\* 0.6660**

\*Lower of Rollback Rate or Effective Rate

**Statement of Increase/Decrease: INCREASE by 794,980**

Maximum Small Taxing Unit Rate = 0.0622

Schedule B, 2017 Debt Services, Part 1

2018-07-18

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTAL
2010 GO Bond	80,989.00	9,400.00	300.00	90,689.00
2012 GO Bond	285,000.00	49,470.00	150.00	334,620.00
2012 CO Bond	120,000.00	29,506.50	0.00	149,506.50
2015 GO Bond	405,000.00	96,294.50	0.00	501,294.50
2016 CO Bond	725,000.00	380,483.50	635.00	1,106,118.50
TOTALS	1,615,989.00	565,154.50	1,085.00	2,182,228.50



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

I, Bruce Elfant, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2018 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

LAST YEAR'S TAX RATE:

Last year's operating taxes.....	\$	2,509,729.20
+ Last year's debt taxes.....	\$	2,180,524.64
= Last year's total taxes.....	\$	4,690,253.84
/ Last year's tax base.....	\$	607,388,480
= Last year's total tax rate.....	\$	0.7722 /\$100

THIS YEAR'S EFFECTIVE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property).....	\$	4,673,837.74
/ This year's adjusted tax base (after subtracting value of new property).....	\$	684,476,686
= This year's effective tax rate.....	\$	0.6828 /\$100
(Maximum rate unless unit publishes notices and holds hearings.)		
- Sales tax adjustment rate.....	\$	0.0000 /\$100
= Effective tax rate.....	\$	0.6828 /\$100

THIS YEAR'S ROLLBACK TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....		
	\$	2,500,945.03
/ This year's adjusted tax base.....	\$	684,476,686
= This year's effective operating rate.....	\$	0.3653 /\$100
x 1.08 = This year's maximum operating rate.....	\$	0.3945 /\$100
+ This year's debt rate.....	\$	0.2715 /\$100
= This year's rollback rate.....	\$	0.6660 /\$100

Statement of Increase/Decrease

If City of Manor		
adopts a 2018 tax rate equal to the effective tax rate of.....	\$	0.6828
per \$100 of value, taxes would.....	INCREASE	
compared to 2017 taxes by.....	\$	794,980

Schedule A: Unencumbered Fund Balances:

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

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

Schedule B, 2018 Debt Service, Parts 1 and 2, are attached

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

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

Schedule B, 2018 Debt Service, Part 2

2018-07-18

Total Required for 2018 Debt Service.....	\$	2,182,228.50
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2018.....	\$	2,182,228.50
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2018.....	\$	0.00
= Total Debt Levy.....	\$	2,182,228.50



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Conduct a public hearing regarding the annexation of 24.00 acres of land, more or less, adjacent and contiguous to the city limits and being located in the James Manor Survey No. 39, Abstract No. 528, James Manor Survey No. 40, Abstract No. 566, and Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas.

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### BACKGROUND/SUMMARY:

This is annexation is for 24 acres of land that Manor swapped with Austin to align the boundary of Lagos with the future Wildhorse Connector.

PRESENTATION: ☐ YES ☒ NO

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

Annexation area map

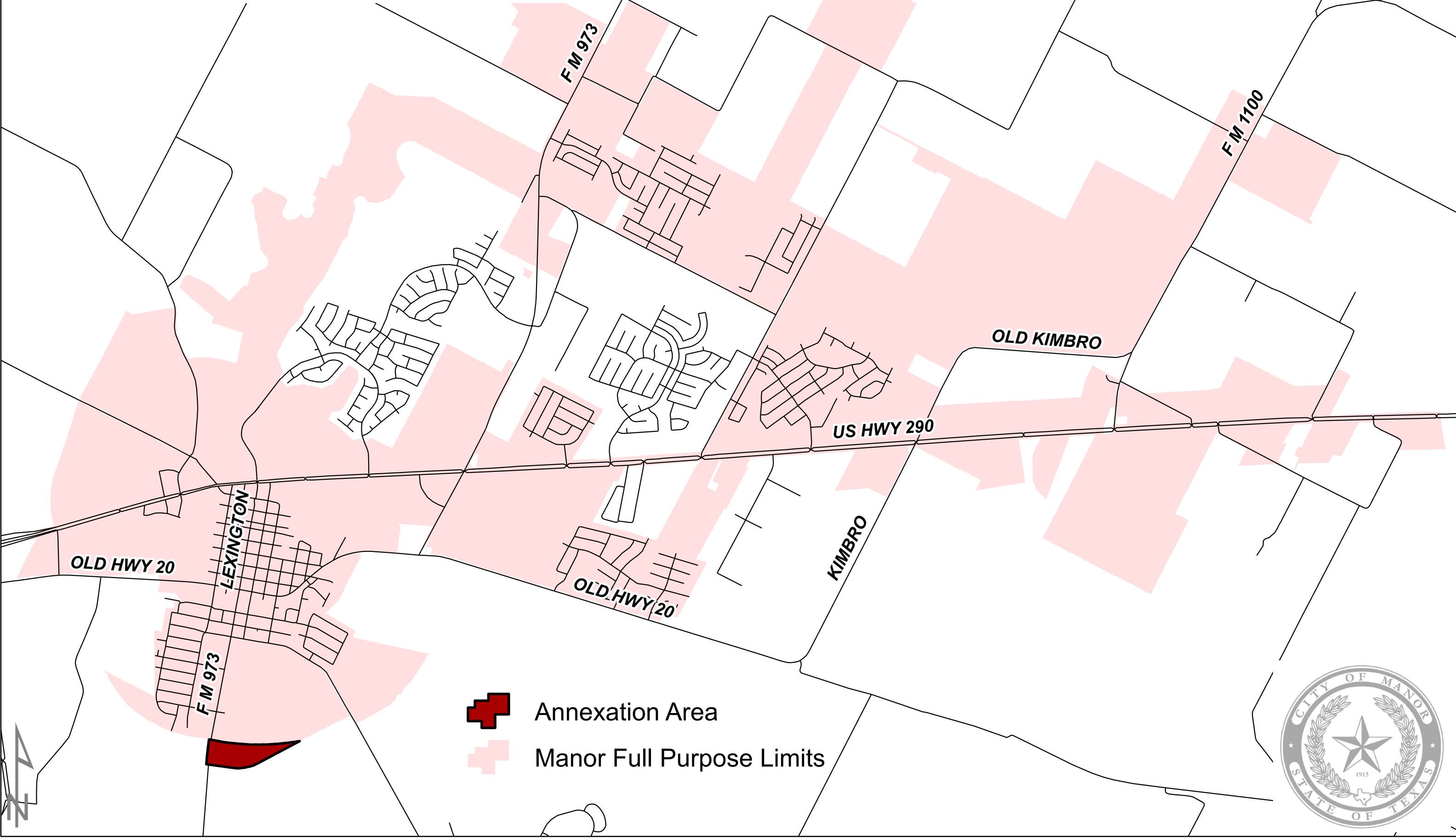
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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct a public hearing regarding the annexation of 24.00 acres of land, more or less, adjacent and contiguous to the city limits and being located in the James Manor Survey No. 39, Abstract No. 528, James Manor Survey No. 40, Abstract No. 566, and Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas.

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

# 24.001 Acre Proposed Lagos Annexation





## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Pauline M. Gray, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on Change Order No. 1 for the 2017 Paving Improvements Project.

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### BACKGROUND/SUMMARY:

Change Order No. 1, in the amount of \$45,801.00, was for adding the 300 Block of East Browning Street to the project (not in original scope.)

PRESENTATION: ☒ YES ☐ NO

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

Change Order No. 1

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed Change Order No. 1 for the 2017 Paving Improvements Project.

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

**CHANGE ORDER**

ORDER NO.: 1  
DATE: August 22, 2018  
AGREEMENT DATE: August 1, 2018

NAME OF PROJECT: 2017 Paving Improvements

OWNER: City of Manor

CONTRACTOR: Smith Paving, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification (Adding 300 Block of E Browning Street to project):

- Item No. 1 – Add 572 SY 4" In-Situ Processing of Recycle Material, complete and in place, at \$8.50 per Square Yard.
- Item No. 2 – Add 572 SY 12" Blended Flex Base, including, Moisture treatment and compaction complete and in place, at \$ 18.75 per Square Yard.
- Item No. 3 – Add 572 SY 6" Subgrade Prep, including scarification, moisture treatment and compaction, complete and in place, at \$9.50 per Square Yard.
- Item No. 4 – Add 520 SY Geotextile paving fabric, including asphalt binder, complete and in place, at \$2.50 per Square Yard.
- Item No. 5 – Add 520 SY of 1-1/2" HMA Type D, PG 64-16 Pavement Overlay as shown on the plans, including prep work and prime/tack coat complete and in place, at \$11.50 per Square Yard.
- Item No. 6 – Add 1 EA pavement transition taper to side street per detail, complete and in place at \$3500.00 per Each.
- Item No. 7 – Add 2 EA pavement transition taper to asphalt driveway per detail, complete and in place at \$3500.00 per Each.
- Item No. 8 – Add 2 EA pavement transition taper to gravel driveway per detail, complete and in place at \$3500.00 per Each.

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$174,067.75

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 0.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$45,801.00.

New CONTRACT PRICE including this CHANGE ORDER will be: \$219,868.75.

3. Change to CONTRACT TIME: 14 days

The CONTRACT TIME will be increased by 14 calendar days.

The date for completion of all work will be 104 days from the Notice to Proceed

4. Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E.

Signed: Pauline M. Gray

Ordered by: \_\_\_\_\_

Signed: \_\_\_\_\_

Accepted by: Casey Smith

Signed: Casey Smith

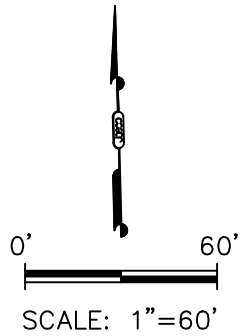
JACO



P:\Projects\100 - Manor\100-075-20 2017 Cap Metro\Drawings\3-6 Street Repair Sheets - REVISED 8-20-18.dwg



EAST BROWNING STREET



LEGEND  
[Hatched Box] TYPICAL STREET RECONSTRUCTION SEE DETAIL, SHEET 7

TOTAL = 572 S.Y.

NOTE:  
ALL STREET INTERSECTIONS  
TO HAVE A 25' RADIUS UNLESS  
OTHERWISE NOTED.



*Pauline M. Gray*  
8-20-2018

Jay Engineering Company, Inc.  
P.O. Box 1220  
The Woodlands, TX 77380  
Tel: (817) 228-3882 Fax: (817) 259-9016



Revisions		no.	date	appv.

2017 PAVING IMPROVEMENTS  
PAVEMENT REPAIRS -  
300 BLOCK OF E BROWNING

CITY OF MANOR, TEXAS  
SCALE: AS NOTED DWG: JCA DESIGN: PMG DATE: JUNE 2018  
DWG. NO. AS NOTED JOB NO. 100-075-20

SHEET  
6A  
of 12

CHANGE ORDER #1





## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a second and final reading of an ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Light Commercial C-1. Applicant: Kim Perry. Owner: Kim Perry.

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### BACKGROUND/SUMMARY:

This property was annexed into the city in November 2017. It is at the corner of Bois D'Arc Road and Tower Road. C-1 may be too intense a commercial use for the location given the proximity to single family housing and future roadways; neighborhood business is a less intense commercial zoning. Our transportation thoroughfare master plan has Bois D'Arc eventually being upgraded to a MAD 4 and Tower Road a primary collector. Once Manor Heights is constructed these 15 acres will be entirely surrounded by single family houses.

Planning Commission voted 6-0 to approve NEIGHBORHOOD BUSINESS.  
First Reading Approved on August 15, 2018 to Neighborhood business

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 527

Map

Area Image

Notice Letter

Mailing labels

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a second and final reading of an Ordinance No. 527 rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Neighborhood Business.

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

**ORDINANCE NO. 527**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM INTERIM AGRICULTURAL (A) TO NEIGHBORHOOD COMMERCIAL (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 Interim Agricultural (A) to zoning district Neighborhood Commercial (NB). The Property is accordingly hereby rezoned to Neighborhood Commercial (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 15<sup>th</sup> day of August 2018.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 5th day of September 2018.

**THE CITY OF MANOR, TEXAS**

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

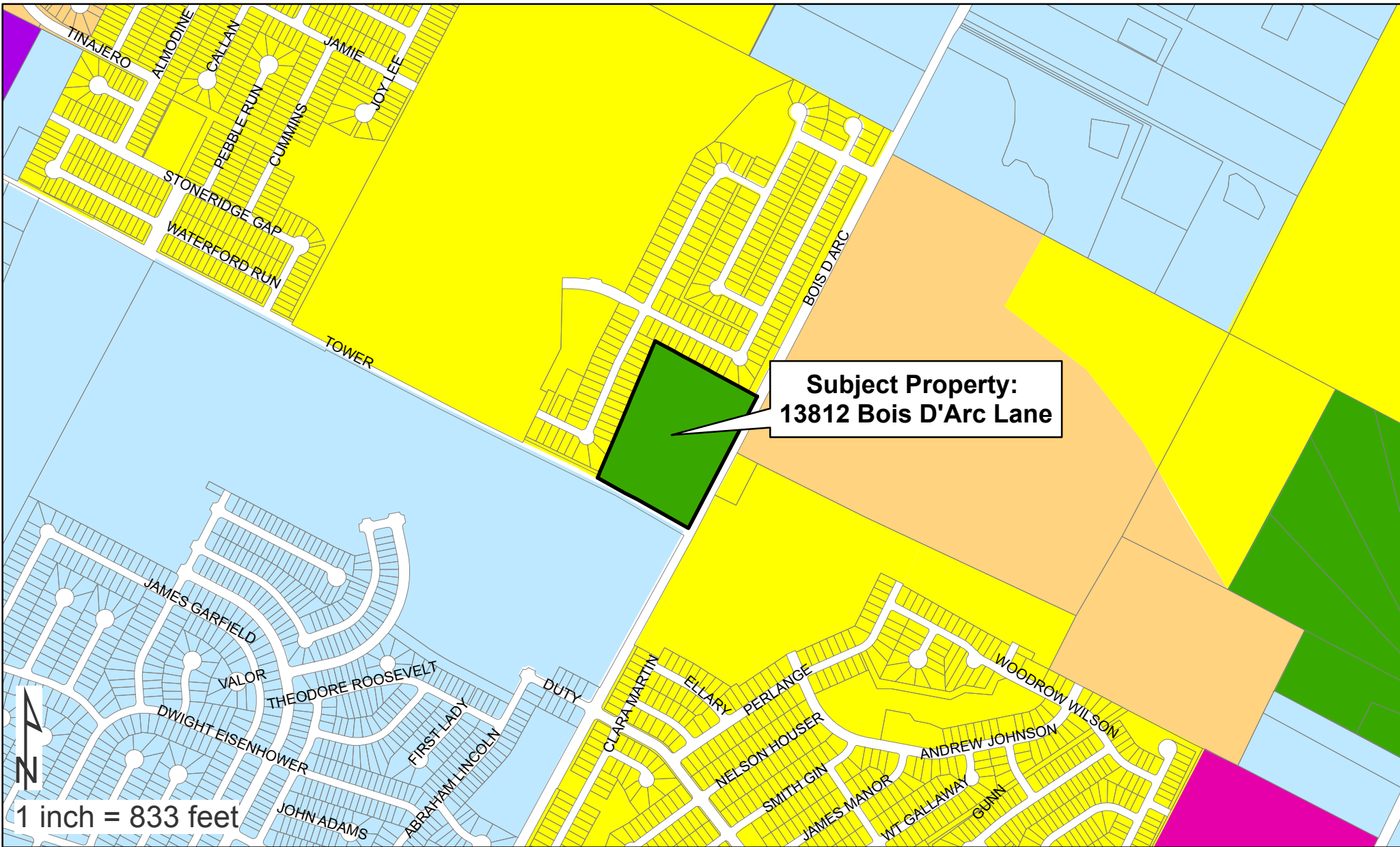
**ATTEST:**

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

**EXHIBIT “A”**

Property Legal Description:  
Abstract 315, Survey 63 Gates G, 14.64 acres

Property Address:  
13812 Bois D’Arc Road

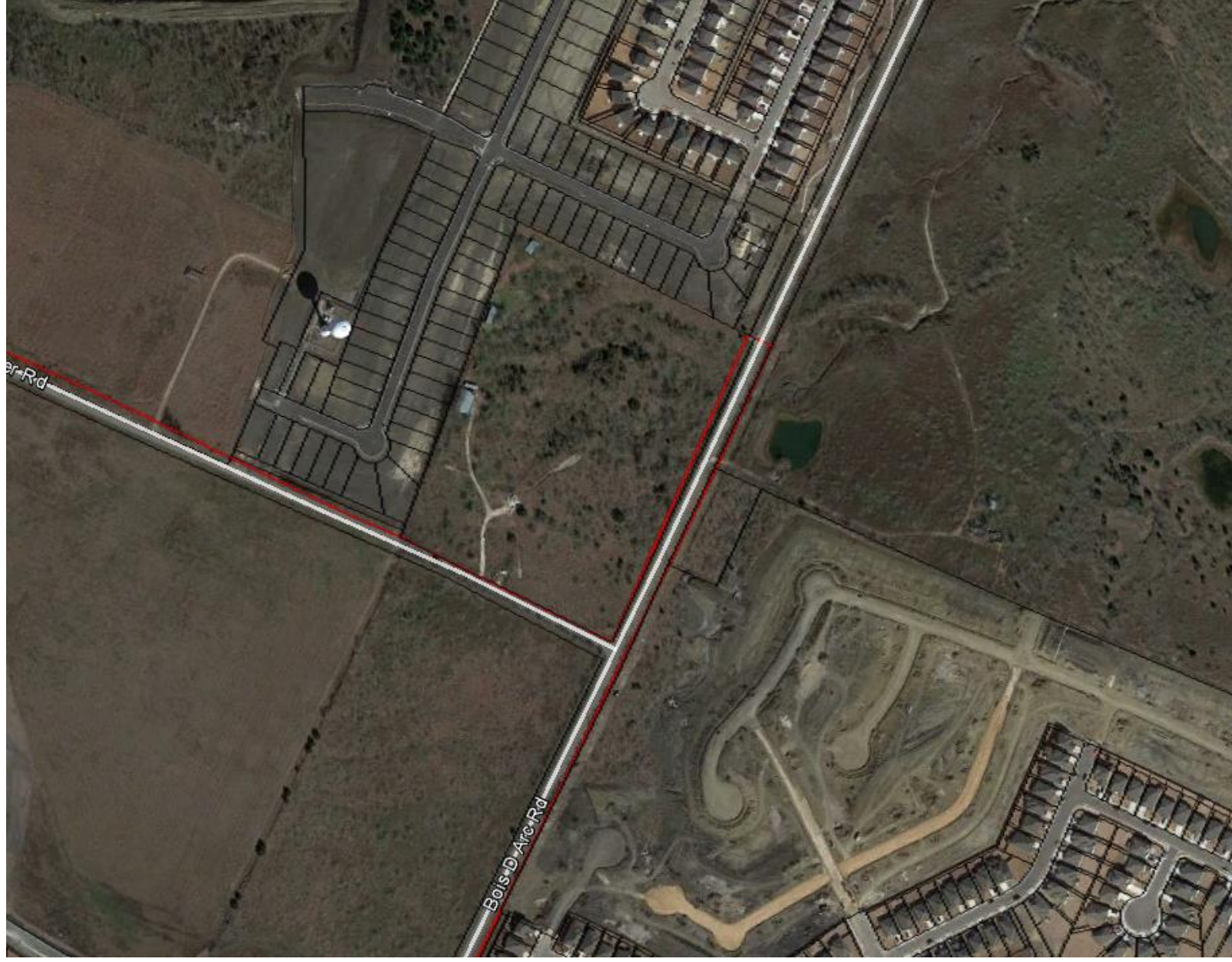


# **Proposed Zoning:** **Light Commercial C-1**

*Current Zoning District:*  
*Interim Agricultural (A)*

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		







July 20, 2018

RE: 13812 Bois D'Arc Lane Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting a public hearing to consider a rezoning request for 13812 Bois D'Arc. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

**Consideration, discussion and possible action on a rezoning request for Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, from Interim Agricultural (A) to Light Commercial(C-1).**

The Planning and Zoning Commission will convene at 6:30PM on August 8, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on August 15, 2018 AND September 5, 2018 at 105 E. Eggleston St. in the City Council Chambers.

If you have no interest in the case there is no need for you to attend. You may address any comments to me at the address or phone number listed below. Any communications I receive will be made available to Commission and Council members during the discussion of this item. For your convenience, my email address is [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org)

Sincerely,

Scott Dunlop  
Planning Coordinator  
512-272-5555 ext. 5

STARLIGHT HOMES TEXAS LLC  
10721 RESEARCH BLVD STE B210  
AUSTIN, TX 78759-5694

WEST ELGIN DEVELOPMENT CORP  
ATTN PETER A DWYER  
9900 US HIGHWAY 290 E  
MANOR, TX 78653-9720

PRESIDENTIAL MEADOWS L P  
% W2 REAL ESTATE PARTNERS  
1221 S MOPAC EXPWY STE 355  
AUSTIN, TX 78746

LGI HOMES - TEXAS LLC  
1450 LAKE ROBBINS DR STE 430  
THE WOODLANDS, TX 77380-3294

COLEMAN KEVIN ETAL  
901 WESTLAKE DR  
WEST LAKE HILLS, TX 78746-4509

SKY VILLAGE KIMBRO ESTATES LLC  
2730 TRANSIT RD  
WEST SENECA, NY 14224-2523



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Chapter 14, Article 14.02, Exhibit A, Article 3, Section 60 Construction Plans on Lots 4 & 5, Block 11 Town of Manor, locally known as 900 N. Lexington / 105 East Murray Street to allow for construction of an unimproved off-street parking area for Brain Freeze of Texas semi-permanent food establishment. Applicant: Ingrid and Chris Cannon. Owner: Rethann Glass

---

### BACKGROUND/SUMMARY:

This waiver is the same that has been granted for other semi-permanent food establishments to allow them to have off-street parking areas that are made of road base, crushed stone or similar and not of concrete or asphalt as required.

PRESENTATION: ☐ YES ☒ NO

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

Waiver

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a waiver from Manor Code of Ordinances, Chapter 14, Article 14.02, Exhibit A, Article 3, Section 60 Construction Plans on Lots 4 & 5, Block 11 Town of Manor, locally known as 900 N. Lexington / 105 East Murray Street to allow for construction of an unimproved off-street parking area for Brain Freeze of Texas semi-permanent food establishment.

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



August 2, 2018

Attention: Manor City Council

I, Rethann Glass, owner of the property located at 105 East Murray Ave, give Chris and Ingrid Cannon, owner of the mobile food trailer, Brain Freeze of Texas, permission to perform the actions sought under this waiver.

We are seeking a waiver from Manor Code of Ordinances Chapter 14 Article 14.02 Zoning Ordinance, Exhibit A, Article 3 - SITE DEVELOPMENT PLAN REQUIREMENTS AND SPECIAL PROVISIONS.

We are seeking permission to install "road base" or other like material at the property location of 105 East Murray Ave. After the road base is installed we request permission to allow customer parking on the lot. This will allow off street parking for customers and establish a more safer environment and less congestion along the street. Thank you for taking our request under consideration.

Thank you,

Rethann Glass



Chris Cannon



Ingrid Cannon



505-453-3675

lonestarsnowie@gmail.com



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 5, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Chapter 13, Article 13.01, Section 13.01.002(a) Installation of Utility and Service Lines to allow for above ground services for approximately 2,171 feet along the northside of Tower Road adjacent to the Presidential Heights subdivision. Applicant: Bill Scoggins, Bluebonnet Electric Cooperative

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### BACKGROUND/SUMMARY:

We amended our utility ordinance on March 21, 2018 to require new utility installations to be underground. At first presentation of the ordinance on January 17th Danny Burnett requested we postpone consideration and get input from Bluebonnet. We met with Bluebonnet on February 2nd who provided amendments to the ordinance to allow for exemptions when facilities are upgraded. Bluebonnet helped write the ordinance and would have been aware of it. In their request they have not shown a unique hardship or practical difficulty as claiming to not know about an ordinance should not be a basis to grant a waiver.

PRESENTATION: ☐ YES ☒ NO

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

Waiver

---

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council deny a waiver from Manor Code of Ordinances, Chapter 13, Article 13.01, Section 13.01.002(a) Installation of Utility and Service Lines to allow for above ground services for approximately 2,171 feet along the northside of Tower Road adjacent to the Presidential Heights subdivision.

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



8-25-2018

Dear City Counsel,

I would like to ask for a variance on the design and construction work we have in production, after reading the new city ordinance (Section 13.01.002 (a)). Bluebonnet Electric Cooperative (BEC) was made aware of this new ordinance on August 18, 2018. BEC has many designs on new residential and commercial projects that this new ordinance would have a negative impact on. BEC would like to request a grandfather clause due to the fact BEC was not notified of the new ordinance.

(a) Any person or utility installing or causing to be installed any new utility or service line within the city shall install such utility or service line underground. Utility or service lines shall include, but not be limited to water, wastewater, gas, electric, cable, internet, and propane lines. Replacement of existing overhead utility lines is exempted from the requirements of this section for maintenance, upgrade of an existing electric distribution line up to an 800-amp capacity and improvements from single-phase to three-phase electrical distribution. If above ground utilities are being replaced on side streets with above-ground utility service which intersects with a roadway with underground utilities, the first pole supporting the above ground service is placed on such side street at least one hundred (100) feet from the center of the roadway with the underground utilities.

Thank you for your time and your consideration on this matter.

Thanks again,

*Bill Scoggins*

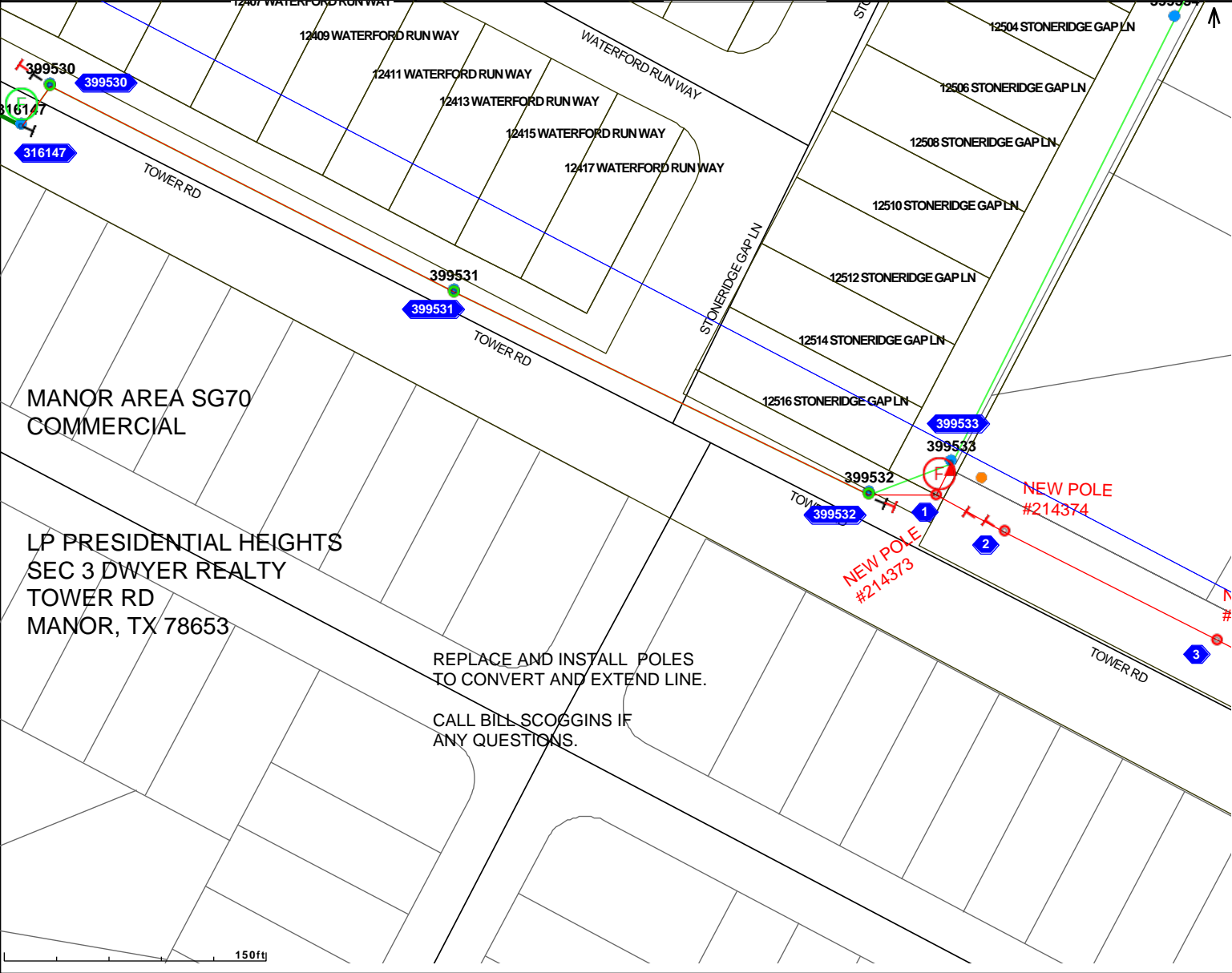
979-716-7038



Service Order: 60240227  
Job Name: LP PRESIDENTIAL HEIGHTS SEC 3 DWYER REALTY  
Partner Number: 4000018936  
Service Address: TOWER RD  
City, State, ZIP: MANOR TEXAS 78653  
In/Out City Limits: Inside City Limits  
Feeder: SG70  
Voltage: 14.4/24.9  
Phase: CBA  
As-Built Changes ☐  
**\*Possibility of Hazardous Induced Voltage\***

Map Reference: 5733 019 024 041 GIS  
County: Travis  
Locate Number:  
Locate Date:  
Updated Locate Number:  
Updated Locate Date:  
Staked Date: 2018-06-19  
Staked By: Jorge Varillas

Rate Class:  
Meter Loop Size:  
OBD #: 0  
Rate Class:  
Meter Loop Size:  
OBD #: 0



316147  
Comments:

- EX (1) 45-3
- EX (2) E3-10
- EX (2) ESI(78)
- EX (1) F1-2P
- EX (1) F1-4P
- EX (4) I-DEC477
- EX (1) M32-4
- EX (1) VC7-5F
- EX (1) VE1-3
- EX (2) VE9-3
- EX (1) VM2-11
- N (4) I-DEC477
- N (1) VC7-5F
- N (1) VM5-5
- R (2) I-DEC1/0
- R (1) M5-25
- R (1) VA5-2
- R (1) VM5-9F1

399530  
Comments:

- EX (1) F1-2P
- Comment: REUSE
- N (84) 336-ACSR
- N (28) 336-ACSR
- N (1) 45-4
- N (2) E3-10
- N (1) F1-4P
- Comment: 30' LEAD
- N (8) I-DEC477
- N (2) VC7-5F
- N (3) VE1-3
- N (1) VM2-12
- N (1) VM5-5
- R (28) 4-ACSR
- R (28) 4-ACSR
- R (1) 40-5
- R (1) E3-10
- R (1) VA5-1
- R (1) VA5-6
- R (1) VE1-2
- R (1) VM2-12

399531  
Comments:

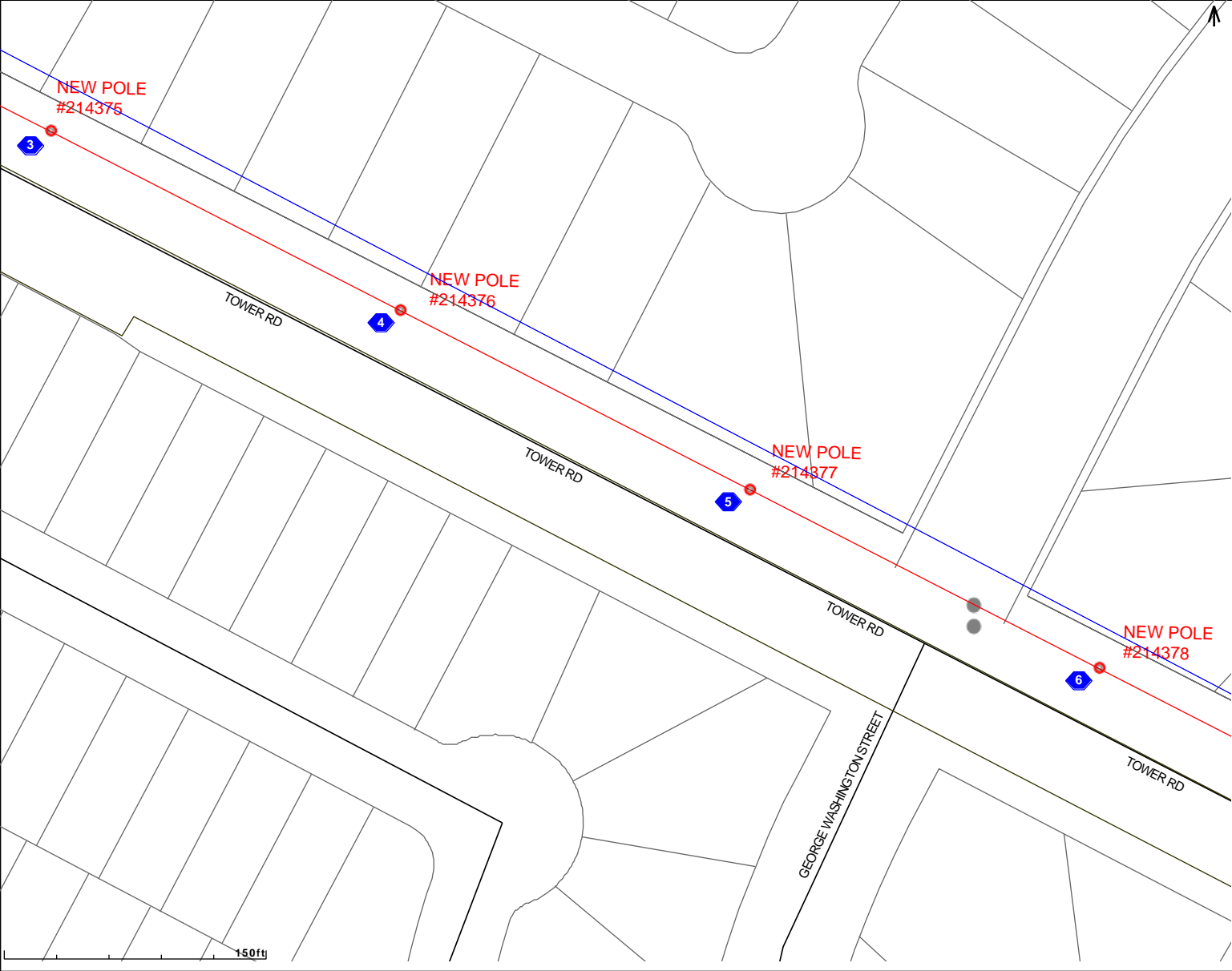
- N (260) 336-ACSR
- N (780) 336-ACSR
- N (1) 45-4
- N (3) I-TJD336
- N (1) I-TSP336
- N (1) M32-4
- N (1) VC1-3
- N (1) VM2-12
- R (260) 4-ACSR
- R (260) 4-ACSR
- R (1) 40-5
- R (1) VA1
- R (1) VM2-12



Service Order: 60240227  
Job Name: LP PRESIDENTIAL HEIGHTS SEC 3 DWYER REALTY  
Partner Number: 4000018936  
Service Address: TOWER RD  
City, State, ZIP: MANOR TEXAS 78653  
In/Out City Limits: Inside City Limits  
Feeder: SG70  
Voltage: 14.4/24.9  
Phase: CBA  
As-Built Changes ☐  
**\*Possibility of Hazardous Induced Voltage\***

Map Reference: 5733 019 024 041 GIS  
County: Travis  
Locate Number:  
Locate Date:  
Updated Locate Number:  
Updated Locate Date:  
Staked Date: 2018-06-19  
Staked By: Jorge Varillas

Rate Class:  
Meter Loop Size:  
OBD #: 0  
Rate Class:  
Meter Loop Size:  
OBD #: 0



4  
Comments:

N (675) 336-ACSR  
N (225) 336-ACSR  
N (1) 45-4  
N (3) I-TJD336  
N (1) I-TSP336  
N (1) M32-4  
N (1) VC1-3  
N (1) VM2-12

5  
Comments:

N (675) 336-ACSR  
N (225) 336-ACSR  
N (1) 45-4  
N (3) I-TJD336  
N (1) I-TSP336  
N (1) M32-4  
N (1) VC1-3  
N (1) VM2-12

6  
Comments:

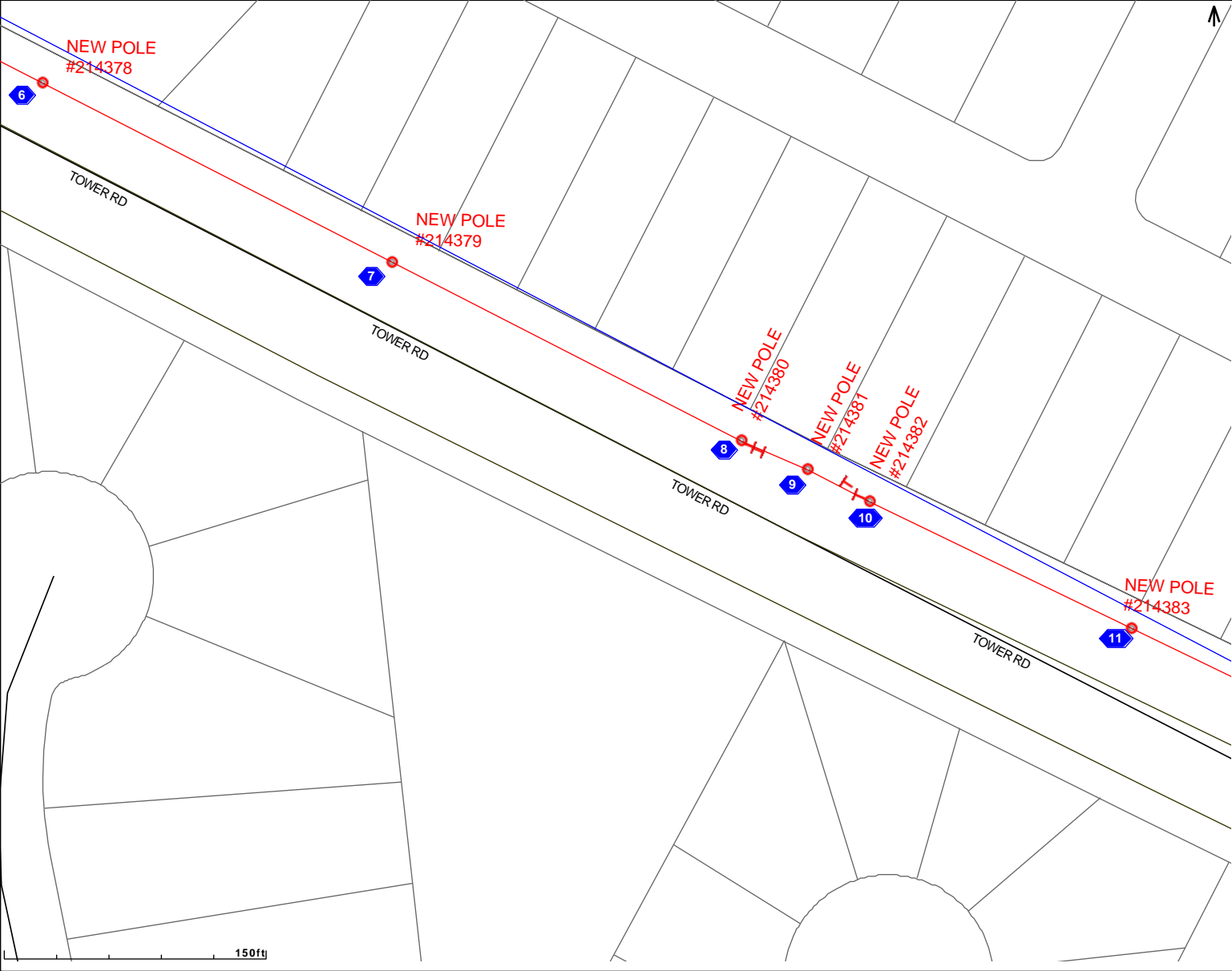
N (675) 336-ACSR  
N (225) 336-ACSR  
N (1) 45-4  
N (3) I-TJD336  
N (1) I-TSP336  
N (1) M32-4  
N (1) VC1-3  
N (1) VM2-12



Service Order: 60240227  
Job Name: LP PRESIDENTIAL HEIGHTS SEC 3 DWYER REALTY  
Partner Number: 4000018936  
Service Address: TOWER RD  
City, State, ZIP: MANOR TEXAS 78653  
In/Out City Limits: Inside City Limits  
Feeder: SG70  
Voltage: 14.4/24.9  
Phase: CBA  
As-Built Changes ☐  
**\*Possibility of Hazardous Induced Voltage\***

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Rate Class:  
Meter Loop Size:  
OBD #: 0  
Rate Class:  
Meter Loop Size:  
OBD #: 0



7  
Comments:

N (225) 336-ACSR  
N (675) 336-ACSR  
N (1) 45-4  
N (3) I-TJD336  
N (1) I-TSP336  
N (1) M32-4  
N (1) VC1-3  
N (1) VM2-12

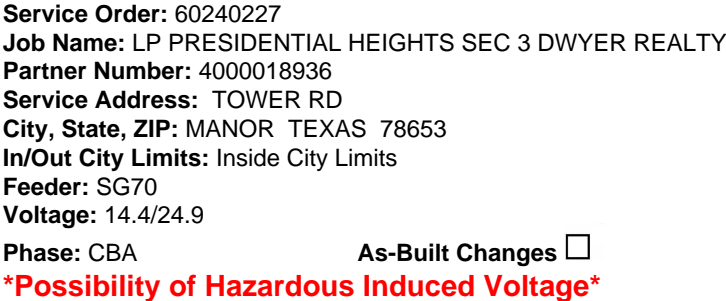
8  
Comments:

N (735) 336-ACSR  
N (245) 336-ACSR  
N (1) 45-4  
N (2) E3-10  
N (1) F1-2P  
Comment: 36' LEAD  
N (1) F1-4P  
Comment: 30' LEAD  
N (8) I-DEC477  
N (1) M32-4  
N (1) VC7-5F  
N (3) VE1-3  
N (1) VM2-12  
N (3) VM5-20  
N (3) VM5-5

9  
Comments:

N (123) 336-ACSR  
N (41) 336-ACSR  
N (1) 45-3S  
N (6) I-DEC477  
N (1) I-TSP336  
N (1) M32-4  
N (1) VM2-11S  
N (1) VM3-16





Rate Class:  
Meter Loop Size:  
OBD #: 0  
Rate Class:  
Meter Loop Size:  
OBD #: 0



13  
**Comments:**

14  
**Comments:**

N (663) 336-ACSR  
N (221) 336-ACSR  
N (1) 45-3S  
N (2) E3-10  
N (3) ESI(78)  
N (1) F1-2P  
    Comment: 36' LEAD  
N (1) F1-4P  
    Comment: 30' LEAD  
N (4) I-DEC477  
N (1) M32-4  
N (1) SC7-5F  
N (3) SVE9-3  
N (1) VM2-11S