



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, October 17, 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**

### **PROCLAMATIONS**

- A. Declaring November 2, 2018, as “Texas Arbor Day”
- B. Declaring the Week of November 5-9, 2018, as “Municipal Court Week”

### **PRESENTATION**

Presentation on the Lagos TIA Mitigation, presented by Danny Burnett, Development Coordinator, Dwyer Realty Companies.

### **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.

1. Consideration, discussion, and possible action to approve the City Council Minutes:
  - September 19, 2018, Regular Meeting
  - October 3, 2018, Regular Meeting - Canceled

Lluvia Tijerina,  
City Secretary
2. Consideration, discussion, and possible action on the acceptance of the September 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

Thomas Bolt,  
City Manager
3. Consideration, discussion, and possible action on an agreement between FastMed Urgent Care and the City of Manor for employee screenings.

Tracey Vasquez,  
HR Coordinator
4. Consideration, discussion, and possible action on the second and final reading of a Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas.  
**Applicant:** Kimley-Horn Associates. **Owner:** Dwyer Realty Companies

Scott Dunlop,  
Planning  
Coordinator
5. Consideration, discussion, and possible action on the second and final reading of an ordinance rezoning Abstract 315, Survey 63 Gates G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road, from Interim Agricultural (A) to Light Industrial (IN-1).  
**Applicant:** Stan Voelker. **Owner:** Stan Voelker

Scott Dunlop,  
Planning  
Coordinator
6. Consideration, discussion, and possible action on a Deposit and Reimbursement Agreement for Proposed Public Improvement District and Tax Increment Reinvestment Zone (Manor Heights).

Thomas Bolt,  
City Manager
7. Consideration, discussion, and possible action on a license and maintenance agreement between the City of Manor and the SW Homeowners Association for the construction, improvement, installation and maintenance of irrigation, lighting and landscaping located within the Inselberg Drive right-of-way.  
**Applicant:** Kitchen Table Solutions; and Authorization for the City Manager to execute the agreement. **Owner:** Continental Homes of Texas.

Scott Dunlop,  
Planning  
Coordinator

## EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to Section 551.017 Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding traffic control regulations.

## OPEN SESSION

The City Council will now reconvene into Open Session to take action as determined appropriate in the City Council's discretion regarding traffic controls.

## REGULAR AGENDA

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| 8. Consideration, discussion, and possible action on the Lagos TIA Mitigation.  | Thomas Bolt,<br>City Manager             |
| 9. Consideration, discussion, and possible action on canceling the November 21, 2018, City Council, regular meeting and scheduling a Special Called Meeting.  | Thomas Bolt,<br>City Manager             |
| 10. Consideration, discussion and possible action on setting Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas.   | Thomas Bolt,<br>City Manager             |
| 11. Consideration, discussion, and possible action on the second and final reading of an ordinance annexing 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 |
| 12. Consideration, discussion, and possible action on the second and final reading of an ordinance for a Final Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. <b>Applicant:</b> Kimley-Horn Associates. <b>Owner:</b> Dwyer Realty Companies | Scott Dunlop,<br>Planning<br>Coordinator |
| 13. Consideration, discussion, and possible action on an amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.   | Thomas Bolt,<br>City Manager             |
| 14. Consideration, discussion, and possible action on Change Order No. 2 for the 2017 Paving Improvement Project.   | Frank Phelan, P.E.<br>City Engineer      |
| 15. Consideration, discussion, and possible action in awarding a Finance Agreement for the purchase of Police vehicles and equipment; and Authorization for the City Manager to execute the agreement.  | Ryan Phipps,<br>Chief of Police          |
| 16. Consideration, discussion, and possible action on the Manor Lions Club H.O.T. Funds application of reimbursement of actual expenses meeting the State of Texas Hotel Tax Law Requirements Section 351.101.  | Thomas Bolt,<br>City Manager             |

## ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by <u>Texas Government Code</u> 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).
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**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, October 12, 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)*



# ***PROCLAMATION***

***Whereas,*** Texas first observed Arbor Day in 1889, under the leadership of the Texas Forestry Association; and

***Whereas,*** All across Texas, from towering pines to majestic oaks to scrubby mesquites — the many trees of Texas are beautiful and prominent features of our unique and breathtaking landscape; and

***Whereas,*** As Texans, we value our trees and the benefits they provide each of us every day. Benefits like clean air, clean water, improving our health and even saving us money on energy bills; and

***Whereas,*** We encourage people in our community to plant trees and celebrate them on the first Friday each November on Texas Arbor Day; and

***Whereas,*** This holiday for trees is an opportunity to teach fundamental lessons about the stewardship of our natural resources and caring for our environment. It is an opportunity to learn what each of us can do to keep our community trees healthy and vibrant, and it is a time we can pause to appreciate trees in our lives; and

***Whereas,*** Together, we can create a brighter and more beautiful future for the next generation. They, in turn, can affirm the duty of protecting our natural resources by being responsible stewards of this great land.

***Now, Therefore,*** I, Rita G. Jonse, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim Friday, November 2, 2018, as:

## ***“Texas Arbor Day”***

in the City of Manor and urge all citizens to support efforts to care for our trees and woodlands and I urge all citizens to plant trees to gladden the hearts and promote well-being of present and future generations.

***Proclaimed*** this the 17<sup>th</sup> day of October 2018

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Rita G. Jonse, Mayor  
City of Manor

# ***PROCLAMATION***

***WHEREAS***, the Municipal Court of Manor, a time honored and vital part of local government, has existed since 1892; and

***WHEREAS***, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined; and

***WHEREAS***, public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court; and

***WHEREAS***, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

***WHEREAS***, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens; and

***WHEREAS***, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and

***WHEREAS***, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations; and

***WHEREAS***, it is most appropriate that we recognize the accomplishments of the 916 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior.

***NOW, THEREFORE***, I Rita G. Jonse, Mayor of the City of Manor, and on behalf of the Manor City Council, do recognize the week of November 5 - November 9, 2018, as

## ***“Municipal Court Week”***

and further extend appreciation to all Manor Municipal Judges and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Manor to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

***Proclaimed*** this the 17<sup>th</sup> day of October 2018

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Rita G. Jonse, Mayor  
City of Manor



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 17, 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:

- September 19, 2018, Regular Meeting
- October 3, 2018, Regular Meeting - Canceled

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

September 19, 2018, Regular Meeting Minutes

October 3, 2018, Regular Meeting - Canceled

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes for the September 19, 2018, Regular Meeting; and for the record of the canceled Regular Meeting of October 3, 2018.

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

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
SEPTEMBER 19, 2018**

**PRESENT:**

Rita G. Jonse, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia Tijerina, City Secretary  
Scott Dunlop, Planning Coordinator  
Ryan Phipps, Chief of Police  
Denver Collins, Captain  
Lydia Collins, Director of Finance  
Sarah Friberg, Court Clerk  
Tracey Vasquez, HR Coordinator

**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, September 19, 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, Tim Schultz with Bluebonnet Electric, 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 September 5, 2018, Regular Meeting.**
2. **Consideration, discussion, and possible action on acceptance of the August 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**

Chief Phipps encouraged everyone to attend the National Night Out Event being held at Jennie Lee Park on October 2, 2018, from 6:30 p.m. to 8:30 p.m. He stated shirt sizes were being taken for any elected officials that would like to volunteer.

Council Member Kruppa inquired about the Public Works Water Production & Purchase report. He stated the figures might not be correct. City Manager Bolt stated he would discuss it with Mike Tuley, Public Works Director to review report and make changes if needed. Director of Finance Collins stated the report reflects the percentages that the City is required to purchase.

3. **Consideration, discussion, and possible action on renewing the Employee Group Medical Plan between the City of Manor and TML-IEBP for the 2019 Benefits Pool; and Authorization for the City Manager to execute the notice.**

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa, the Council voted four (4) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

## PUBLIC HEARING

4. **Public Hearing: Consideration, discussion, and possible action on the FY 2018-2019 Proposed Annual Budget of the City of Manor, Texas.**

The City staff's recommendation was that the City Council conduct the public hearing.

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the FY 2018-2019 Proposed Annual Budget highlights for each department.

- A 3% cost of living adjustment for all City staff
- A change to the mandatory 5% TMRS Contribution for retirement will be increased by 2% making the employees contribution rate 7%
- Development Services is requesting a new position fully funded
  - a. Assistant Director of Development Services
- Development Services is requesting a fully funded G/L
  - b. 1 vehicle for the Assistant Building Inspector
  - c. 1 vehicle for the Code Enforcement officer
- Municipal Court is requesting a new position fully funded
  - a. Deputy Court Clerk
- Police is requesting the following new positions fully funded
  - a. Sergeant
  - b. Detective
  - c. 2 Police Officer I cadets at a starting salary of \$33,373.90 for the term of their police academy training. Upon completion salary will be in compliance to the current City of Manor pay scale
- Police is requesting a 5% salary increase for Roberta Jackson to perform Evidence Technician responsibilities until the position is approved and fully funded
- Police is also requesting the following equipment
  - a. (1) 2019 F-250 Crew Cab ¾ ton – SRW 4x4 fully outfitted; purpose is to tow the mobile command center
  - b. (2) 2019 Mustang GT Coupe fully outfitted; traffic units
  - c. (6) 2019 Explorer PI Utility fully outfitted; replace some of the older units that have been in service
- Public Works is requesting a new position fully funded
  - a. Mechanic helper
- Public Works is requesting an increase for the following equipment
  - a. 1 John Deere Gator
  - b. 2 Utility Bed for a truck
  - c. 1 Power Washer Trailer Mount
  - d. 1 Tractor and Shredder
  - e. 4 set of Fork lift racks for pole barn
  - f. 1 fertilizer spreader

- g. Weed eaters
  - h. Chainsaws
  - i. Mowers
- IT is requesting a new position fully funded
    - a. I.T. Technician

City Manager stated most of the items would be completed after the first of the year.

Director of Finance Collins stated a new GL Account would be added for City Council Training and Travel expenses.

**MOTION:** Upon a motion made by Council Member Hill and seconded by Council Member Weir, the Council voted four (4) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

**5. Public Hearing: Consideration, discussion, and possible action on the FY 2018-2019 Proposed Property Tax Rate of the City of Manor, Texas.**

The City staff's recommendation was that the City Council conduct the public hearing.

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

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the FY 2018-2019 Proposed Property Tax Rate.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa, the Council voted four (4) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

**6. Public Hearing: Consideration, discussion, and possible action on 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.**

The City staff's recommendation was that the City Council conduct the public hearing.

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

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the annexation of 24.00 acres of land 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.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Hill, the Council voted four (4) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

**7. Public Hearing: Consideration, discussion, and possible action of a Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. Applicant: Kimley-Horn Associates. Owner: Dwyer Realty Companies**

The City staff's recommendation was that the City Council approve the first reading of a Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas.

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

Robert Smith, Kimley-Horn Associates, 10814 Jollyville Rd., Austin, Texas, submitted a card in support of this item; however, he did not speak but was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community.

The discussion was held regarding the boundaries that are being set for the City of Austin and City of Manor.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa the Council voted four (4) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa, the Council voted four (4) For and none (0) Against to approve the first reading of a Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. The motion carried unanimously.



8. **Public Hearing:** Consideration, discussion, and possible action of an ordinance for a Final Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. Applicant: Kimley-Horn Associates. Owner: Dwyer Realty Companies

The City staff's recommendation was that the City Council approve the first reading of an ordinance for a Final Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas.

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

Robert Smith, Kimley-Horn Associates, 10814 Jollyville Rd., Austin, Texas, submitted a card in support of this item; however, he did not speak but was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the Ordinance for a Final Planned Unit Development Amendment request for Lagos Master Planned Community.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Hill, the Council voted four (4) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, the Council voted four (4) For and none (0) Against to approve the first reading of an ordinance for a Final Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. The motion carried unanimously.

9. **Public Hearing:** Consideration, discussion, and possible action of an ordinance for a Final Planned Unit Development request for Manor Heights being 477 acres, more or less, of land including Lot 2, J.F. Nagle Estates, portions of the A.C. Caldwell Survey No. 52, Abstract 154, and Lemuel Kimbro Survey No. 64, Abstract No. 456, located near US Hwy 290 E and Old Kimbro Road and locally known as 13201, 13356, and 13400 Old Kimbro Road, Manor, Texas. Applicant: Kimley-Horn Associates. Owner: Sky Village Kimbro Estates LLC.

The City staff's recommendation was that the City Council postpone the approval of the first reading of an ordinance for a Final Planned Unit Development request for Manor Heights being 477 acres, more or less, of land including Lot 2, J.F. Nagle Estates, portions of the A.C. Caldwell Survey No. 52, Abstract 154, and Lemuel Kimbro Survey No. 64, Abstract No. 456, located near US Hwy 290 E and Old Kimbro Road and locally known as 13201, 13356, and 13400 Old Kimbro Road, Manor, Texas to the October 3, 2018, City Council regular meeting.

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

Mayor Jonse opened the public hearing.

**MOTION:** Upon a motion made by Council Member Hill and seconded by Council Member Weir, the Council voted four (4) For and none (0) Against to postpone the approval of the first reading of an ordinance for a Final Planned Unit Development request for Manor Heights being 477 acres, more or less, of land including Lot 2, J.F. Nagle Estates, portions of the A.C. Caldwell Survey No. 52, Abstract 154, and Lemuel Kimbro Survey No. 64, Abstract No. 456, located near US Hwy 290 E and Old Kimbro Road and locally known as 13201, 13356, and 13400 Old Kimbro Road, Manor, Texas to the October 3, 2018, City Council regular meeting. The motion carried unanimously.

**10. Public Hearing: Consideration, discussion, and possible action of an ordinance rezoning Abstract 315, Survey 63 Gates G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road, from Interim Agricultural (A) to Light Industrial (IN-1). Applicant: Stan Voelker. Owner: Stan Voelker**

The City staff's recommendation was that the City Council approve the first reading of an ordinance rezoning Abstract 315, Survey 63 Gates G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road, from Interim Agricultural (A) to Light Industrial (IN-1).

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

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the rezoning ordinance for 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Hill, the Council voted four (4) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

**MOTION:** Upon a motion made by Council Member Hill and seconded by Council Member Weir, the Council voted four (4) For and none (0) Against to approve the first reading of an ordinance rezoning Abstract 315, Survey 63 Gates G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road, from Interim Agricultural (A) to Light Industrial (IN-1). The motion carried unanimously.

## **REGULAR AGENDA**

### **11. Consideration, discussion and possible action on the City of Manor Water and Wastewater Rate Study Report; and setting Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas.**

The City staff's recommendation was the City Council accept and approve the City of Manor Water and Wastewater Rate Study Report; and set the Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas for October 3, 2018, at 7:00 p.m. and October 17, 2018, at 7:00 p.m.

At the request of City Manager Bolt, Director of Finance Collins presented the attached PowerPoint Presentation regarding the Water and Wastewater Rate Study for the City of Manor.

The discussion was held regarding the last rate study conducted for the City of Manor. Director of Finance Collins stated the study is recommended to be done every 3 years.

Council Member Kruppa stated the study report was confusing because it specified the rate projections for the City were based on its annual revenue requirements over a 10- year planning period. He questioned why the study needed to be done every 3 to 4 years.

Director of Finance Collins stated the 10-year planning period was a projection based on the water usage and new residents for the City.

Council Member Kruppa inquired about the rate of \$ 0.50 for 0-2,000 Gallons. Director of Finance Collins explained the City did not charge per gallon, it charged per 1,000.

Council Member Kruppa insisted that the report was not clear and did not give the impression of the actual cost of fees for residents.

Director of Finance Collins explained Exhibit 6 on the study report and details of the fees for residents.

The discussion was held regarding the water fees for Commercial and Residential.

Council Member Kruppa expressed his concerns regarding the way the study was written and stated the study was not as explanatory for the residents.

Director of Finance Collins stated her, and her team would be available to answer and explain the report to any resident of the City, if needed.

The discussion was held regarding the projection time for the study rate to be conducted for the City of Manor.

The discussion was held regarding the difference between the water accounts vs the population of the City.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Weir the Council voted four (4) For and none (0) Against to accept and approve the City of Manor Water and Wastewater Rate Study Report; and set the Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas for October 3, 2018, at 7:00 p.m. and October 17, 2018, at 7:00 p.m. The motion carried unanimously.

**12. Consideration, discussion, and possible action on the Annual Audit of the Basic Financial Statements of the City of Manor, Texas for the year ended September 30, 2017.**

The City staff's recommendation was that the City Council accept and approve the Annual Audit of the Basic Financial Statements of the City of Manor, Texas for the year ended September 30, 2017.

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

Jeremy Myers, Atchley & Associates, 1005 La Posada Drive, Austin, Texas, spoke before City Council regarding the audit findings for the City of Manor.

Council Member Weir thanked the Finance Department for a great job. Mr. Myers thanked the Finance Department and City staff for helping with the Audit.

Mayor Jonse thanked Mr. Myers for all his hard work throughout the years with the City of Manor.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa, the Council voted four (4) For and none (0) Against to accept and approve the Annual Audit of the Basic Financial Statements of the City of Manor, Texas for the year ended September 30, 2017. The motion carried unanimously.

**13. Consideration, discussion, and possible action on a services agreement for property being annexed into the city and being 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.**

The City staff's recommendation was that the City Council approve a services agreement for property being annexed into the city and being 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, Planning Coordinator, was available to address any questions posed by the City Council.

City Manager Bolt discussed the Services Agreement for the annexation.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa the Council voted four (4) For and none (0) Against to approve a services agreement for property being annexed into the city and being 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. The motion carried unanimously.

**14. Consideration, discussion, and possible action of an ordinance annexing 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.**

The City staff's recommendation was that the City Council approve the first reading ordinance annexing 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, Planning Coordinator, was available to address any questions posed by the City Council.

City Manager Bolt discussed the annexation ordinance.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Weir the Council voted four (4) For and none (0) Against to approve the first reading ordinance annexing 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; and set the date for the second and final reading for the October 3, 2018, City Council meeting. at 7:00 p.m. The motion carried unanimously.

**15. Consideration, discussion, and possible action on a waiver from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(g) Conformity to Landscaping and Screening Requirements for Abstract 315, Survey 63 Gates G Acres 10.01, locally known as 14605 N FM 973, to waive the requirement for additional landscaping and screening.**

The City staff's recommendation was that the City Council approve reducing the required landscaping to the calculation found in Chapter 3, Article 3.09, Section 3.09.003(6)(B) resulting in 73 trees and 195 shrubs.

Shana Whiteley, Good Luck Grill, 14605 N. FM 973, Manor, Texas, submitted a card in support of this item; however, she did not wish to speak but was available to address any questions posed by the City Council

At the request of City Manager Bolt, Planning Coordinator Dunlop discussed the waiver request for 14605 N FM 973, Good Luck Grill. He explained the current ordinance regulations for landscaping.

The discussion was held regarding number of trees and shrubs that would be planted in the property.

City Manager Bolt stated the City had a preferred list for the type of trees that could be used for landscaping. He stated the current ordinance would be amended to set new regulations for reducing the rate for commercial to be what is determined for General Office and Multi-family.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa the Council voted four (4) For and none (0) Against to approve reducing the required landscaping to the calculation found in Chapter 3, Article 3.09, Section 3.09.003(6)(B) resulting in 73 trees and 195 shrubs. The motion carried unanimously.



**16. Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2018 and ending September 30, 2019.**

The City staff's recommendation was that the City Council approve Ordinance No. 528 Levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2018 and ending September 30, 2019.

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

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Kruppa the Council voted four (4) For and none (0) Against to approve Ordinance No. 528 levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2018, and ending September 30, 2019 with the following motion: "I move that the property tax rate be decreased by the adoption of a tax rate of \$0.7522 on each \$100.00 valuation of property, which is effectively an 2.66% percent decrease in the tax rate. "The motion carried unanimously.

**17. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.**

The City staff's recommendation was that the City Council approve Ordinance No. 529 adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2018 and ending September 30, 2018.

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

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Weir the Council voted four (4) For and none (0) Against to approve Ordinance No. 529 adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2018 and ending September 30, 2018. The motion carried unanimously.

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 7:50 p.m. on Wednesday, September 19, 2018.

These minutes approved by the Manor City Council on the 3<sup>rd</sup> day of October 2018.

**APPROVED:**

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Rita G. Jonse  
Mayor

**ATTEST:**

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Lluvia Tijerina, TRMC  
City Secretary

Draft Minutes



# CITY OF **Manor**

## **Water and Wastewater Rate Study**

Final Report / June 15, 2018



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June 15, 2018

Lydia Collins  
Director of Finance Department  
City Hall  
105 E. Eggleston Street  
Manor, Texas, 78653

**Subject: Water and Wastewater Financial Plan Study Report**

Dear Mrs. Collins,

Raftelis Inc. (Raftelis) is pleased to provide this Water and Wastewater Financial Plan Study Report (Report) for the City of Manor (City) summarizing the results of our rate and financial planning study. This Report summarizes the key findings and recommendations related to the development of the financial plan for the water and wastewater utilities. The Financial Plan and Rate Model (Rate Model), which was developed as a component of this study, provides rate projections for the City based on its annual revenue requirements over a 10-year planning period. We are hopeful that the City Council of Manor will implement the recommended rate changes in this report as they will assist the City in meeting its future financial challenges.

It has been a pleasure working with you, and we thank you, the City staff and its other consultants for the support provided during the course of this study.

Sincerely,

A handwritten signature in cursive script that reads 'Angie Flores'.

**Angie Flores**  
*Manager*

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# 1. Executive Summary

## 1.1. Background of the Study

In 2017, the City of Manor engaged Raftelis to conduct a Water and Wastewater Financial Plan Study (Study) to develop sustainable water and wastewater rates for the water and wastewater enterprises.

The City serves approximately 3,000 customers in the Manor area. Slightly more than 90% of the customers are residential customers. The City faces challenges in developing its financial plan to minimize rates and charges while providing customers with efficient, high quality, and reliable services that meet all regulatory requirements. The City procures water from Manville Water Supply Corporation, EPCOR, and wells. The City currently receives wastewater treatment from the City of Austin, which will be transitioning to a Manor-owned plant in 2020 (estimate). To assist with the associated debt service of building the new wastewater treatment plant, the City is paying debt service using ad valorem taxes. These payments assist in lowering the rates for the utility customers of the City.

## 1.2. Study Objectives

When Raftelis was engaged to evaluate Manor's current rate structure, it was tasked to:

- Evaluate the revenue sufficiency of the City's existing rate structure;
- Explain any past discrepancies from the prior rate plan; and

Develop new water and wastewater rates if applicable; As a major component of our analysis, Raftelis developed the Rate Model to forecast annual revenue requirements, consumption, revenues, and rates over a 10-year planning period (FY 2018-FY 2028). The Rate Model incorporates a projection of O&M expenses based on the FY 2018 Budget, CIP for the next 10 years, cash-funded capital, existing debt service, and proposed debt service. These inputs are utilized to create rate projections for the next 10 years. The Rate Model was designed to be user-friendly, so that the City may be able to use the Rate Model going into the future.

# 2. Model Details

## 2.1. Operating and Maintenance Expenses

The City's 2018 budget was used as the basis for O&M costs. The forecast of O&M costs includes assumptions about inflation, increasing operating costs, and increasing demand. The budget is entered in one tab, but the Rate Model allocates costs based on division. The allocation of joint costs to the water and wastewater systems was completed through careful collaboration with City staff. In aggregate, O&M costs were projected to increase by an average rate of 2% over the 10-year period. Water supply expenses were projected to increase at a 5% rate over the next 10-years.

It should be noted that if inflation occurs at a higher rate than projected, then the cost estimates will be lower than actual. Due to the volatile nature of commodity costs, especially chemicals and electricity these inflation rates should be reviewed annually to ensure accuracy. Once the new wastewater plant comes online the City should examine the estimates for additional costs. Currently these costs are estimated, and as the plant comes online more clarity should become available on the plant costs. In Exhibit 1 below, one can see when the wastewater plant comes online in 2020 and the City of Austin wastewater payments stop. The decline in water O&M in 2020 is due to the conclusion of a meter replacement program.

### Exhibit 1: O&M Costs Over Next 5 Years

	2019	2020	2021	2022	2023
Water O&M	\$ 2,281,078	\$ 2,052,945	\$ 2,134,288	\$ 2,219,272	\$ 2,308,070
Wastewater O&M	\$ 1,268,583	\$ 973,652	\$ 993,280	\$ 1,013,305	\$ 1,033,735
Total O&M	\$ 3,549,661	\$ 3,026,598	\$ 3,127,568	\$ 3,232,576	\$ 3,341,804

## 2.2. Capital Costs

The next step in the rate setting process is to assess projected capital improvements (CIP). Accurate estimates of capital expenditures are needed to project debt service costs into the future. Over the ten years the water capital expenditures are estimated at \$8,319,410 with \$6,726,360 being debt-funded. For wastewater the total expenditures are estimated at \$34,952,505 with \$27,222,835 being debt-funded.

The major driver of the wastewater CIP is the construction and completion of the Wilbarger Wastewater Treatment Plant. Included in the \$34 million of wastewater CIP is \$7.7 million of developer-funded projects. Included in the water CIP is \$1.5 million of developer-funded projects. To plan for these CIP projects the model anticipates issuing debt of \$2.5 million in 2019, \$5.7 million in 2021, and of \$8.4 million in 2024. Each year the City should update the CIP, so that planned bond issuances can be updated accordingly. CIP estimates can vary greatly, so ensuring this section is up to date, is quite important.

## 2.3. Revenue Requirements

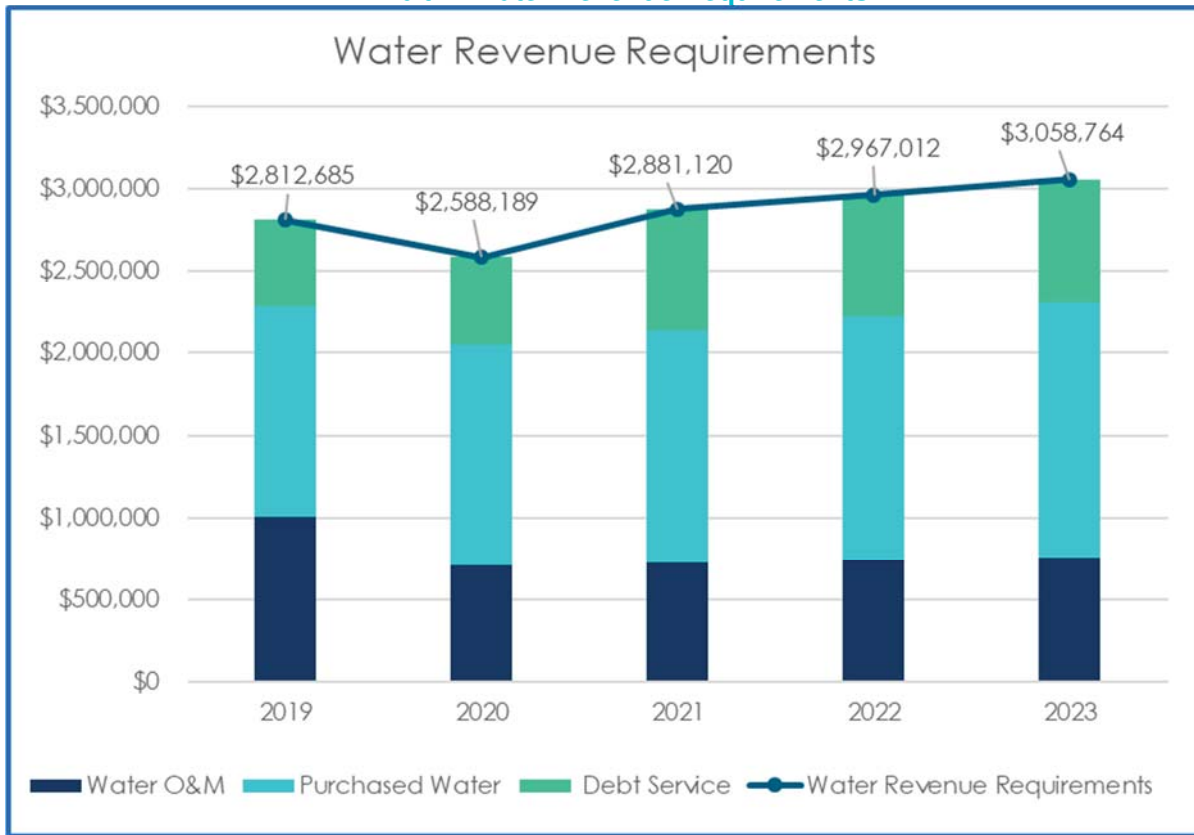
The development of the revenue requirements incorporates the assumptions about O&M, CIP, and cash-funded capital. For this model exercise, the Rate Model does not assume any cash-funded capital.

### 2.3.1. WATER REVENUE REQUIREMENTS

The water revenue requirement forecast incorporates assumptions to account for the effects of inflation, increasing demand, increasing operating costs, and anticipated capital costs. The main driver of growth in the water revenue requirements is the anticipation that water supply costs will grow significantly faster than inflation, roughly 5% per year. In 2018 and 2019 there are significant meter costs, but in 2020 and thereafter the meter costs are discontinued.

Once revenue requirements, along with non-rate revenue are determined, the cost of service and financial plan may be developed. The non-rate revenue is used to offset the revenue requirements to determine the correct cost of service. Exhibit 2, below, displays the water revenue requirements.

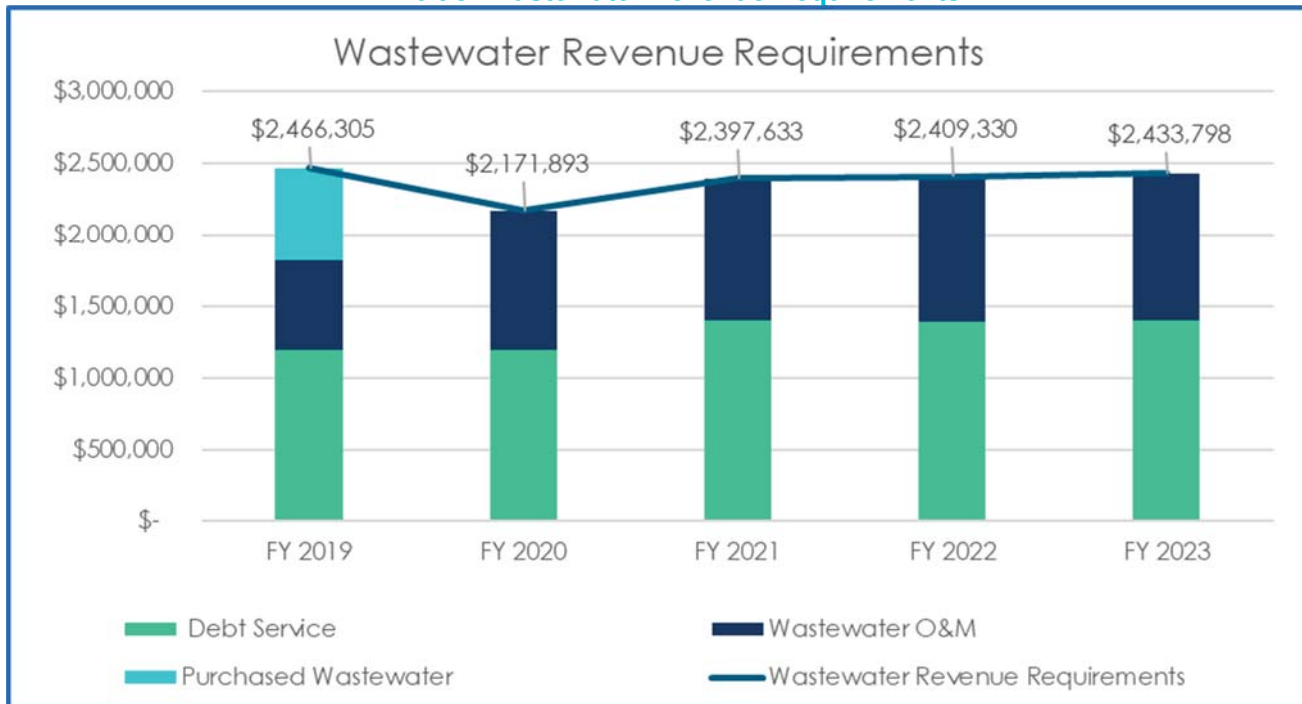
**Exhibit 2: Water Revenue Requirements**



### 2.3.2. WASTEWATER REVENUE REQUIREMENTS

The wastewater revenue requirement forecast incorporates assumptions to account for the effects of inflation, increasing demand, increasing operating costs, and anticipated capital costs. There are two main drivers of wastewater costs. In 2020 the Wilbarger Wastewater Treatment plant will come online. This is projected to achieve significant cost savings to the City. The City will be able to discontinue its City of Austin wastewater service contract. There will be added O&M costs from the plant, but the savings from the contract cancellation is projected to outweigh the costs. The second aspect driving the revenue requirements are future bond issuances. The majority of the future debt issuances will be supported by wastewater. Exhibit 3, below, displays the projected wastewater revenue requirements.

**Exhibit 3: Wastewater Revenue Requirements**



## 2.4. Cost of Service

As part of the project Raftelis agreed to review the cost of service for the Utility. First, Raftelis analyzed the existing revenue to determine non-rate revenue. The non-rate revenue is used to offset the cost to serve.

### 2.4.1. NON-RATE REVENUE

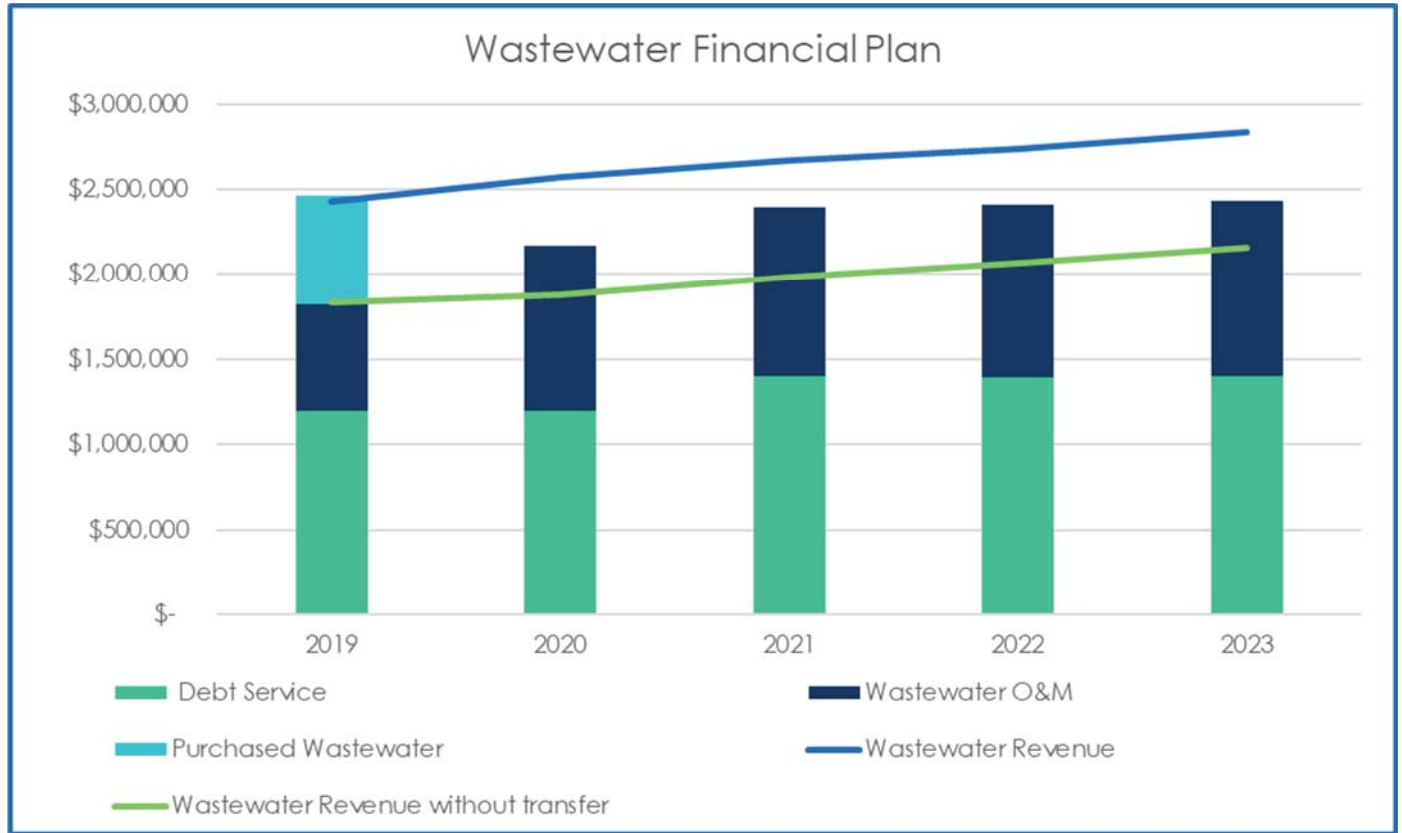
As mentioned previously, the City of Manor uses ad valorem tax revenue to make the payments of some of the utility debt service. The model takes this payment into account by showing a transfer of revenue from the General Fund. This is shown in the non-rate revenue. The ad valorem revenue is designed to offset the costs of the 2016 Certificates of Obligation bond. This bond primarily paid for the construction of the wastewater treatment plant. 85% of the bond was used to pay for wastewater projects and 15% of the bond was used to pay for water projects. Based on that assumption we allocated 85% of the ad valorem revenue to wastewater and 15% to water. The other miscellaneous revenue, such as late fees, permits, etc. was then allocated based on whether the item was a water or wastewater item.

### 2.4.2. WASTEWATER COST OF SERVICE

The analysis of the wastewater revenue and revenue requirements determined that current rates with projected growth will be sufficient to cover costs for the next three years. Consumption growth was estimated conservatively, but if growth rates differ from the forecast then adjustments may need to be made. The biggest uncertainty affecting future wastewater rates is the costs and timing of the Wilbarger Treatment Plant. If the costs associated with the plant come in higher than estimated, these rates may need to be revisited. It is projected that after 2020 wastewater will have to increase rates, primarily to prepare for a significant increase in debt service costs in 2024. Exhibit 5 displays the wastewater financial plan.



**Exhibit 4: Wastewater Financial Plan**



**Exhibit 5: Wastewater Base Rates**

		2018	2019	2020	2021	2022	2023
Residential		Existing	Proposed	Proposed	Proposed	Proposed	Proposed
	5/8"	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.76	\$ 20.55	\$ 21.37
	5/8" Senior	\$ 13.03	\$ 13.03	\$ 13.03	\$ 13.55	\$ 14.09	\$ 14.65
Commercial							
	5/8" Positive Displacement	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.60	\$ 16.22	\$ 16.87
	3/4" Positive Displacement	\$ 22.50	\$ 22.50	\$ 22.50	\$ 23.40	\$ 24.34	\$ 25.31
	1" Positive Displacement	\$ 37.50	\$ 37.50	\$ 37.50	\$ 39.00	\$ 40.56	\$ 42.18
	1-1/2" Positive Displacement	\$ 75.00	\$ 75.00	\$ 75.00	\$ 78.00	\$ 81.12	\$ 84.36
	2" Positive Displacement	\$ 120.00	\$ 120.00	\$ 120.00	\$ 124.80	\$ 129.79	\$ 134.98
	2" Compound	\$ 120.00	\$ 120.00	\$ 120.00	\$ 124.80	\$ 129.79	\$ 134.98
	2" Turbine	\$ 150.00	\$ 150.00	\$ 150.00	\$ 156.00	\$ 162.24	\$ 168.73
	3" Compound	\$ 240.00	\$ 240.00	\$ 240.00	\$ 249.60	\$ 259.58	\$ 269.96
	3" Turbine	\$ 360.00	\$ 360.00	\$ 360.00	\$ 374.40	\$ 389.38	\$ 404.96
	4" Compound	\$ 375.00	\$ 375.00	\$ 375.00	\$ 390.00	\$ 405.60	\$ 421.82
	4" Turbine	\$ 630.00	\$ 630.00	\$ 630.00	\$ 655.20	\$ 681.41	\$ 708.67
	6" Compound	\$ 750.00	\$ 750.00	\$ 750.00	\$ 780.00	\$ 811.20	\$ 843.65
	6" Turbine	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,435.20	\$ 1,492.61	\$ 1,552.31
	8" Compound	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,248.00	\$ 1,297.92	\$ 1,349.84
	8" Turbine	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,496.00	\$ 2,595.84	\$ 2,699.67
	10" Compound	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00	\$ 1,794.00	\$ 1,865.76	\$ 1,940.39
	10" Turbine	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,900.00	\$ 4,056.00	\$ 4,218.24
	12" Turbine	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ 5,148.00	\$ 5,353.92	\$ 5,568.08

### Exhibit 6: Wastewater Volumetric Rates

		2018	2019	2020	2021	2022	2023
		Existing	Proposed	Proposed	Proposed	Proposed	Proposed
Residential	0-8000 Gallons	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.90	\$ 4.06	\$ 4.22
	8,000+ Gallons	\$ 4.40	\$ 4.40	\$ 4.40	\$ 4.58	\$ 4.76	\$ 4.95
Commercial							
	Per 1,000 Gallons	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.24	\$ 6.49	\$ 6.75

### 2.4.3. WATER COST OF SERVICE

The existing revenue does not cover the cost of service for water. Therefore, Raftelis analyzed the water consumption data to determine if the current rate structure should be continued or if a new rate structure should be implemented. In considering the City's current structure and consumption patterns, Raftelis recommended that the City collapse its tiered block down to three blocks. This is reflected in Exhibit 6. To determine the cost allocations Raftelis worked extensively with City staff. This involved allocating costs by treatment plant, supply, distribution, etc. to determine relevant cost of service rates.

Through this process it was determined that with projected growth, the City would need a 12% increase in rate revenue in 2019 to reach cost of service in 2020. If projected growth changes materially in the upcoming years, then these estimates may need to be revised. Furthermore, with consultation of City staff, it was determined that the volumetric rate structure for water would be modified. The proposed rate structure change will be revenue neutral. The proposed rate structure allows the City to generate the required revenue in an equitable manner.

In years 2021-2023 water rate increases must be made to ensure revenue sufficiency. In 2024 a large bond issuance must occur that will increase costs significantly. The rate increases from 2021-2023 are to prepare for this. Exhibits 6 and 7 display the proposed water rates.

### Exhibit 6: Water Base Rates

		2018	2019	2020	2021	2022	2023
		Current	Proposed	Proposed	Proposed	Proposed	Proposed
<b>Residential</b>							
	5/8"	\$ 24.25	\$ 27.16	\$ 27.16	\$ 29.06	\$ 31.09	\$ 33.27
	5/8" Senior	\$ 20.65	\$ 23.13	\$ 23.13	\$ 24.75	\$ 26.48	\$ 28.33
<b>Commercial</b>							
	5/8" Positive Displacement	\$ 9.00	\$ 10.08	\$ 10.08	\$ 10.79	\$ 11.55	\$ 12.36
	3/4" Positive Displacement	\$ 13.50	\$ 15.12	\$ 15.12	\$ 16.18	\$ 17.31	\$ 18.52
	1" Positive Displacement	\$ 22.50	\$ 25.20	\$ 25.20	\$ 26.96	\$ 28.85	\$ 30.87
	1-1/2" Positive Displacement	\$ 45.00	\$ 50.40	\$ 50.40	\$ 53.93	\$ 57.71	\$ 61.75
	2" Positive Displacement	\$ 72.00	\$ 80.64	\$ 80.64	\$ 86.28	\$ 92.32	\$ 98.78
	2" Compound	\$ 72.00	\$ 80.64	\$ 80.64	\$ 86.28	\$ 92.32	\$ 98.78
	2" Turbine	\$ 90.00	\$ 100.80	\$ 100.80	\$ 107.86	\$ 115.41	\$ 123.49
	3" Compound	\$ 144.00	\$ 161.28	\$ 161.28	\$ 172.57	\$ 184.65	\$ 197.58
	3" Turbine	\$ 216.00	\$ 241.92	\$ 241.92	\$ 258.85	\$ 276.97	\$ 296.36
	4" Compound	\$ 225.00	\$ 252.00	\$ 252.00	\$ 269.64	\$ 288.51	\$ 308.71
	4" Turbine	\$ 378.00	\$ 423.36	\$ 423.36	\$ 453.00	\$ 484.71	\$ 518.64
	6" Compound	\$ 450.00	\$ 504.00	\$ 504.00	\$ 539.28	\$ 577.03	\$ 617.42
	6" Turbine	\$ 828.00	\$ 927.36	\$ 927.36	\$ 992.28	\$ 1,061.74	\$ 1,136.06
	8" Compound	\$ 720.00	\$ 806.40	\$ 806.40	\$ 862.85	\$ 923.25	\$ 987.88
	8" Turbine	\$ 1,440.00	\$ 1,612.80	\$ 1,612.80	\$ 1,725.70	\$ 1,846.50	\$ 1,975.76
	10" Compound	\$ 1,035.00	\$ 1,159.20	\$ 1,159.20	\$ 1,240.34	\$ 1,327.16	\$ 1,420.06
	10" Turbine	\$ 2,250.00	\$ 2,520.00	\$ 2,520.00	\$ 2,696.40	\$ 2,885.15	\$ 3,087.11
	12" Turbine	\$ 2,970.00	\$ 3,326.40	\$ 3,326.40	\$ 3,559.25	\$ 3,808.40	\$ 4,074.99

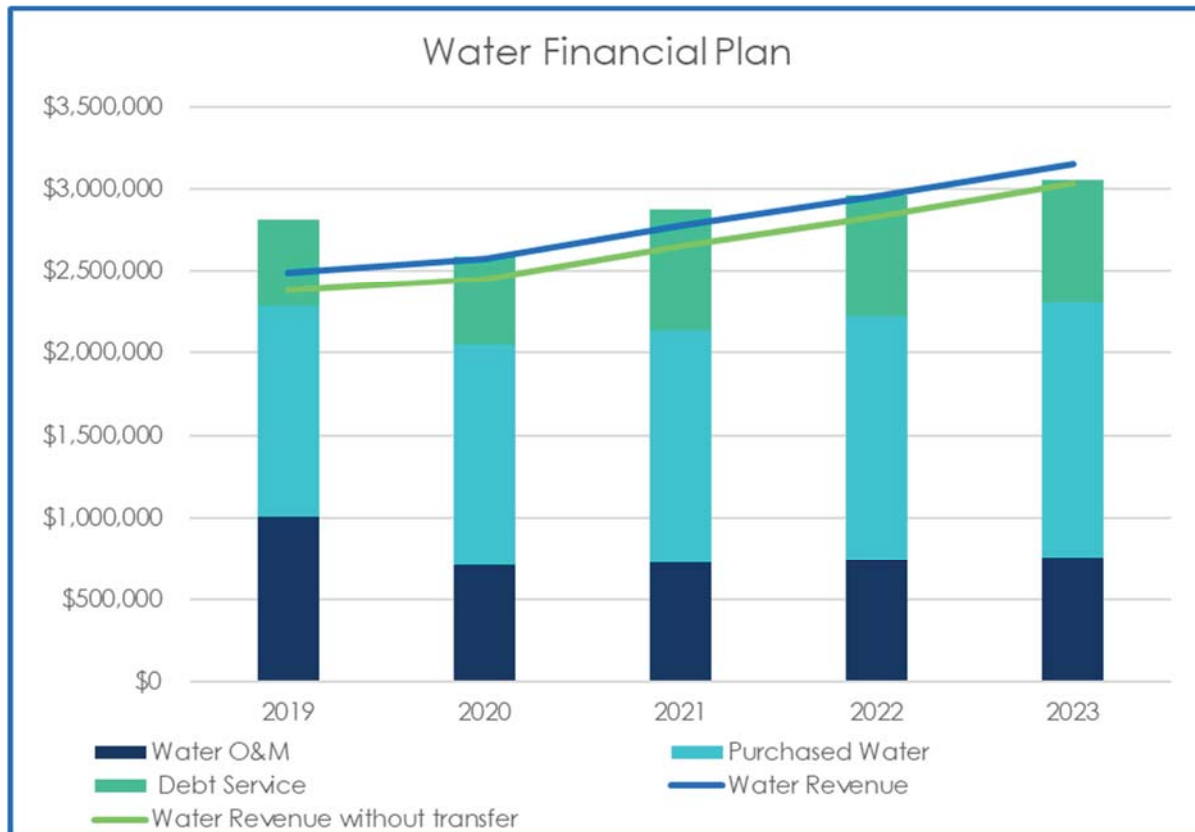
### Exhibit 7: Water Volumetric Rates

<b>Residential</b>							
		2018					
		Current					
	0-2,000 Gallons	\$ 0.50					
	2,0001-5,000 Gallons	\$ 2.70					
	5,001-10,000 Gallons	\$ 3.00					
	10,0001-15,000 Gallons	\$ 3.25					
	15,001-25,000 Gallons	\$ 3.50					
	25,000+ Gallons	\$ 4.25					
			2019	2020	2021	2022	2023
			Proposed	Proposed	Proposed	Proposed	Proposed
	0-2,000 gallons		\$ 1.10	\$ 1.10	\$ 1.18	\$ 1.26	\$ 1.35
	2,000-10,000 gallons		\$ 2.55	\$ 2.55	\$ 2.73	\$ 2.92	\$ 3.12
	>10,000 gallons		\$ 4.50	\$ 4.50	\$ 4.82	\$ 5.15	\$ 5.51
<b>Commercial</b>							
	All per 1,000 Gallons	\$ 6.30	\$ 7.06	\$ 7.06	\$ 7.55	\$ 8.08	\$ 8.64

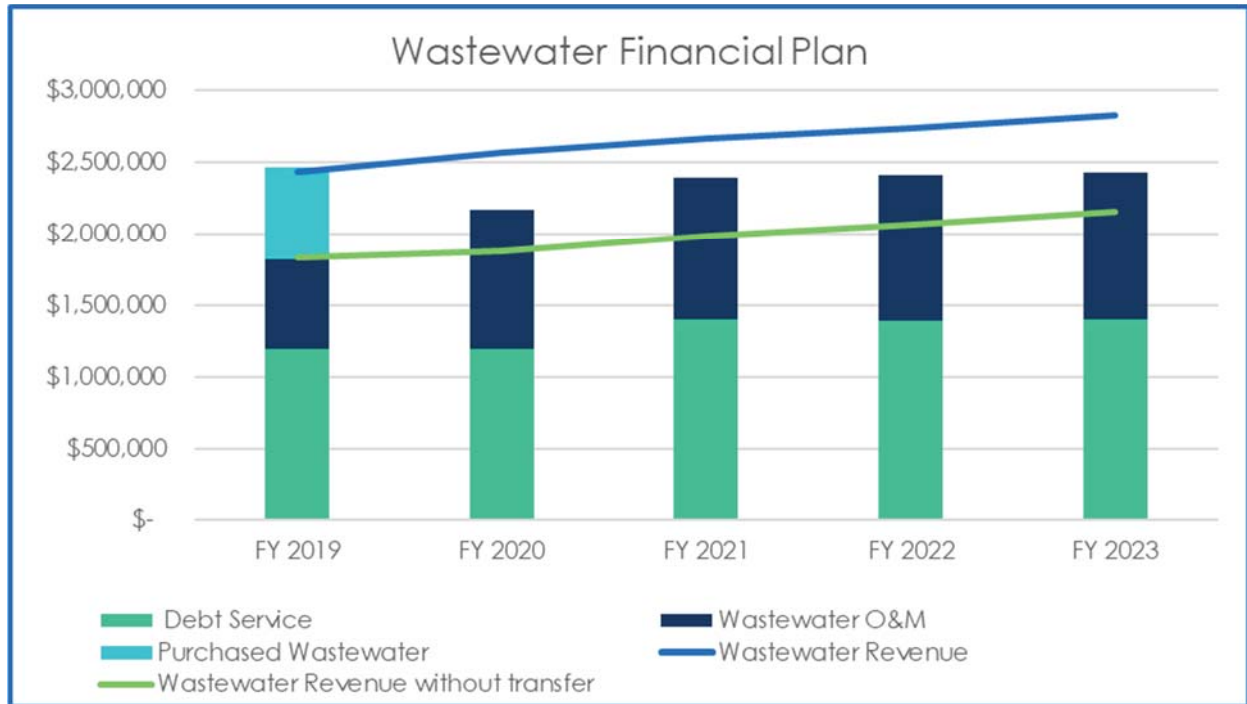
## 2.5. Results

With the proposed rate increases the water utility is projected to become more self-sufficient. Over the next couple of years, the Utility should closely observe their costs and demands. The ad valorem transfer does give the Utility financial assistance. When the wastewater treatment plant comes online, the Utility should experience a large drop in costs. If this does not occur, then the Utility may have to revisit these assumptions. The Utility is reliant on the ad valorem transfer, if this transfer decreases then the Utility may have to revisit these plans. The exhibits below show the performance of the Utility by division and at a combined level.

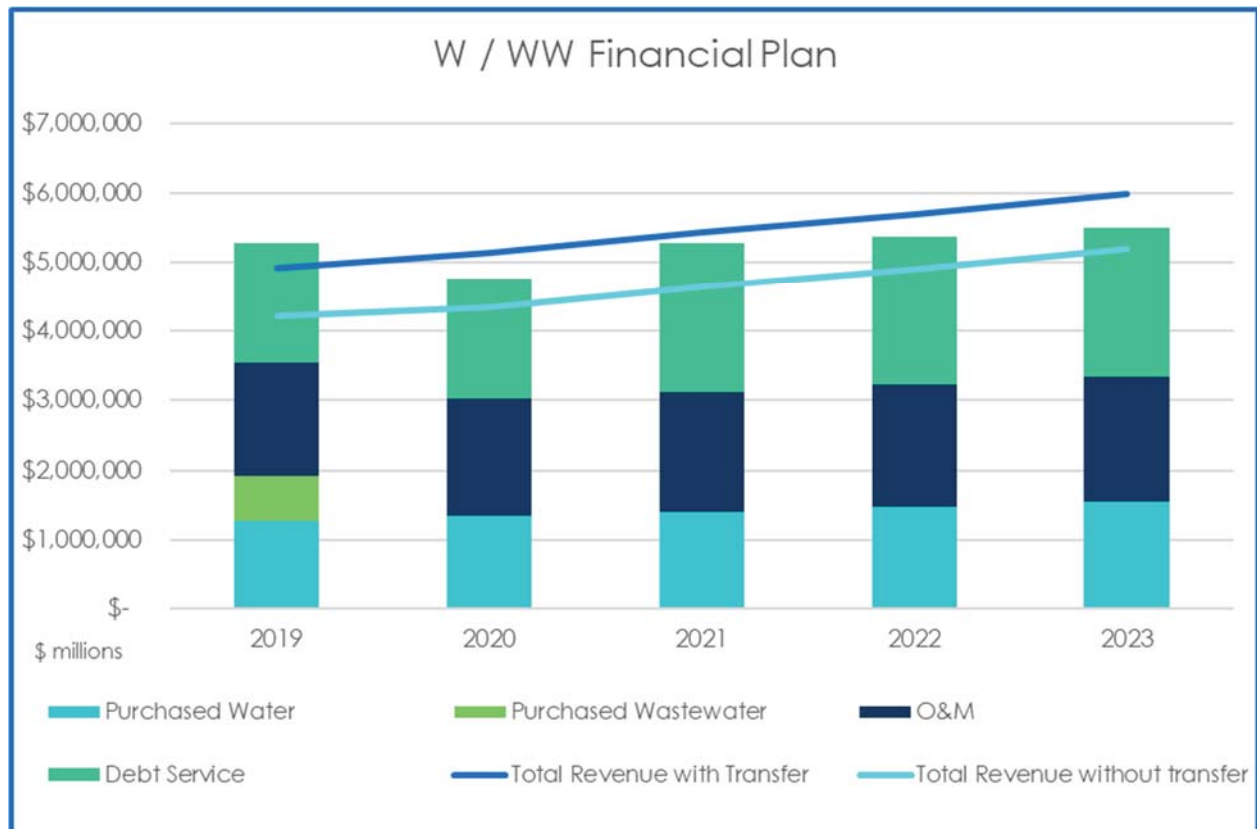
Exhibit 8 Water Financial Plan



**Exhibit 9 Wastewater Financial Plan**



**Exhibit 10 Combined Utility Financial Plan**





**CITY COUNCIL  
REGULAR SESSION MINUTES  
OCTOBER 3, 2018**

**DUE TO NO QUORUM PRESENT THE OCTOBER 3, 2018, CITY  
COUNCIL MEETING WAS NOT HELD – CANCELED**

**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 (Absent)  
Deja Hill, Place 5 (Absent)  
Todd Shaner, Place 6 (Absent)

**CITY STAFF:**

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

**REGULAR SESSION – 7:00 P.M.**

With no quorum present, the regular session of the Manor City Council was canceled by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, October 3, 2018, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

These minutes approved by the Manor City Council on the 17<sup>th</sup> day of October 2018.

**APPROVED:**

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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:** October 17, 2018

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

**DEPARTMENT:** Administration

---

**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

- 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

**PRESENTATION:** ☐ YES ☒ NO

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

September 2018 Departmental Reports

**STAFF RECOMMENDATION:**

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

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

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# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 10/17/2018

September 2018

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1606	1222	31.4↑	Patrol Car Rental Last Month \$2130.00 YTD \$28659.00
Average CFS per day	53.5	40.7	31.4↑	
Open Cases	31	22	40.9↑	
Charges Filed	43	40	7.5↑	
Alarm Responses	29	28	3.5↑	
Drug Cases	18	14	28.5↑	
Family Violence	10	1	900↑	
Arrests Fel/Misd	19Fel/Misd24	17Fel/23Misd	11.7Fel↑/4.3Misd↑	
Animal Control	32	44	27.2↓	
Traffic Accidents	23	33	30.3↓	
DWI Arrests	8	6	33.3↑	
Traffic Violations	564	457	23.4↑	
Impounds	154	DNA	DNA	
Victim Services cases	29	DNA	DNA	
Total Victims Served	38	DNA	DNA	
Ordinance Violations	19	17	11.7↑	
Seizures	DNA	DNA	DNA	
Laboratory Submissions	16	9	77.7↑	

Notes:

\*DNA- DATA NOT AVAILABLE

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

September 1-30, 2018

Description	Projects	Valuation	Fees	Detail
Commercial Sign	1	\$3,500.00	\$222.00	
Residential Electric	2	\$18,973.25	\$214.00	
Residential Irrigation	6	\$16,950.00	\$642.00	
Residential New	51	\$13,438,656.45	\$352,906.80	
Residential Plumbing	4	\$8,400.00	\$428.00	
Residential Swimming Pool/Spa	1	\$46,690.00	\$272.00	
Residential Accessory	1	\$3,000.00	\$105.00	
Totals	66	\$13,536,169.70	\$354,789.80	

Total Certificate of Occupancies Issued: 40

Total Inspections(Comm & Res): 821

*Tom Bolt, City Manager*

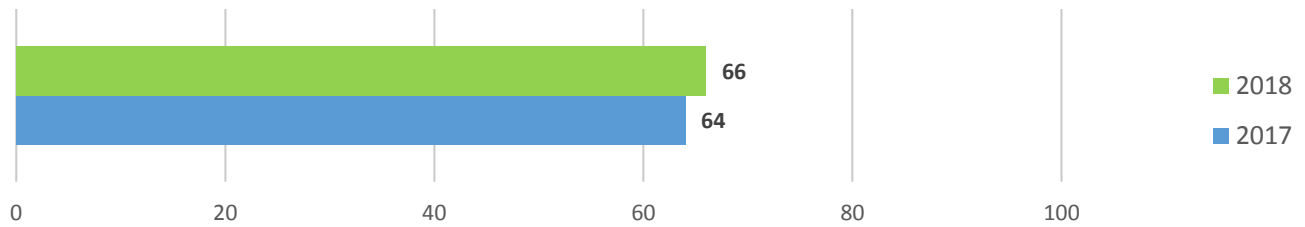




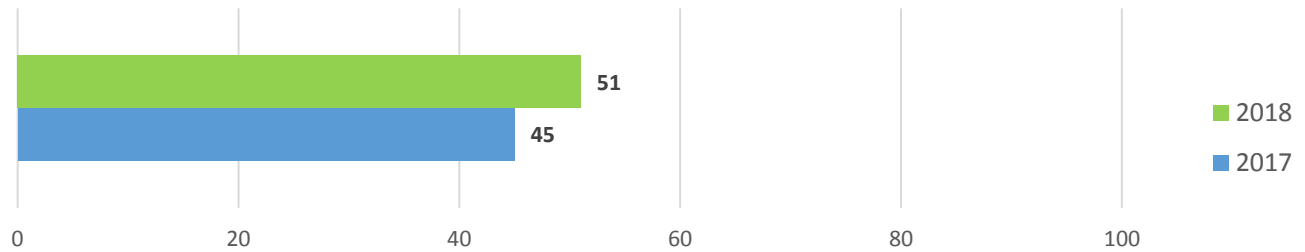
*September 2018*

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR

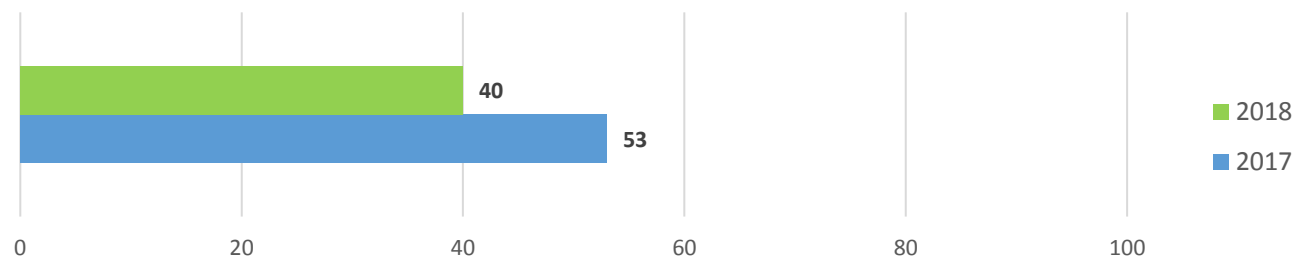
### PERMITS ISSUED



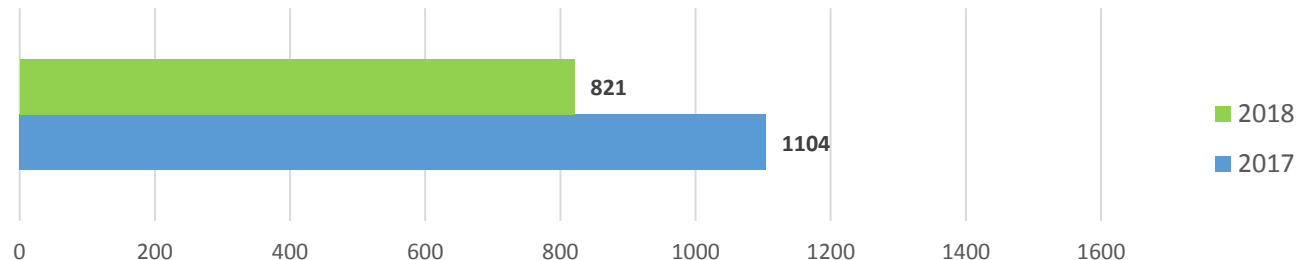
### RESIDENTIAL NEW PERMITS



### COs ISSUED



### INSPECTIONS

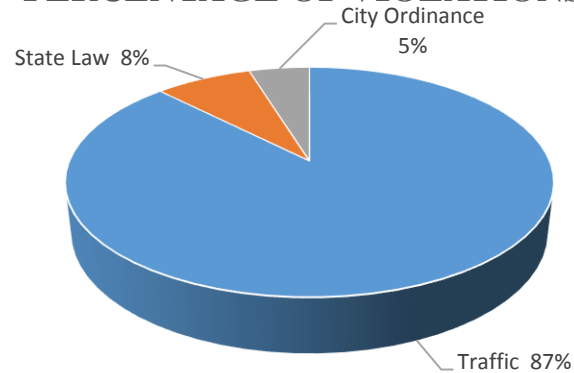


# City of Manor Municipal Court

## SEPTEMBER 2018

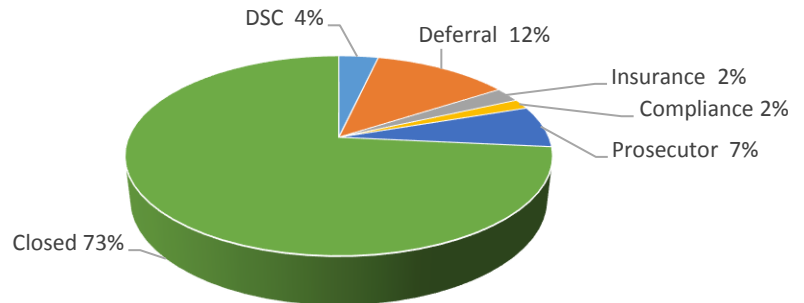
Violations Filed	Sep-18	Sep-17
Traffic	458	348
State Law	40	21
City Ord.	25	18
<b>Total</b>	<b>523</b>	<b>387</b>

PERCENTAGE OF VIOLATIONS



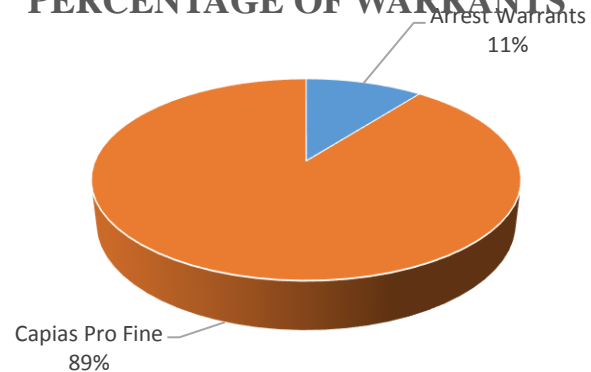
Dismissals	Sep-18	Sep-17
DSC	18	22
Deferral	62	31
Insurance	12	4
Compliance	8	15
Prosecutor	34	346
Closed	371	664
<b>Total</b>	<b>505</b>	<b>1082</b>

PERCENTAGE OF DISMISSALS



Warrants	Sep-18	Sep-17
Arrest Warrants	4	243
Capias Pro Fine	34	96
<b>Total</b>	<b>38</b>	<b>339</b>

PERCENTAGE OF WARRANTS



### Money Collected in September 2018

Kept By City	\$39,777.93
Kept By State	\$22,325.73
<b>Total</b>	<b>\$62,103.66</b>

### Money Collected in September 2017

Kept By City	\$46,216.39
Kept By State	\$24,395.79
<b>Total</b>	<b>\$70,612.18</b>



## **PUBLIC WORKS DEPARTMENT September Report**

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

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

### **Water and Wastewater Department**

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

### **Water Production & Purchase**

In the month of September, 9% of the water we supplied to our residents was from our wells, and we purchased 91% from EPCOR and Manville WSC. In September, the estimated population of residents in the City of Manor is 11,662. Estimated Population for ShadowGlen is 3,234 residents.

### **Subdivision Inspections**

- Street Inspections- 6
- Water Inspections- 4
- Wastewater Inspections- 7



## **Streets and Parks Monthly Report September 2018**

### **Daily Duties and Projects 9-1-2018/9-30-2018**

- **9/4/2018-** After the BBQ pit installation was complete at Jennie Lane Park, city staff installed multiple native plants around the pit to dress it up.
- **9/6/2018-** City staff began to correct a washout issue on Ring Drive in between Carriage Hills subdivision and Bell Farms. The sidewalk that connects the two subdivisions has been collapsed for some time due to a broken drainage pipe 6 feet down. City staff repaired the pipe and installed new fill back in.
- **9/6/2018-** City staff has continued to monitor Johnson Rd. where 30 tons of new asphalt was laid. They will continue to ensure the new asphalt holds and will remain crack free.
- **9/7/2018-** New trash cans were purchased for Jennie Lane Park. Treated wood came with the new trash cans so city staff put time aside to make sure all trash cans were sealed and stained for best results in the weather.
- **9/7/2018-** City staff built concrete pads at Jennie Lane Park so that the new trash cans can be bolted down and ensure they will not walk off.
- **9/10/2018-** City staff removed the irrigation clock at city hall and replaced it with a new and very efficient smart clock. The clock allows the staff to run all programs off their smart phone and monitor watering times straight from the phone. This has helped doing irrigation checks easier.
- **9/10/2018-** City staff has continued to create safer parks all around town. Greenbury Park was the last remaining park that had wood timbers to hold in the playground surfacing. As we know wood will not feel good if landed on, so all wood timbers were switched out the plastic bendable barriers that are used in all other parks. Greenbury HOA was very thankful for the change out and we were happy to make it happen.
- **9/11/2018-** Georgia cane that grows usually in drainage ditches or in hard to get places has been an issue for city staff. Carriage Hills ditch line in particular has been one of the most common areas for this cane. City went in and trimmed back as much as they could and will be applying herbicide to regulate growth on it for years to come.
- **9/11/2018-** This is the day the trashcans at Jennie Lane Park were finally installed. They turned out amazing and look great. Enjoy!
- **9/11/2018-** After the plastic timbers were installed in Greenbury Park, city staff ordered 10 yards of new playground surfacing. This will allow for a softer surfacing just in case of a fall. American standard for testing materials is the organization that governs the playgrounds and require to have at least 9 inches of playground surfacing depth.
- **9/12/2018-** This was a special day for the crew because now that the new pole barn is built and has already been moved into, this day was the day that all racks and shelves were going in. The crew installed 5 large racks, 3 shelves high and all material was moved into nice and neat. It looks amazing!



- **9/15/2018-** 2 employees put aside time to follow the mowing crew and spray every bit of what is typically weed eat and will now be sprayed with herbicides. This has to be repeated every 2 months, but it does help from weed eating these areas every 2 weeks. The mowing crew has a very busy schedule, so anything will help. Texas Department of Agriculture governs chemical applications made in the city, so city staff keep strict records of all applications made.
- **9/17/2018-** City staff has continued to repair trip hazards on sidewalks in Bell Farms subdivision. 6 areas were repaired in Bell Farms and will continue to monitor any other trip hazards.
- **9/18/2018-** As we all know grass does grow on streets. City staff has gone around most areas and spray herbicides on grass that has emerged through small cracks on the streets. After the vegetation has died, city staff will bring out the bobcat and scrape all grass off the streets.
- **9/18/2018-** Any unwanted trees that grow close to sidewalks or in the right of way will be cut down or trimmed. This was done on Burnet St. close to Parsons St.
- **9/19/2018-** Jennie Lane Park was needing an electrical upgrade. 5 additional circuits were added, and 2 new LED pole lights were installed in the middle of the park to ensure better safety.
- **9/24/2018-** E. Browning St. has been needing full repair for some time now. Happy to say the contracting crew has begun dirt work and base work on this day.
- **9/25/2018-** Liquid Concrete curb and sidewalk raising. This process is amazing process for multiple reasons. A contractor comes out and drills through curbs or sidewalks that have collapsed. If the concrete curb or sidewalks are still in good shape but just need leveling than this is the way to go. The city staff will than go after and level the asphalt to the curbs.
- **9/25/2018-** City staff will go around to all subdivisions to ensure there not any potholes that will damage cars. Always plenty to fill and fix.
- **9/26/2018-** Unfortunately vandalism happens here in there in our parks. City staff reinstalled the gazebo hand rail after being ripped out of the concrete.
- **9/26/2018-** City staff has continued to clean vacant areas the city owns. On the south side of the railroad tracks near Carrie Manor, the area was scraped with the backhoe and pushed a pile of trees and debris together. That pile will be removed once a roll-off is delivered. One more open area that will look maintained and safe.
- **9/28/2018-** City staff was asked if the city could change the water tower to blue for New Techs first ever homecoming. The water tower was set to blue and the school was very appreciative.

The City Water Tower will be set pink the entire month of October for Breast Cancer Awareness Month. 



### **Certifications and Classes**

Timothy Lackland on our Streets Department has taken all 4 exams for his CDL Class A license. All four written exams were passed, and he is awaiting his driving hours. Congrats to Timothy for studying hard and passing all of his exams.

### **Inspections/Warranties /New subdivision Walkthroughs and Pre-con meetings**

**ShadowGlen- New phases up and coming-** ShadowGlen 24A-24B/ ShadowGlen Phase 1, Section 9/ ShadowGlen 19B Phase 2.

ShadowGlen section 20 has passed inspection and will begin building homes shortly.

**Presidential Heights Phase 3&4-** All asphalt roads on Phase 3 are complete and awaiting final inspection walk-through. Phase 4 are on their final stages of dirt work and have now starting laying sidewalk and curb and gutter.

**Stonewater North Phase 1-** Stonewater North has begun breaking ground. There will be near 100 homes in this phase.

**Presidential Glen Phase 6 and 7-** Phase 6 is approaching the final stages of construction. Home builders are working on the last homes in this phase and should be complete by the end of September. Phase 7 has been accepted and ready for lumber to start going up. There will be over 100 homes in Phase 7.

**Lagos Phase 1-** Lagos ground work has all been completed and multiple homes are going up.

**Manor Commons-** Manor Commons is a very exciting edition to Manor. It will have an amazing park, commercial properties, and homes. The walking trail will be wide enough for 3 people to walk side by side and will meander on through plenty of beautiful cedar elms.





## Monthly Water Report September 2018

For the month of September, the Water Department had 41 service calls, 4 repair jobs, 14 maintenance jobs, 4 inspections, replaced 280 old meters with digital read meters in Bell Farms subdivision and flushed all dead-end mains.

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

### Repair Calls:

600 E. Parsons Manor Excel Highschool - Replaced a broken 2" ball valve by FZ,TM,CD 9-6-18.

810 N Caldwell St. 300 - Repaired a 1" water service break and replaced a broken meter shut off by JT,RM,CD 9-13-18.

ShadowGlen Golf Maintenance Barn - Replaced flange and gaskets on 2"-meter leak by FZ,CD,IS 9-25-18.

302 East Townes- Repaired a 6" A/C main break by FZ,CD,IS 9-25-18.

### Maintenance:

12010 Rip Rap St. - Set temporary meter for Ranger Construction meter id-45918545 read-9165 by RM,TM 9-4-18.

Wheeler St. from Lockhart to FM 973 - Locate utilities for paving improvements project by FZ,CD 9-4-18.

Lampasas St. from John F Nagle to Carrie Manor- Locate utilities for paving improvements project by FZ,CD 9-4-18.

East Browning from N. Lagrange to dead end- Locate utilities for paving improvements project by FZ,CD 9-4-18.

547 Llano St. City Water Department Office- Cleaned vacuum trailer and greased by TM,CD 9-6-18.

Clearwell- Changed cl2 bottle 150 lbs. by FZ,TM 9-7-18.

Brenntag- Ordered (6) 150 cl2 bottles for WWTP by JT 9-19-18.

Manor Excel School - Replaced and reset meter box.

310 W. Townes - Cleaned up around fire hydrant to make it more visible by FZ,IS 9-27-18.

300 W. Wheeler- Cleaned up around fire hydrant to make it more visible by FZ,IS 9-27-18.

300 W. Eggleston- Cleaned up around fire hydrant to make it more visible by FZ,IS 9-27-18.

300 Blk Boyce- Cleaned up around fire hydrant to make it more visible by FZ,IS 9-27-18.

300 W. Browning - Cleaned up around fire hydrant to make it more visible by FZ,IS 9-27-18.

### Inspections:

Presidential Heights Phase 3 - Checked valves, Fire hydrants and curb stops by JT,RM and CRU 9-4-18.

ShadowGlen Section 20 - Walk thru inspections by DNT,JT,AV.PG,BC 9-5-18.

Manor Commons SE Phase 1 - Received Bac T samples from Lowden Construction all came back good by JT 9-12-18.

Presidential Heights Phase 3 - Walk thru inspections with CRU,PG,AV by JT 9-21-18.



## **Wastewater Monthly Report September 2018**

For the month of September, the Wastewater Department had 9 service calls, 2 repair jobs, 12 maintenance jobs and 7 inspections.

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

### **Repairs:**

Bell Farms Lift Station – Replaced contacts on pump number 2 by JT 9-4-18.

12816 Door Bell- Excavated wastewater service line where city side meets customer side.

The city side was good. Notified customer that the break was on customer side by FZ,CD,TM 9-17-18.

### **Maintenance:**

Wild Horse Creek Lift Station-Cleaned grease and rags out of lift station by TM,CD 9-5-18.

WWTP Lift Station -Cleaned grease and rags out of lift station by TM,CD 9-5-18.

Carriage Hills Lift Station-Cleaned grease and rags out of lift station by TM,CD 9-5-18.

Presidential Glen Lift Station-Cleaned grease and rags out of lift station by RM 9-6-18.

WWTP - Changed cl2 bottle number 1 150 lbs. by JR,CD 9-6-18.

WWTP - High alarm for aeration at Wilbarger Plant by RM 9-9-18.

WWTP- Changed cl2 bottle number 2 150 lbs. by JR,RM 9-11-18.

WWTP- Changed cl2 bottle Number 1 150 lbs. by JR,CD 9-19-18.

400 BLK W. Parsons St. South Side - Cut shrubs and weed eat around manhole by CD,TM,IS 9-19-18.

Brenntag - Ordered 6 bottles for Wastewater Treatment Plant delivered on 9-24-18 by JT.

Bell Farms and Wildhorse Creek Lift Stations - Brenntag delivered 300-gallon totes of hydrogen peroxide

for lift stations by JT,FZ 9-26-18.

WWTP- High sand filter alarm - reset sand filter bridge all ok by RM 9-28-18.

### **Inspections:**

ShadowGlen Section 20 - Walk thru inspection by DNT,JT,AV.PG,BC 9-5-18.

Presidential Heights Phase 4 - Pulled mandrels with CRU construction by RM 9-13-18.

ShadowGlen 24A/24B - Wastewater main by JL Gray by JT,RM 9-17-18 to 9-21-18.

Stonewater North Phase 1 -Wastewater main by Liberty Civil by JT,RM 9-17-18 to 9-21-18.

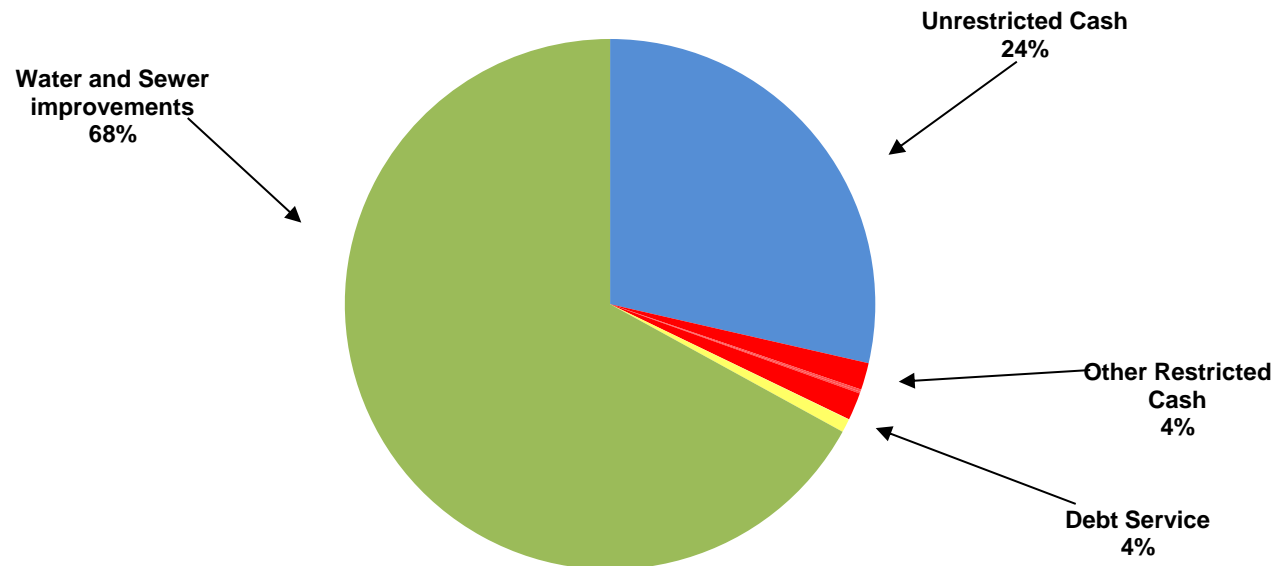
Presidential Heights Phase 3 - Walk thru inspection with CRU,PG,AV by JT 9-21-18.

Stonewater North Phase 1 -Wastewater main by Liberty Civil by JT,RM 9-24-18 to 9-28-18.

ShadowGlen 24A/24B - Wastewater main by JL Gray by JT,RM 9-24-18 to 9-28-18.

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

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
<b>CASH AND INVESTMENTS</b>						
Unrestricted:						
<b>Cash for operations</b>	\$ 2,873,495	\$ 6,813,165			\$ -	\$ 9,686,659
Restricted:						
<b>Tourism</b>				556,492		556,492
<b>Court security and technology</b>	46,258					46,258
<b>Rose Hill PID</b>				38,156		38,156
<b>Customer Deposits</b>		569,945				569,945
<b>Park</b>	8,647					8,647
<b>Debt service</b>			276,437			276,437
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		15,744,919		6,971,730		22,716,649
<b>TOTAL CASH AND INVESTMENTS</b>	<u><u>\$ 2,928,400</u></u>	<u><u>\$ 23,128,029</u></u>	<u><u>\$ 276,437</u></u>	<u><u>\$ 7,566,378</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 33,899,244</u></u>



**Overview of funds:**

\$ \$91,941.82 sales tax collected  
 GF is in a favorable status.  
 UF is in a favorable status  
 DSF is in a favorable status  
 CIP Fund is in a favorable status



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 17, 2018

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

**DEPARTMENT:** Human Resources

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on an agreement between FastMed Urgent Care and the City of Manor for employee screenings.

**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 between FastMed Urgent Care and the City of Manor for employee screenings.

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

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This Agreement is between \_\_\_\_\_ (“Employer”) and FastMed Urgent Care, PC  
 (“FastMed”) and is effective \_\_\_\_\_.

FastMed agrees to arrange the provision of the following services (“Services”) to the persons Employer refers to FastMed’s urgent care centers at the following rates:

<b><u>Service</u></b>	<b><u>Price</u></b>
Federal Drug Screen	51.0
Annual Physical	60.0
BAT	47.0
DOT Physical	98.0
Hep B Titer	70.0
MMR TITER	90.0
Non-Federal Drug Screen	51.0
TB Skin Test	39.0

FastMed agrees that the Services will be provided in a professional, high quality and cost effective manner. Employer agrees to make good faith efforts to refer its employees and prospective employees who require such Services to one or more of FastMed’s urgent care centers. FastMed will arrange the provision of other care, for example treatment for appropriate work-related injuries, at its standard rates or as mutually agreed to by the parties.

FastMed’s charges will be billed to Employer on or about the fifth of the month following the month in which charges are incurred. Invoices will be mailed to the address provided by Employer. Employer will pay all charges reflected on an invoice within 30 days of its receipt.

The term of this Agreement will be one year, and will automatically renew for additional years unless either party gives written notice of non- renewal at least ninety days prior to the end of the term. FastMed may terminate this Agreement for cause, including, but not limited to, for non-payment of invoices, upon written notice and a 30 day cure period, and may also pursue all other available legal remedies against Employer.

This Agreement shall be amended by FastMed by providing Employer with written notice of such amendment if Employer fails to object within thirty days of its receipt. Notwithstanding this, FastMed will not change the prices included herein within the first year of the Agreement.

Agreed to by the parties:

\_\_\_\_\_  
 FastMed Urgent Care, PC

\_\_\_\_\_  
 Employer



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the second and final reading of a Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. Applicant: Kimley-Horn Associates. Owner: Dwyer Realty Companies

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### BACKGROUND/SUMMARY:

This amendment adds Phase 5 to the PUD. Phase 5 is 40 single family lots, 12.8 acres of open space and 5 acres of commercial. It also makes adjustments to be consistent with the already approved concept plan. Those adjustments are defining village clusters so they can be attached or detached (maintains 10 per acre limit), removes TxDOT ROW dedication because the realigned 973 will no longer go through the site, and adds a collector street connection in that had to be removed when the Wildhorse Connector was proposed to be the realigned 973 and the turning geometrics didn't work. Today is the second and final reading, the first reading was held on the September 19, 2018, City Council meeting.

Planning Commission recommended approval 4-0

PRESENTATION: ☐ YES ☒ NO

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

PUD plan

Letter of Intent

Engineer Comments/Approval Letter

Notice Letter

Mailing Labels

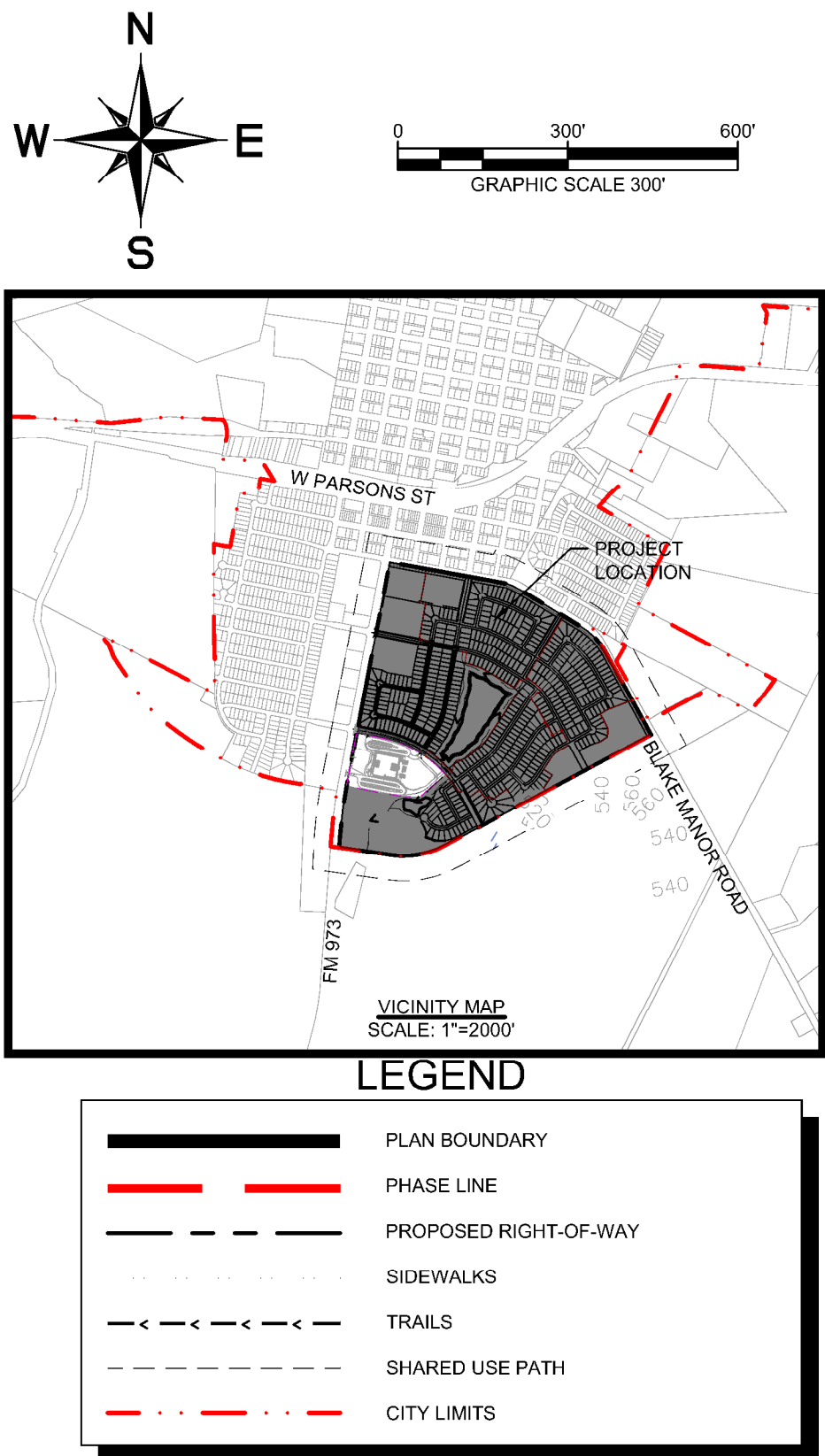
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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of a Preliminary Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas.

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





## 1. APPROVED LAND USES

- | LAND USE                          | ORIGINAL PUD<br>ACREAGE | AMENDMENT | TOTAL<br>ACREAGE | PERCENTAGE OF TOTAL ACREAGE |
|-----------------------------------|-------------------------|-----------|------------------|-----------------------------|
| SINGLE-FAMILY RESIDENTIAL (R-2)   | 95.4                    | 8.6       | 104.0            | 60.11%                      |
| VILLAGE CLUSTER RESIDENTIAL (R-3) | 13.0                    | -0.6      | 12.4             | 7.15%                       |
| COMMERCIAL (C-1 AND C-2)          | 13.8                    | 5.0       | 18.8             | 10.85%                      |
| OPEN SPACE (OS)                   | 14.2                    | 12.8      | 27.0             | 15.58%                      |
| MAJOR ROADWAYS                    | 9.8                     | 1.1       | 10.9             | 6.31%                       |
| TOTAL                             | 146.2                   | 26.9      | 173.1            | 100.00%                     |

NOTE: SINGLE-FAMILY DEVELOPMENT WILL FOLLOW SETBACK AND HEIGHT GUIDELINES FOR THE R-2 ZONING DISTRICT, BUT WILL ALLOW FOR A MINIMUM LOT SIZE OF 6,000 SQUARE FEET FOR A PORTION OF THE DEVELOPMENT.

4. PARKING

OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

NOTE: MINIMUM LANDSCAPING REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY, DWELLING, OR A MANUFACTURED HOME, SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE. RESIDENTIAL STRUCTURES ON REVERSE FRONTAGE LOTS SHALL ALSO BE REQUIRED TO SCREEN THE REAR OF THE STRUCTURE FROM THE ABUTTING HIGHWAY, ACCESS ROAD, OR OTHER PUBLIC RIGHT-OF-WAYS.

THE CITY OF CHANDLER ASSUMES THE PUBLIC RIGHT-OF-WAY SHALL NOT BE CREDITED TO THE MINIMUM LANDSCAPING REQUIREMENTS BY THIS SECTION UNLESS THE DEVELOPER AND THE CITY NEGOTIATE A LICENSE AGREEMENT BY WHICH THE DEVELOPER ASSUMES THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL LANDSCAPING LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.

PARKLAND			
PARKLAND			
LAND USE	ORIGINAL PUD AREA (AC)	ADDMENDMENT	TOTAL
TOTAL AREA OF DEVELOPMENT	146.2	27.1	173.3
REQUIRED PARKLAND (5% OF TOTAL AREA)	7.3	1.4	8.7
PROPOSED PARKLAND OUTSIDE FLOODPLAIN	14.2	12.8	27.0
PROPOSED PARKLAND WITHIN FLOODPLAIN	0	0	0
EXCESS OF REQUIRED PARKLAND	6.9	11.4	18.3

## ESTIMATED LAND USE TABLE FOR PRELIMINARY TRAFFIC IMPACT

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY: \_\_\_\_\_  
WILLIAM MYERS, CHAIRPERSON

1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF TREES, SPECIES, HEIGHT, DBH, AND CANOPY SPREAD FOR TREES THAT ARE LARGER AND TREES BETWEEN 8 AND 18 INCHES IN CALIPER TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH THE PLAT.
3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, SHALL BE SUBMITTED WITH THE CONSTRUCTION PERMIT.
4. SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 50% PER LOT/ACRE INCH WITH AN EQUIVALENT SPECIES AND SIZE MINIMUM. REPLACEMENT TREES SHALL BE REPLACED AT THE RATIOS DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
5. THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE LAND PLAN THAT ARE PERMITTED TO BE SET BACK MINIMUM 10 FEET FROM THE FRONT LOT LINE), FRONT SETBACK AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS, AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS IN THE CITY OF THE LAND AND THE OUTLINES OF THE CITY OF THE CITY OR AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
6. THE CITY SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
7. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND ARE REQUIRED TO BE CONSIDERED TO BE A STREET FRONT.
8. THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE PROJECT. PRIOR TO THE APPROVAL OF THE FINAL PLAT, A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO FINAL APPROVAL OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED PRIOR TO THE REVIEW OF THE PROJECT FOR THE CITY'S REVIEW TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER PRIOR TO THE REVIEW OF THE PROJECT FOR THE CITY'S REVIEW. UNLESS OTHERWISE COMPLETED THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.

	ORIGINAL PUD ACRES	AMENDMENT ACRES	TOTAL ACRES	NO. LOTS	AMENDMENT NO. LOTS	ORIGINAL PUD LUE'S	AMENDMENT LUE'S	TOTAL LUE'S
<b>LAND USE</b>								
SINGLE FAMILY (50 LOT WIDTH)	70.3	8.6	79.0	341	39	341	39	380
SINGLE FAMILY (60 LOT WIDTH)	25.1	-	-	100	-	-	-	100
VILLAGE CLUSTERS	13	-0.6	12.4	3	-6	130*	-6	124*
<b>COMMERCIAL</b>	13.8	5.0	18.8	4	1	118**	43**	161**
PARKING/OPEN SPACE	14.2	12.8	27.0	-	1	2**	2**	4**
MAJOR ROADS	9.8	1.1	10.9	-	-	691	-	691
<b>TOTALS</b>	<b>146.2</b>	<b>26.9</b>	<b>173.2</b>			<b>2001</b>	<b>78</b>	<b>769</b>

NOTE: THESE VALUES ARE INTENDED FOR PRELIMINARY ANALYSIS ONLY  
AND MAY VARY FROM VALUES PROVIDED IN THE FINAL SITE DESIGN.

A. AUTOMOBILE REPAIR (MINOR), NEIGHBORHOOD AUTOMOBILE SERVICE STATION, GASOLINE STATION (FULL SERVICE), FILLING OR RETAIL SERVICE STATION AND GARAGE (COMMERCIAL),  
B. CARS, VANS, TRUCKS, MOTORCYCLES, AND OTHERS (OUTDOOR)  
C. BANKS, SAVINGS, AND LOANS, CREDIT UNIONS AND FINANCIAL SERVICES.  
D. BAR, NIGHTCLUB, PRIVATE CLUB, DANCE HALL AND SOCIAL CLUB.  
E. F. NIGHTCLUB, PREVIOUSLY DANCE HALL AND SOCIAL CLUB WITH ALCOHOLIC BEVERAGE SALES (WITH CONDITIONAL USE PERMIT)  
F. BUSINESS AND COMMERCIAL SCHOOLS.  
G. CEMETERY WITH CONDITIONAL USE PERMIT  
H. I. CONVENIENCE STORES, RETAIL FOOD STORE, GROCERY STORES AND SUPERMARKETS (NOT INCLUDING GASOLINE OR ALCOHOL SALES).  
J. CONVENIENCE STORES, RETAIL FOOD STORE, GROCERY STORES AND SUPERMARKETS (INCLUDING GASOLINE OR ALCOHOL SALES)  
K. HOTELS, TOURIST HOMES, AND MOTELS  
L. MANUFACTURING HOUSING SALES AND SERVICE  
M. PACKAGING OF HONEY, HERBS, SPICES AND PEPPERS PROVIDED IN THE REGION; LIMITED TO SMALL BUSINESS OPERATIONS HAVING LESS THAN FIVE THOUSAND (5,000) SQUARE FEET OF ENCLOSED BUILDING AREA AND NOT MORE THAN FIVE (5) EMPLOYEES ON SITE  
N. PERSONAL SERVICE USES INCLUDING BARBER SHOPS, BEAUTY PARLORS, PHOTOGRAPHIC OR ARTS STUDIOS, MESSENGERS, NEWSPAPER OR TELEGRAPHIC AGENCIES, DRY CLEANING AND PRESSING SERVICES, DRUG STORES, FISH MARKET, SHOE REPAIRING, REPAIR OF HOUSEHOLD APPLIANCES, ELECTRONICS AND BICYCLES, CATERING AND OTHER PERSONAL SERVICE USES OF SIMILAR CHARACTER.  
O. PUBLIC UTILITIES SUBSTATIONS  
P. RESTAURANT, CAFE OR CAFETERIA, DRIVE-IN EATING ESTABLISHMENT (NO ALCOHOLIC BEVERAGE SALES).  
Q. RESTAURANT, CAFE OR CAFETERIA, DRIVE-IN EATING ESTABLISHMENT WITH ALCOHOLIC BEVERAGE SALES (WITH CONDITIONAL USE PERMIT)  
R. TELEPHONIC EXCHANGE, POSTAL FACILITIES AND COMMUNICATION SERVICE.  
S. VETERINARY SERVICES AND HOSPITAL.  
T. USES AS DETERMINED BY THE COMMISSION AND COUNCIL, WHICH ARE CLOSELY RELATED AND OF SUCH A NATURE THAT THEY ARE NOT LIKELY TO CREATE ANY MORE OFFENSIVE NOISE, VIBRATION, DUST, HEAT, SMOKE, ODOR, GLARE, OR OTHER OBJECTIONABLE INFLUENCES THAN THE MINIMUM AMOUNT NORMALLY RESULTING FROM LISTED USES PERMITTED, SUCH AS PERMITTED USES OF SMALL SCALE INDUSTRIES THAT STORE AND DISTRIBUTE GOODS AND MATERIALS, AND ARE IN GENERAL DEPENDENT ON RAW MATERIALS REFINED ELSEWHERE.

A. AIR CONDITION AND HEATING SALES AND SERVICES.

B. AMUSEMENT (INDOOR).

C. AMUSEMENT (OUTDOOR) AND SWIMMING POOL (COMMERCIAL).

D. APARTMENT HOTEL, ASSISTED RETIREMENT LIVING, BOARDING HOUSE, BED & BREAKFAST, CONVALESCENT HOME, FAMILY HOME, HOME FOR THE AGED AND GROUP DAY CARE.

E. AUTO SALES FACILITY.

F. BAKERIES WITH GOODS AND PRIMARILY PREPARED FOR IN-STORE RETAIL SALES ON SITE.

G. BONDED WAREHOUSE AND LOCAL WHOLESALE DISTRIBUTORS.

H. CARPENTRY, PAINTED, PLUMBING OR TINSMITH SHOP.

I. CHILD CARE CENTER (SMALL, INTERMEDIATE AND LARGE) AND CHILD DEVELOPMENT FACILITIES.

J. CLEANING OR LAUNDRY SELF-SERVICE SHOP AND CLEANING SHOP OR LAUNDRY (SMALL).

K. LINEN AND SAFETY SERVICES.

L. CONVENIENCE STORES, GROCERY STORES AND SUPERMARKETS (INCLUDING THE SALE OF ALCOHOLIC BEVERAGES AND/OR GASOLINE).

M. CULTURAL SERVICES AND COMMUNITY CENTER (PUBLIC AND PRIVATE).

N. DAY CAMP.

O. DRIVE-IN THEATERS.

P. DANCING AND MUSIC ACADEMIES.

Q. FARM IMPLEMENT DISPLAY AND SALES ROOM.

R. FARMS OR TRUCK GARDENS, LIMITED TO THE PROPAGATION AND CULTIVATION OF PLANTS; PROVIDED THAT NO POLTRY OR LIVESTOCK OTHER THAN HOUSEHOLD PETS SHALL BE HOUSED WITHIN FIFTY (50) FEET OF ANY PROPERTY LINE.

S. FLOREST SHOPS, GREENHOUSES AND NURSERIES WITH OUTDOOR SERVICE AND DISPLAY.

T. FROZEN FOOD LOCKERS AND COLD STORAGE PLANT.

U. GOLF COURSE (COMMERCIAL), PLAYFIELD OR STADIUM (PUBLIC).

V. HEAVY MACHINERY SALES, STORAGE AND SERVICE.

W. HOSPITAL SERVICES, I HOSPITAL (ACUTE AND CHRONIC CARE), SANITARIUMS, NURSING HOMES, I HOSPICE AND HOME FOR THE AGED.

X. LUMBER YARDS AND BUILDING MATERIALS STORAGE YARDS.

Y. MILK AND BREAD DISTRIBUTING STATIONS.

Z. MINI STORAGE WAREHOUSE AND STORAGE GARAGE.

AA. PARKING LOTS AND COMMERCIAL GARAGE.

AB. RADIO AND TELEVISION BROADCASTING STATIONS AND RADIOS, EXCLUDING BROADCASTING TOWERS.

AC. SALE OF NEW AUTOMOBILE PARTS.

AD. SHOPPING CENTER.

AE. HELIPORT.

AF. TAXI CAB STATIONS.

AG. TRAILER CAMP OR PARK.

AH. TRUCK STOP.

AI. UPHOLSTERING SHOPS.

AJ. USES AS DETERMINED BY THE COMMISSION AND THE COUNCIL WHICH ARE CLOSELY RELATED AND SIMILAR TO THOSE LISTED AND THAT ARE NOT LIKELY TO CREATE ANY MORE OFFENSIVE NOISE, VIBRATION, DUST, HEAT, SMOKE, ODOR, GLARE, OR OTHER OBJECTIONABLE INFLUENCES THAN THE MINIMUM AMOUNT NORMALLY ASSOCIATED WITH THE USES DESCRIBED, SUCH PERMITTED USES BEING GENERALLY RETAIL TRADE SERVICE INDUSTRIES THAT STORE AND DISTRIBUTE GOODS AND MATERIALS, AND ARE IN GENERAL DEPENDANT ON RAW MATERIALS REFINED ELSEWHERE.

AK. WHOLESALE SALES ESTABLISHMENTS AND WAREHOUSES.

AL. WHOLESALE BAKERIES.

AM. WOOD YARD.



**Kimley»»Horn**  
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759  
PHONE: 512-418-1771 FAX: 512-418-1791  
[WWW.KIMLEY-HORN.COM](http://WWW.KIMLEY-HORN.COM)



April 17, 2018

City of Manor  
Attn: Scott Dunlop  
505 Barton Springs Road  
Austin, Texas 78704

**Re:    *Lagos Master Planned Community  
Amended Planned Unit Development – Letter of Intent  
SE corner of FM 973 and Blake Manor Road  
Manor, Texas 78653***

To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed amended Lagos Master Planned Community is located at the southeast corner of FM 973 and Blake Manor Road in Manor, Texas and Travis County. The existing property is approximately 700 undeveloped acres. The site consists of approximately 173 acres within the City of Manor's jurisdiction. The amendment includes the following:

- Inclusion of Phase V based on pending annexation;
- Minor note revisions;
- Removal of TXDOT Right-of-Way located on Tract A-10 (Future FM 973 no longer bisects Lagos Development);
- Inclusion of Collector Street (70' ROW) between Tracts A-9 & A-10 (As discussed at meeting with City of Manor on 4/17/18).

Per discussions with the City, the Final Site Plan will be submitted as both the Preliminary and Final Site Plan and will go to Council and Planning & Zoning concurrently as one submittal.

If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Robert J. Smith, P.E.  
Senior Project Manager





Date: Friday, June 8, 2018

Rob Smith  
Kimley-Horn  
10814 Jollyville Rd  
Austin TX 78759  
rob.smith@kimley-horn.com

Permit Number 2018-P-1121-ZO  
Job Address: Lagos PUD Amendment, Manor, TX. 78653

Dear Rob Smith,

The first submittal of the Lagos PUD Amendment - Phase 5 (*Zoning Request*) submitted by Kimley-Horn and received on May 17, 2018, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185.

#### **Engineer Review**

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

1. Sidewalk should be shown along FM 973 in front of Lagos Elementary to connect Phase I sidewalk to Phase V sidewalk.

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

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

Thank you,

A handwritten signature in blue ink, reading "Pauline M. Gray".

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

June 13, 2018

Jay Engineering Company, Inc.  
Attn: Pauline Gray, P.E.  
P.O. Box 1220  
Leander, TX 78646

**Re: Permit Number 2018-P-1121-ZO  
Lagos PUD Amendment, Manor TX, 78653**

Dear Ms. Gray:

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided on June 8, 2018. The original comments have been included below for reference.

1. Sidewalk should be shown along FM 973 in front of Lagos Elementary to connect Phase I sidewalk to Phase V sidewalk.

**RESPONSE: Sidewalk has been added along FM 973 fronting Lagos Elementary School, connecting Phase I to Phase V.**

Additionally, please note that Phase V has been reduced from 40 lots to 39 lots along with a minor revision in the roadway layout.

If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Robert J. Smith, P.E.  
Senior Project Manager

June 13, 2018

Mr. Tom Bolt  
Director of Development Services/City Manager  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: Second Review for  
Lagos PUD Amendment Preliminary Site Plan  
City of Manor, Texas

Dear Mr. Bolt:

The second submittal of the Lagos PUD Amendment Preliminary Site Plan prepared by Kimley-Horn and Associates and delivered to our office on June 13, 2018, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plan appears to be in general compliance with City Ordinance requirements and we therefore take no exception to its approval as presented.

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

Please call if you have any questions or need additional information.

Sincerely,



Pauline M. Gray, P.E.  
PMG/s

Copy: Robert J. Smith, P.E., Kimley-Horn and Associates  
Scott Dunlop, City of Manor



August 20, 2018

RE: Lagos Planned Unit Development Amendment

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting a public hearing to consider an amendment to the Planned Unit Development for the Lagos Master Planned Community located at N. FM 973 (S. Lexington Street) and Brenham Street. and being more fully described in the attached map. 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 upon a Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and the Calvin Barker Survey No. 38 and being located at N. FM 973 and Brenham Street, Manor, Travis County, Texas.**

Proposed Amendments:

1. Inclusion of Phase 5 - 40 single-family lots, 12.8 acres open space, 5 acres commercial
2. Village Cluster units (10 per acre) can either be detached or attached
3. Removal of TxDOT right-of-way dedication
4. Inclusion of additional collector street connection

The Planning and Zoning Commission will convene at 6:30PM on September 12, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 19, 2018 AND October 3, 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

MAILING ADDRESS

PROPERTY OWNER NAME(S)  
STREET ADDRESS  
ROAD  
CITY/STATE/ZIP

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

ISHIV INVESTMENTS LLC  
BLAKE MANOR ROAD  
4526 LAGO VIENTO  
AUSTIN, TX 78734

THERMAL MECHANICAL CONTRACTORS  
BLAKE MANOR ROAD  
PO BOX 646  
MANOR, TX 78653

MANOR 973 LLC  
BLAKE MANOR ROAD  
4215 LAGO VIENTO  
AUSTIN, TX 78734

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

JUAN F MARIN ESQUIVEL & DIANA N  
ZUNIGA TOBIAS  
BURTON STREET  
PO BOX 1225  
MANOR, TX 78653

OTHA B & VELMA L SMITH  
BURTON STREET  
10605 WENTWORTH DR  
ROWLETT, TX 75089

JOSE I GUTIERREZ  
BURTON STREET  
2501 LANSBURY DR  
AUSTIN, TX 78723

CATARINO M TORALES & ALVELETICIA  
RIVERA  
BURTON STREET  
PO BOX 408  
MANOR, TX 78653

MABEL JONES C/O MARY LEE MORE  
BRENHAM STREET  
530 KIRTRIGHT ST  
SAN DIEGO, CA 92114

SEPECO  
BRENHAM STREET  
PO BOX 170309  
AUSTIN, TX 78717

SEPECO  
BRENHAM STREET  
PO BOX 170309  
AUSTIN, TX 78717

MARY A FABIAN & JOE A PEREZ  
BRENHAM STREET  
PO BOX 534  
MANOR, TX 78653

IRAIIS HUERTA MARTINEZ  
BRENHAM STREET  
5005 BLUE SPRUCE CIRCLE B UNIT 1  
AUSTIN, TX 78723

KARIL SUE EVANS  
BURTON STREET  
1407 MARCUS PLACE  
AUSTIN, TX 78721

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

PAUL VILLALOBOS  
BURTON STREET  
PO BOX 971  
MANOR, TX 78653

ROGER F. WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

ROGER F. WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

ROGER WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

ROGER F. WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

PAUL VILLALOBOS  
BURTON STREET  
PO BOX 971  
MANOR, TX 78653

CAMILLA ETAL  
BURTON STREET  
3801 WICHITA STREET  
HOUSTON, TX 77004

ENEDINA LEDESMA  
S BURNETT STREET  
PO BOX 114  
MANOR, TX 78653



GLENN & RUTH SAULS  
BURTON STREET  
206 BURTON STREET N  
MANOR, TX 78653

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

MARTIN & MARIA CASTILLO  
BRENHAM STREET  
PO BOX 453  
MANOR, TX 78653

ANALILIA ESQUIVEL HERRERA  
BRENHAM STREET  
5806 JFK DRIVE  
AUSTIN, TX 78724

JESSIE H WILLIAMS  
BURNET STREET  
310 S BURNET STREET  
MANOR, TX 78653

GILDON CREEK BAPTIST CHURCH  
BURTON STREET  
PO BOX 856  
MANOR, TX 78653

JAMES JOYNER ESTATE  
BURTON STREET  
5101 HEFLIN LANE  
AUSTIN, TX 78721

MOLLY G REYES  
SAN MARCOS STREET  
PO BOX 2  
MANORM, TX 78653

JOSE LUIS JUAREZ  
BRENHAM STREET  
116 CHRISTENSEN ROAD  
ELGIN, TX 78621

MARIA REBECA VERA  
BRENHAM STREET  
18100 MAXA DRIVE  
MANOR, TX 78653

TANCOR LLC  
BRENHAM STREET  
9009 FAIRWAY HILL DRIVE  
AUSTIN, TX 78750

RUBEN CORONADO  
BRENHAM STREET  
209 MALDONADO TRAIL  
DEL VALLE, TX 78617

GILDON CREEK FIRST BAPTIST CHURCH  
BURTON STREET  
PO BOX 856  
MANOR, TX 78653

LITTLE ZION BAPTIST CHURCH  
BURTON STREET  
3102 REXFORD DRIVE  
AUSTIN, TX 78723

LITTLE ZION BAPTIST CHURCH  
BURTON STREET  
406 EAST BURTON STREET  
MANOR, TX 78653

JOSEPH A STERNS & LIFE ESTATE  
BLAKE MANOR ROAD  
11303 TEDFORD STREET  
AUSTIN, TX 78753

JOSEPH A STERNS & LIFE ESTATE  
BLAKE MANOR ROAD  
11303 TEDFORD STREET  
AUSTIN, TX 78753

FIRST BAPTIST CHURCH  
BRENHAM STREET  
PO BOX 184  
MANOR, TX 78653

JOSE TOBIAS NERI  
BURTON STREET  
502 BURTON STREET  
MANOR, TX 78653

CATHERINE KLAUSE  
BURTON STREET  
PO BOX 805  
MANOR, TX 78653

VICTOR AND SHEILA EGBUONYE  
BURTON STREET  
11613 PILLION PLACE  
MANOR, TX 78653

VICTOR AND SHEILA EGBUONYE  
BLAKE MANOR ROAD  
11613 PILLION PLACE  
MANOR, TX 78653

RUDOLFO MOSES REYES  
BLAKE MANOR ROAD  
PO BOX 123  
MANOR, TX 78653

RUDOLFO MOSES REYES  
BLAKE MANOR ROAD  
17411 BLAKE MANOR ROAD  
MANOR, TX 78653

HAMILTON POINT HOMEOWNERS  
ASSOCIATION INC  
HAMILTON POINT CIRCLE  
PO BOX 7079  
ROUND ROCK. TX 78663

RAUL C HERNANDEZ  
HAMILTON POINT CIRCLE  
16613 HAMILTON POINT CIRCLE  
MANOR, TX 78653

SUE EDWARDS  
HAMILTON POINT CIRCLE  
16617 HAMILTON POINT CIRCLE  
MANOR, TX 78653

REFUGIA AND PETE PEREZ  
HAMILTON POINT CIRCLE  
16621 HAMILTON POINT CIRCLE  
MANOR, TX 78653

REFUGIA M & PETE PEREZ  
HAMILTON POINT CIRCLE  
16621 HAMILTON POINT CIRCLE  
MANOR, TX 78653



CITY OF MANOR  
HAMILTON POINT CIRCLE  
201 EAST PARSONS STREET  
MANOR, TX 78653

ADELINA F GOMEZ  
HAMILTON POINT CIRCLE  
16701 HAMILTON POINT CIRCLE  
MANOR, TX 78653

CAROLINA FLORES  
HAMILTON POINT CIRCLE  
16705 HAMILTON POINT CIRCLE  
MANOR, TX 78653

ANTONIO ESPARZA  
HAMILTON POINT CIRCLE  
11507 HEREFORD STREET  
MANOR, TX 78653

JOSE ROGELIO PEREZ & MARIA RAMONA  
PEREZ  
HAMILTON POINT CIRCLE  
16713 HAMILTON POINT CIRCLE  
MANOR, TX 78653

LUCIO MEZA  
HAMILTON POINT CIRCLE  
16717 HAMILTON POINT CIRCLE  
MANOR, TX 78653

EVERETT AND PAULA G ISON  
HAMILTON POINT CIRCLE  
16721 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARIA AND EDGAR MORENO  
HAMILTON POINT CIRCLE  
16725 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARLENE M SMITH TRUSTEE  
HAMILTON POINT CIRCLE  
16912 HAMILTON POINT CIRCLE  
MANOR, TX 78653

DENISE R GUERRA  
HAMILTON POINT CIRCLE  
15201 SWEET CADDIES DR  
PFLUGERVILLE, TX 78660

GWENDOLYN J CAMPBELL  
HAMILTON POINT CIRCLE  
16904 HAMILTON POINT CIRCLE  
MANOR, TX 78653

OLIVIA AGUILAR  
HAMILTON POINT CIRCLE  
16900 HAMILTON POINT CIRCLE  
MANOR, TX 78653

TRAVIS COUNTY HARRIS FAMILY LAND  
TRUST  
HAMILTON POINT CIRCLE  
16828 HAMILTON POINT CIRCLE  
MANOR, TX 78653

CARL S & JACQUELIN MROZ  
HAMILTON POINT CIRCLE  
16824 HAMILTON POINT CIRCLE  
MANOR, TX 78653

STACIA MAYER  
HAMILTON POINT CIRCLE  
16820 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARIO A GODINA JR & PATRICIA DE LA  
ROSA  
HAMILTON POINT CIRCLE  
111 SINGLE OAK CROSSING  
CEDAR CREEK, TX 78612

REBECCA GASPAR  
HAMILTON POINT CIRCLE  
16812 HAMILTON POINT CIRCLE  
MANOR, TX 78653

PAULINE L SCHANK  
HAMILTON POINT CIRCLE  
16808 HAMILTON POINT CIRCLE  
MANOR, TX 78653

VICKY J ROCH  
HAMILTON POINT CIRCLE  
16804 HAMILTON POINT CIRCLE  
MANOR, TX 78653

TAWNY ROSE MORELAND  
HAMILTON POINT CIRCLE  
16800 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARK J DAVILA  
HAMILTON POINT CIRCLE  
1309 CORANDER DR  
AUSTIN, TX 78741

JAMES L & JUDY F STOREY  
HAMILTON POINT CIRCLE  
16724 HAMILTON POINT CIRCLE  
MANOR, TX 78653

ANZELMO & BRENDA PORTILLO  
HAMILTON POINT CIRCLE  
16720 HAMILTON POINT CIRCLE  
MANOR, TX 78653

SALVADOR & MARIA GE GONZALEZ  
HAMILTON POINT CIRCLE  
16716 HAMILTON POINT CIRCLE  
MANOR, TX 78653

QUINCY & COURTNEY SIMON  
HAMILTON POINT CIRCLE  
16712 HAMILTON POINT CIRCLE  
MANOR, TX 78653

VICENTE CRUZ & ANA M FLORES  
HAMILTON POINT CIRCLE  
16708 HAMILTON POINT CIRCLE  
MANOR, TX 78653

AMADO & DONNEL ALMAGUER  
HAMILTON POINT CIRCLE  
16704 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARGARITO G AND SILVIA E ESPINO  
HAMILTON POINT CIRCLE  
16805 HAMILTON POINT CIRCLE  
MANOR, TX 78653

PEGUES KATRINA SWAIN  
HAMILTON POINT CIRCLE  
16809 HAMILTON POINT CIRCLE  
MANOR, TX 78653

NATALIE G HENRY  
HAMILTON POINT CIRCLE  
16813 HAMILTON POINT CIRCLE  
MANOR, TX 78653



JILL ANTIONETTE KINGSTON  
HAMILTON POINT CIRCLE  
16817 HAMILTON POINT CIRCLE  
MANOR, TX 78653

STEVEN AND TERENCE KAUCHER  
HAMILTON POINT CIRCLE  
16821 HAMILTON POINT CIRCLE  
MANOR, TX 78653

DANIEL RIVAS III AND MARTHA EUGENIA  
HAMILTON POINT CIRCLE  
16825 HAMILTON POINT CIRCLE  
MANOR, TX 78653

ANGIE THOMPSON  
HAMILTON POINT CIRCLE  
16829 HAMILTON POINT CIRCLE  
MANOR, TX 78653

PROVENCE INVESTMENTS LLC  
HAMILTON POINT CIRCLE  
2911 SIX GUN TRAIL  
AUSTIN, TX 78748

VALERIE NGUYEN  
HAMILTON POINT CIRCLE  
16905 HAMILTON POINT CIRCLE  
MANOR, TX 78653

EDDY MATOS AND SARA RANGEL  
HAMILTON POINT CIRCLE  
16909 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MANUEL GARCIA JR  
HAMILTON POINT CIRCLE  
16913 HAMILTON POINT CIRCLE  
MANOR, TX 78653

STEVE AND ROCHENDA MCBRIDE  
HAMILTON POINT CIRCLE  
PO BOX 23  
MANOR, TX 78653

MARY WRIGHT  
HAMILTON POINT CIRCLE  
16921 HAMILTON POINT CIRCLE  
MANOR, TX 78653

4CF INVESTMENTS - 4 LLC  
HAMILTON POINT CIRCLE  
1525 CYPRESS CREEK RD STE H PMB 111  
CEAR PARK, TX 78613

DARRELL WAYNE SCRUGGS  
HAMILTON POINT CIRCLE  
16925 HAMILTON POINT CIRCLE  
MANOR, TX 78653

HELEN HUINING LIU  
HAMILTON POINT CIRCLE  
PO BOX 10253  
AUSTIN, TX 78766

SANDRA SANDERS  
HAMILTON POINT CIRCLE  
17001 HAMILTON POINT CIRCLE  
MANOR, TX 78653

JAIME AND MARIBEL VASQUEZ  
BURTON STREET  
PO BOX 541  
MANOR, TX 78653

ELNORA MARIE HIGGINS  
BLAKE MANOR ROAD  
PO BOX 118  
MANOR, TX 78653

MANOR 973 LLC  
SMITH LN  
4215 LAGO VIENTO  
AUSTIN, TX 78734

PEARLMAN ROBERT FAMILY TRUST  
N FM 973  
40 CONNERS ROAD  
VILLA RICA, GA 30180

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

VILLAGE OAKS CENTER LTD  
N FM 973  
PO BOX 200880  
AUSTIN, TX 78720

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653







## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the second and final reading of an ordinance rezoning Abstract 315, Survey 63 Gates G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road, from Interim Agricultural (A) to Light Industrial (IN-1). Applicant: Stan Voelker. Owner: Stan Voelker

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### BACKGROUND/SUMMARY:

This property is at the corner of Suncrest and N FM 973. KST which is adjacent to these properties rezoned to IN-1 a couple months back. The Voelker company would like to rezone to IN-1 as well, which matches their current use of the property. Today is the second and final reading of the ordinance, the first reading was held on the September 19, 2018, City Council meeting.

Planning Commission recommended approval 4-0

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 530

Rezoning Map

Area Image

Notice Letter

Mailing Labels

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of Ordinance No. 530 rezoning Abstract 315, Survey 63 Gates G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Road, 14225 Suncrest Road, and 14211 Suncrest Road, from Interim Agricultural (A) to Light Industrial (IN-1).

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

**ORDINANCE NO. 530**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM INTERIM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Interim Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

**First Reading PASSED AND APPROVED** on the 19<sup>th</sup> day of September 2018

**Second and Final Reading PASSED AND APPROVED** on the 17<sup>th</sup> day of October 2018

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

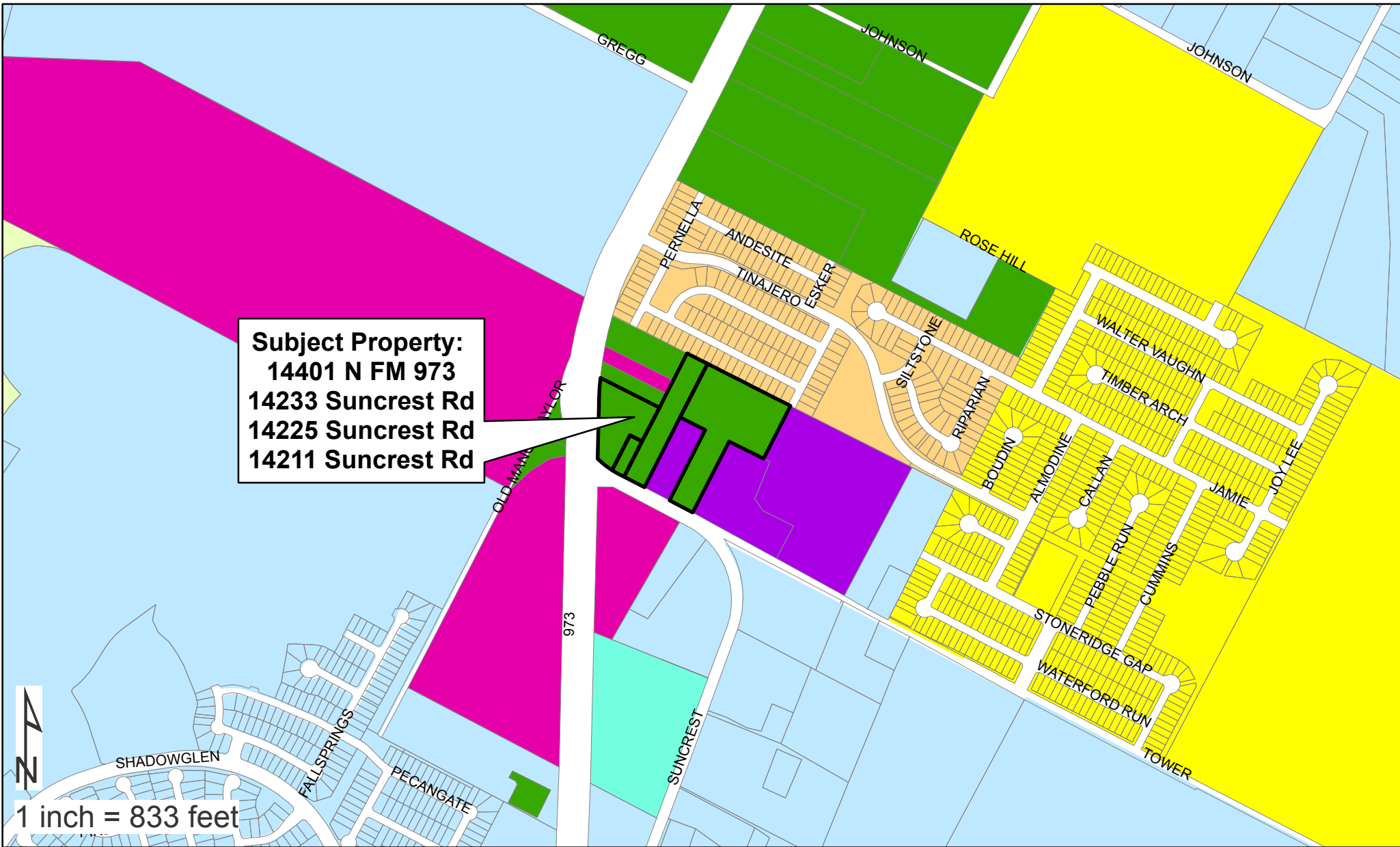
**EXHIBIT “A”**

Property Legal Description:

Abstract 315, Survey 63 G Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract  
Resub of Lot 2 Block A

Property Address:

14401 N FM 973 and 14233, 14225 and 14211 Suncrest Road, Manor, Texas



## Proposed Zoning: Light Industrial IN-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		









August 20, 2018

RE: 14401 N FM 973, 14233 Suncrest Rd, 14225 Suncrest Rd, 14211 Suncrest Rd. 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 14401 N FM 973, 14233 Suncrest Rd, 14225 Suncrest Rd, and 14211 Suncrest Rd. 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 Acres 2.935, 0.50 and 3.0 and Lot 2 Block A KST/Voelker Tract Resub of Lot 2 Block A, locally known as 14401 N FM 973, 14233 Suncrest Rd, 14225 Suncrest Rd, and 14211 Suncrest Rd, from Interim Agricultural (A) to Light Industrial (IN-1).**

The Planning and Zoning Commission will convene at 6:30PM on September 12, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 19, 2018 AND October 3, 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

Terrell Timmermann P O Box 4784 Austin, TX 78765	John W. & Dee L Brown 14200 Suncrest Rd. Manor, TX 78653	Emehul & Maria Alvarado 12101 Tower Rd. Manor, TX 78653
Roy C Velasquez 14301 Old Manor Taylor Rd Manor, TX 78653	Henrietta B Valasquez 14315 Old Manor Taylor Rd Manor, TX 78653	KST Properties LTD 40 La Jolla Circle Montgomery, TX 77356
Kenneth & Suanna Tumlinson 40 La Jolla Circle Montgomery, TX 77356	Ignacio De Jesus - Martinez 14405 N FM 973 Manor, TX 78653	Greater Saint John Baptist Church 11915 Bastop St. Manor, TX 78653
Gilberto A & Maria D Estrada 14411 FM 973 N Manor, TX 78653	Continental Homes of Texas LP 10700 Pecan Park Blvd Austin, TX 78750	Enner S & Karla C Zabaleta 11701 Carbrook Rd. Manor, TX 78653
Magdaleno C Moreno Jr. 11725 Carbrook Rd. Manor, TX 78653	Blane B Jones & Tara N Molden 11729 Carbrook Rd. Manor, TX 78653	Chasalyn M. Rowlett 11733 Carbrook Rd. Manor, TX 78653
Kevin J. Carlin & Taylor N. Radke 11741 Carbrook Rd. Manor, TX 78653	Nadia & Lucas Saintot 14401 Estuary Rd. Manor, TX 78653	osias Gaona & Elvira Fernandez 14405 Estuary Rd. Manor, TX 78653
Willie E. & Tracey Easley 14409 Estuary Rd. Manor, TX 78653	SW Homeowners Association Inc. P O Box 702348 Dallas, TX 78370	Cindy & Donald Williams 14413 Estuary Rd. Manor, TX 78653
Harry E Corl IV 14417 Estuary Rd. Manor, TX 78653	Marco S Zarate 14421 Estuary Rd. Manor, TX 78653	Aracelia R. Montemayor 14425 Estuary Rd. Manor, TX 78653
Gene Paul & Nicole Vasquez 14429 Estuary Rd. Manor, TX 78653	Jose A. & Paula L Diaz 11621 Cambrian Rd. Manor, TX 78653	Carlos & Machele Sustaita P O Box 14451 Austin, TX 78761
Jerry & Jacqueline Steward 11641 Cabrian Rd. Manor, TX 78653	Thomas Wasden 11645 Cambrian Rd. Manor, TX 78653	Darnell Jeanlouis 11701 Cambrian Rd. Manor, TX 78653

Hill Lamont  
11705 Cambrian Rd.  
Manor, TX 78653

Melisa & Jaime Barron  
11709 Cambrian Rd.  
Manor, TX 78653

Tasneen & Mohamed Majeed  
13329 Indian Oaks Bend  
Manor, TX 78653

Joseph Selly  
225 Warren Ave  
Hawthorne, NY 10532

Scott Graham & Wenqing HU  
11721 Cambrian Rd.  
Manor, TX 78653

Veronica Rodriguez & Thomas  
Holmquist  
11725 Cambrian Rd.  
Manor, TX 78653

Alissa & Juliana Holomon  
11729 Cambrian Rd.  
Manor, TX 78653

Angel Cuevas  
11733 Cambrian Rd.  
Manor, TX 78653

Bernice Calderon & Francisco Castro Jr.  
11737 Cambrian Rd.  
Manor, TX 78653

Lillian & Phillip Howard  
11740 Carbrook Rd.  
Manor, TX 78653

Jorge Nicanor  
11736 Carbrook Rd.  
Manor, TX 78653

Tommyh Ortegon & Amy Martinez  
11732 Carbrook Rd.  
Manor, TX 78653

Yvonne & Cristopher Solis  
11728 Carbrook Rd.  
Manor, TX 78653

Sandra Blakenship  
11724 Carbrook Rd.  
Manor, TX 78653

ohn & Sandra Fisher  
11716 Carbrook Rd.  
Manor, TX 78653

Camille Robinson & Christopher Seyler  
11712 Carbrook Rd.  
Manor, TX 78653

Gustavo Juarez & Daniela Ugarte -  
Arellano  
11708 Carbrook Rd.  
Manor, TX 78653

Scott & Karen Raymond  
11704 Carbrook Rd.  
Manor, TX 78653





AGENDA ITEM NO. <sup>6</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration and possible action on a Deposit and Reimbursement Agreement for Proposed Public Improvement District and Tax Increment Reinvestment Zone (Manor Heights).

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**BACKGROUND/SUMMARY:**

PRESENTATION: ☐YES ☒NO

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

Agreement

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**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the Deposit and Reimbursement Agreement for Proposed Public Improvement District and Tax Increment Reinvestment Zone (Manor Heights).

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT  
PROPOSED PUBLIC IMPROVEMENT DISTRICT and TIRZ  
(Manor Heights)**

THIS DEPOSIT AGREEMENT (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2018 by and between the **CITY OF MANOR, TEXAS** (the "**City**"), and Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company (including their Designated Successors and Assigns, (collectively, the "**Owner**").

WHEREAS, the Owner has requested that the City create a Public Improvement District (the "**District**") enter into a PID Financing Agreement under which the City will, among other things, conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372 to levy special assessments, and to issue one or more series of bonds (the "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner has requested that the City create a Tax Increment Reinvestment Zone (the "**TIRZ**") enter into a TIRZ Reimbursement Agreement under which the City will, among other things, conduct proceedings pursuant to the provisions of Texas Tax Code Chapter 311 to establish a tax increment fund to pay for costs for the construction of certain public improvements within the TIRZ through proceeds from the tax increment fund; and

WHEREAS, the Owner is developing real property that would be included within the boundaries of the proposed District and proposed TIRZ; and

WHEREAS, the Owner has previously advanced funds to the City, for the City's costs to review the PID petition submitted to the City and related information;

WHEREAS, the Owner has agreed to advance additional moneys to be used by the City Manager of the City (the "**City Manager**") to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with assessing the feasibility and desirability of (i) entering into a PID Financing Agreement, forming the District, levying assessments, and issuing Bonds; and (ii) entering into a TIRZ Reimbursement Agreement, creating the TIRZ, establishing the tax increment fund, and issuing tax increment bonds (collectively, the "**PID and TIRZ Feasibility Matters**") such advances being subject to reimbursement or credit upon the approval of the Attorney General and City Council and a successful issuance of the Bonds; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Owner shall deposit with the City \$50,000.00 (the "**Moneys**") to the City Manager as provided in Section 3 hereof, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID and TIRZ Feasibility Matters. The City will notify the

Owner if the costs generally described in Section 2 exceed or are expected to exceed \$50,000.00. Upon notification by the City of the Section 2 costs exceeding \$50,000.00, City and Owner agree to modify this Agreement to increase the amount of Moneys advanced (the “**Additional Moneys**”) in accordance with the provisions contained in Section 3. If the Additional Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the PID and TIRZ Feasibility Matters.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has retained P3Works, LLC as assessment consultant and the City has engaged or will engage additional consultants, including but not limited to appraisers and attorneys (collectively, “**Consultants**”). The Consultants will assist the City with assessing the feasibility and desirability of the PID and TIRZ Feasibility Matters. The Consultants will be responsible to, and will act as consultants to, the City in connection with the PID and TIRZ Feasibility Matters. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to the PID and TIRZ Feasibility Matters (collectively, “**Project Costs**”). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager’s office. The City Manager may also use the Moneys for other direct City expenses relating to creation of the PID and TIRZ, such as statutorily required public notices. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Manager’s office. Upon request, but not more than monthly, the City agrees to provide the Owner with copies of all invoices for PID and TIRZ Feasibility Matters that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. DEPOSITS.** The Owner shall deposit with the City the Moneys within five business days after this Agreement is executed and delivered by the City. The City will draw \$20,000 of the Moneys (the “**P3Works Deposit**”) to pay for P3Works’s fees. Whenever the account for the P3Works Deposit reaches a balance below \$5,000.00, the Owner shall deposit an additional \$10,000.00 within five business days of notification by the City Manager. The City will draw \$20,000 of the Moneys for the remaining Consultants fees and other fees related to the PID and TIRZ Feasibility Matters (the “**Remaining Consultants Deposit**”). Whenever the account for the Remaining Consultants Deposit reaches a balance below \$5,000.00, the Owner shall deposit an additional \$10,000.00 within five business days of notification by the City Manager. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate accounts maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

**SECTION 4. REIMBURSEMENT.** If proceedings for approval of the PID Financing Agreement; formation of the District; or creation of the TIRZ are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds:

- A. Contingent on the Attorney General's and City Council approval, the Owner may direct the City to reimburse the Owner for the Moneys, and the interest thereon, previously advanced by the Owner from the proceeds of the Bonds, provided that such Moneys are included in the amounts authorized to be paid from the Bonds under the PID Finance Agreement, the Service and Assessment Plan, and the Bond Indenture for the Manor Heights PID, as appropriate;
- B. The Owner may direct the City to return unexpended Moneys, and the interest thereon, to Owner; or
- C. The Owner may direct the City to do any combination of the above.

SECTION 5. MARKET STUDY. The Owner acknowledges that the City may cause a market study or analysis to be prepared after creation of the District, and the Owner agrees that the City may contract with a company to perform a market study and the Owner to pay the cost of the market study. The City will provide the Owner with the cost of the market study prior to entering into the contract for the market study. If the Owner has any objections to the cost of the market study, the City and the Owner will work in good faith to resolve the objections. If the Owner has no objections to the cost of the market study, the Owner will post a deposit with the City in the amount of the cost of performing the market study, and the City will use the funds exclusively for the purpose of paying for the market study. The deposit will be governed by the same terms and conditions of Section 4, unless the Parties agree otherwise.

SECTION 6. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, create the District, proceed with the issuance of the Bonds, or the creation of the TIRZ and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 7. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this \_\_\_\_ of \_\_\_\_\_ 2018.

CITY OF MANOR, TEXAS, a municipal corporation

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

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Lluvia Tijerina  
Title: City Secretary

**OWNER:**

**SKY VILLAGE KIMBRO ESTATES, LLC**

a Texas limited liability company

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

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

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

**THE STATE OF** \_\_\_\_\_ §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, \_\_\_\_\_ of Sky Village Kimbro Estates, LLC, a Texas limited liability  
company, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**RHOF, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT is acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_,  
as \_\_\_\_\_ of RHOF LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas



AGENDA ITEM NO. 7

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a license and maintenance agreement between the City of Manor and the SW Homeowners Association for the construction, improvement, installation and maintenance of irrigation, lighting and landscaping located within the Inselberg Drive right-of-way; and Authorization for the City Manager to execute the agreement. Applicant: Kitchen Table Solutions. Owner: Continental Homes of Texas.

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### BACKGROUND/SUMMARY:

This agreement is for the new Stonewater North subdivision. The main entrance off Johnson Road, which is Inselberg Drive, has an expanded right-of-way but does not have dedicated landscape lots that the HOA would own and maintain. As such, they would like to install the landscaping and irrigation within the expanded right-of-way area to enhance their entrance. This agreement provides for the continued maintenance and ownership of the landscaping, irrigation and lighting within the city right-of-way.

PRESENTATION: ☐ YES ☒ NO

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

Agreement

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a license and maintenance agreement between the City of Manor and the SW Homeowners Association for the construction, improvement, installation and maintenance of irrigation, lighting and landscaping located within the Inselberg Drive right-of-way; and Authorize the City Manager to execute the agreement.

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



## CITY OF MANOR LICENSE AGREEMENT

The City of Manor, Texas a municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City" or "Licensor"), and the SW Homeowners Association, Inc. ("Licensee") enter into this License Agreement ("Agreement") on this the 17<sup>th</sup> day of October, 2018, upon the terms and conditions set forth below.

**I. PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, installation and maintenance of irrigation, lighting and landscaping located within the Inselberg Drive right-of-way, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

The above-described property, hereinafter referred to as the "licensed property", is further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

**II. FEE.** No annual fee shall be due in connection with this Agreement.

**III. THE CITY'S RIGHTS TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to

remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

**IV. INSURANCE.** Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed area. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the Mayor of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

**V. INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

#### **VI. CONDITIONS.**

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

C. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall

be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this license.

**Licensee Address**

9601 Amberglen Blvd., Ste. 150  
Austin, Texas 78729  
Attention: Cyndi Means  
RealManage

**Licensor Address**

City of Manor  
PO Box 387  
Manor, Texas 78653-0387  
Attention: City Manager

with a copy to:

Keri Rhodes, Board Member  
10700 Pecan Park Blvd., Ste. 400  
Austin, Texas 78750

Knight and Partners  
223 West Anderson Lane, Ste. A-105  
Austin, Texas 78752

**VII. COMMENCEMENT AND TERMINATION.** This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

**VIII. TERMINATION.**

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the licensed property within the thirty day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The licensed improvements, or a portion of them, interfere with the City's right-of-

way;

2. Use of the right-of-way area becomes necessary for a public purpose;
3. The licensed improvement, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

**VIII. EMINENT DOMAIN.** If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

**IX. INTERPRETATION.** Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

**X. APPLICATION OF LAW.** This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XI. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Travis County, Texas.

**XII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

**XIII. ASSIGNMENT.** Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

ACCEPTED, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**LICENSEE: SW Homeowners Assoc., Inc.**

**LICENSOR: CITY OF MANOR, TEXAS**

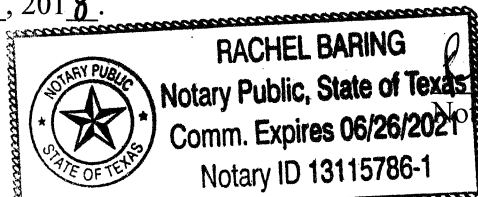
By: Keri Rhodes  
Name: Keri Rhodes  
Title: HOA Board Member

By: \_\_\_\_\_  
Name: Thomas Bolt  
Title: City Manager

STATE OF TEXAS §  
COUNTY OF Williamson §

**BEFORE ME** the undersigned authority on this day personally appeared Keri Rhodes, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 2 day of October, 2018.



Rachel Baring  
Notary Public - State of Texas

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

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 201  .

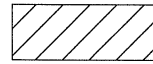
\_\_\_\_\_  
Notary Public - State of Texas

# " EXHIBIT A "



0 30'  
SCALE: 1" = 30'

## LEGEND



LICENSE AGREEMENT AREA

JOHNSON ROAD

INSELBERG DRIVE

BRECCIA ROAD

END, CITY OF MANOR  
FULL PURPOSE  
JURISDICTION

93

92

**KT** **KITCHEN TABLE**  
CIVIL SOLUTIONS

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

**D·R·HORTON**  
*America's Builder*

LICENSE AGREEMENT AREA

STONEWATER NORTH PH 1  
MANOR, TRAVIS COUNTY, TEXAS

EXH A



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on the Lagos TIA Mitigation.

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### BACKGROUND/SUMMARY:

This item is determine where the Council would like the TIA mitigations funds for Lagos spent. City staff, in conjunction with TxDOT, Travis County and City of Austin, have recommended improvements to Lexington Street from the intersection of 290 to either Brenham Street or the future Wildhorse Connector. These improvements would make Lexington a 4-lane divided roadway with turn lanes. The developer has proposed funding a portion of the Wildhorse connector, turning movements into their site and providing the city with the remaining 1.2 million to partially fund improvements to Lexington. Improvements to Lexington from 290 to Brenham is 3.8 million and from 290 to Wildhorse Connector is 5.1 million. The total developer TIA mitigation contribution is \$7,061,505.

PRESENTATION: ☐ YES ☒ NO

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

TIA documents

Improvements map

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### STAFF RECOMMENDATION:

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





March 9<sup>th</sup>, 2017

To Whom it May Concern

Re: Lagos City of Manor \Lagos City of Austin ETJ

Traffic Impact Analysis

Please be advised that pursuant to the TIA Scoping Analysis to which I as the developer/applicant have always complained and objected to, but have been forced to engage my traffic engineer to perform, in order to move the Lagos project through the development process, has produced a draft result that is, as expected, punitive to the Lagos project.

I have disagreed and complained that Staff members on both the City of Austin and City of Manor are exerting a procedural methodology for which no legal policy or regulation exists, and that this is illegal and punitive. Cases in point are the Whisper Valley TIA with a fiscal impact of \$369,486 and the WildHorse TIA with a fiscal impact of \$781,169.

The resultant required contributions per the Lagos DRAFT TIA are 10 times these two adjoining projects.

Therefore the Lagos DRAFT TIA results are being discussed in protest by the applicant and this letter shall serve as notice that we are delivering these DRAFT results in protest.

Sincerely;

A handwritten signature in blue ink, appearing to be "Pete Dwyer", written over a horizontal line.

Pete Dwyer on behalf of Lagos

# ***Executive Summary***

## **Lagos Development**

### **Manor, Texas**

Prepared for:

**City of Austin & City of Manor**

Prepared by:

**Kimley-Horn**

10814 Jollyville Road, Avallan IV, Suite 300

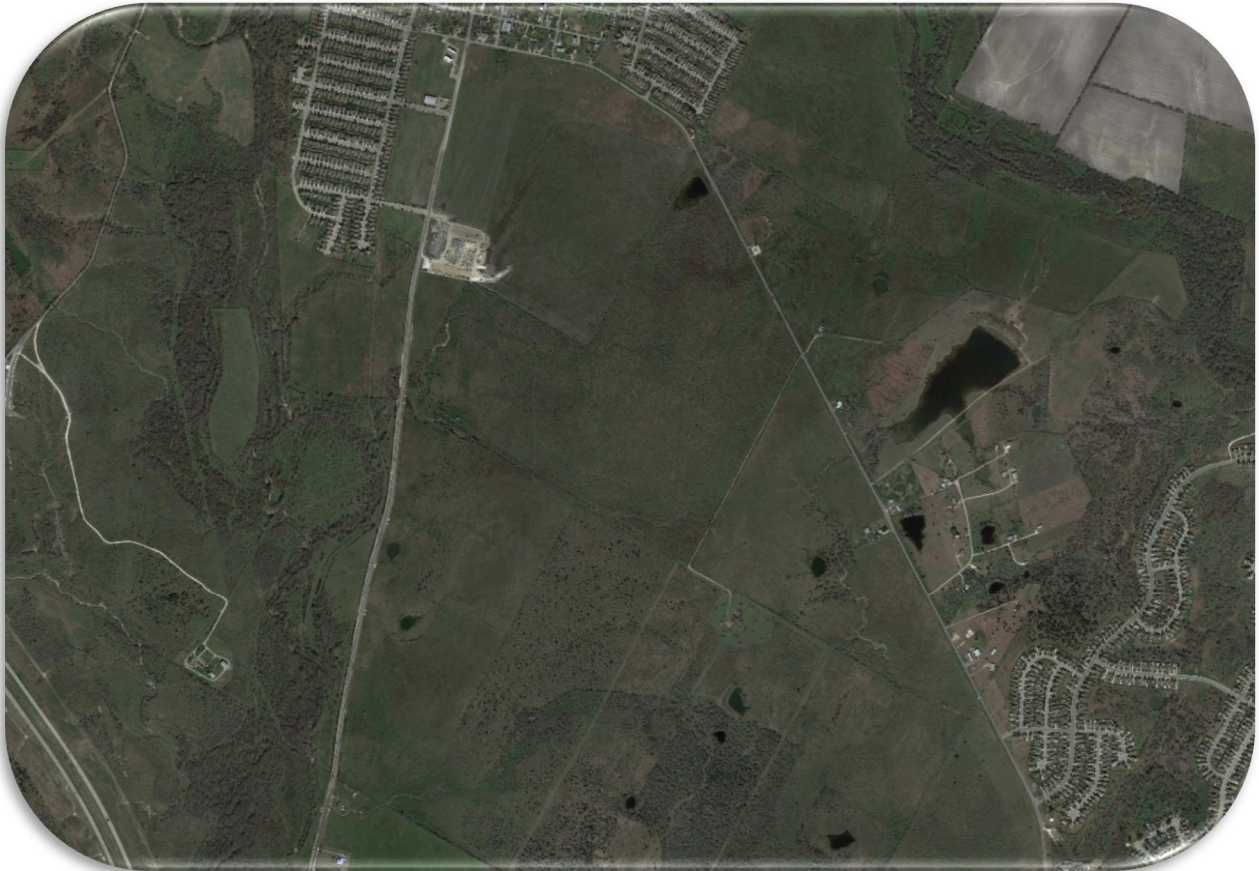
Austin, Texas 78759

(512) 418-1771

KH Project No. 069241723

September 2018

# Lagos Development Executive Summary



SEPTEMBER 25, 2018

Prepared By:

**Kimley»Horn**

F-#928

## EXECUTIVE SUMMARY

The proposed Lagos Development is a mixed-use development located on the south side of US 290 between FM 973 and Blake Manor Rd in Austin's Extraterritorial Jurisdiction (ETJ) and the city limits of Manor, Texas. The proposed development consists of 1,706 single-family dwelling units, 722 apartment units, 178 townhouse dwelling units, 601,100 square feet of office space, 100,200 square feet of retail, and 20,000 square feet of sit-down restaurants. This study determines traffic generation characteristics, analyzes traffic-related impacts on the adjacent road network, and identifies mitigation measures required for identified impacts.

The proposed site will have access to the surrounding roadway network via seven intersections with the surrounding road network: four on FM 973 (two being extensions of Murchison Street and Lapoynor Street), two on Blake Manor Road, and one on the future Wildhorse Connector. Intersections to be analyzed were determined after discussion with City staff and are listed below.

1. Harris Branch at US 290 EB Frontage Road
2. Harris Branch at US 290 WB Frontage Road
3. SH 130 SB Frontage Road at US 290 EB Frontage Road
4. SH 130 SB Frontage Road at US 290 WB Frontage Road
5. SH 130 NB Frontage Road at US 290 EB Frontage Road
6. SH 130 NB Frontage Road at US 290 WB Frontage Road
7. SH 130 SB Frontage Road at FM 734 (Parmer Lane)
8. SH 130 NB Frontage Road at FM 734 (Parmer Lane)
9. FM 734 (Parmer Lane) at Loop 212
10. FM 734 (Parmer Lane) at US 290 EB Frontage Road
11. FM 734 (Parmer Lane) at US 290 WB Frontage Road
12. Gregg Manor Road at US 290
13. Manor Downs Road at US 290
14. FM 973 (Lexington Street) at US 290
15. FM 973 (Lexington Street) at Loop 212 (Parsons Street)
16. FM 973 (Lexington Street) at Brenham Street (Blake Manor Road)
17. FM 973 (Lexington Street) at Lapoynor Street
18. FM 973 (Lexington Street) at Murchison Street
19. FM 973 (Lexington Street) at Braker Lane
20. FM 973 (Lexington Street) at SH 130 NB Frontage Road
21. FM 973 at Gilbert Road
22. Gilbert Road at SH 130 NB Frontage Road
23. FM 973 at SH 130 SB Frontage Road
24. Blue Bluff Road (Parmer Lane) at SH 130 SB Frontage Road
25. Blue Bluff Road (Parmer Lane) at SH 130 NB Frontage Road

The following intersections were also analyzed in all future scenarios. This list includes all proposed site driveways.

26. FM 734 (Parmer) at Wildhorse Connector
27. FM 973 (Lexington Street) at Wildhorse Connector
28. Blake Manor at Wildhorse Connector
29. FM 973 at Loop 212 (Old Highway 20)

30. FM 973 at Ring Drive
31. FM 973 at US 290
32. FM 973 (Lexington Street) at Driveway 1
33. FM 973 (Lexington Street) at Driveway 2
34. Murchison Ext. at Wildhorse Connector
35. Blake Manor at San Marcos Street/Driveway 3
36. Blake Manor at Hamilton Point/Driveway 4

The TIA reflects the preferred Wildhorse Connector alignment as presented by the City of Manor. In addition, the following future access improvements were included:

- NB SH 130 to EB US 290 (direct connect ramp)
- NB SH 130 to WB US 290 (direct connect ramp)
- SB SH 130 to EB US 290 (direct connect ramp)
- SB SH 130 to WB US 290 (direct connect ramp)
- WB US 290 to NB SH 130 (direct connect ramp)
- WB US 290 to SB SH 130 (direct connect ramp)
- EB US 290 to SB SH 130 (direct connect ramp)

Existing turning movement counts were collected at existing intersections 1-25 during weekday AM and PM peak demand periods. Traffic operations were analyzed at the study intersections for existing conditions (intersections 1-25 only), 2040 No-Build, 2040 Site Build-Out, and 2040 Site Build-Out Mitigated. Background traffic was projected to the year 2040 by applying a three percent (3%) annual growth factor that was determined using historical traffic counts in the area and agreed upon by City of Austin and the City of Manor. Trips from the following approved developments in the surrounding area were also added to the background trips:

- Wildhorse PUD (including Parmer Center)
- Whisper Valley
- Indian Hills
- Eastwood/Wolf Tract
- Las Entradas, Las Entradas North
- Manor Commons, Manor Commons Southeast
- ShadowGlen
- Presidential Heights
- 130/Parmer

Trips from the following developments were partially added to background trips, because the developments are already existing, but have not been completed. The percent of completion was agreed upon using City of Manor rooftop data:

- Presidential Glen
- Presidential Meadows

For the proposed project, projected site traffic is calculated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual* 9<sup>th</sup> Edition. Trip distribution for non-residential development is based on current and anticipated traffic patterns. Trips for residential development are distributed using a 'Journey-to-Work' concept. Internal capture and pass-by trip reductions are applied based on information contained in the *ITE Trip Generation Handbook*.

After adjusting for trip reductions, the Lagos Development in 2040 is anticipated to generate approximately 2,709 new trips during AM peak-hour and 3,222 new trips during PM peak-hour. In

comparison, the Wildhorse PUD development proposed the addition of 8,778 new trips during the AM peak hour and 9,820 new trips during the PM peak hour. The developer's fiscal impact for the Wildhorse PUD was \$781,169. The Whisper Valley development proposed the addition of 5,132 new trips during the AM peak hour and 6,639 new trips during the PM peak hour. The developer's fiscal contribution for the Whisper Valley development was \$369,486.

Analysis for Year 2040 Build-Out scenario shows that many intersection movements operate below LOS D. Mitigation measures are recommended to return traffic operations to No-Build conditions or LOS D or better. The preferred mitigation measures for the Lagos Development are shown in **Attachment A** of this document.

For all the mitigation measures, the developer's contribution is anticipated to be approximately \$5,861,505. To prevent partial funding of all mitigation measures based, the Developer will design and construct the improvements highlighted (in blue) in their entirety in lieu of posting fiscal. In addition, the developer will post a \$1,200,000 fiscal contribution toward the widening and improvement of Lexington Street from Blake Manor to US 290.

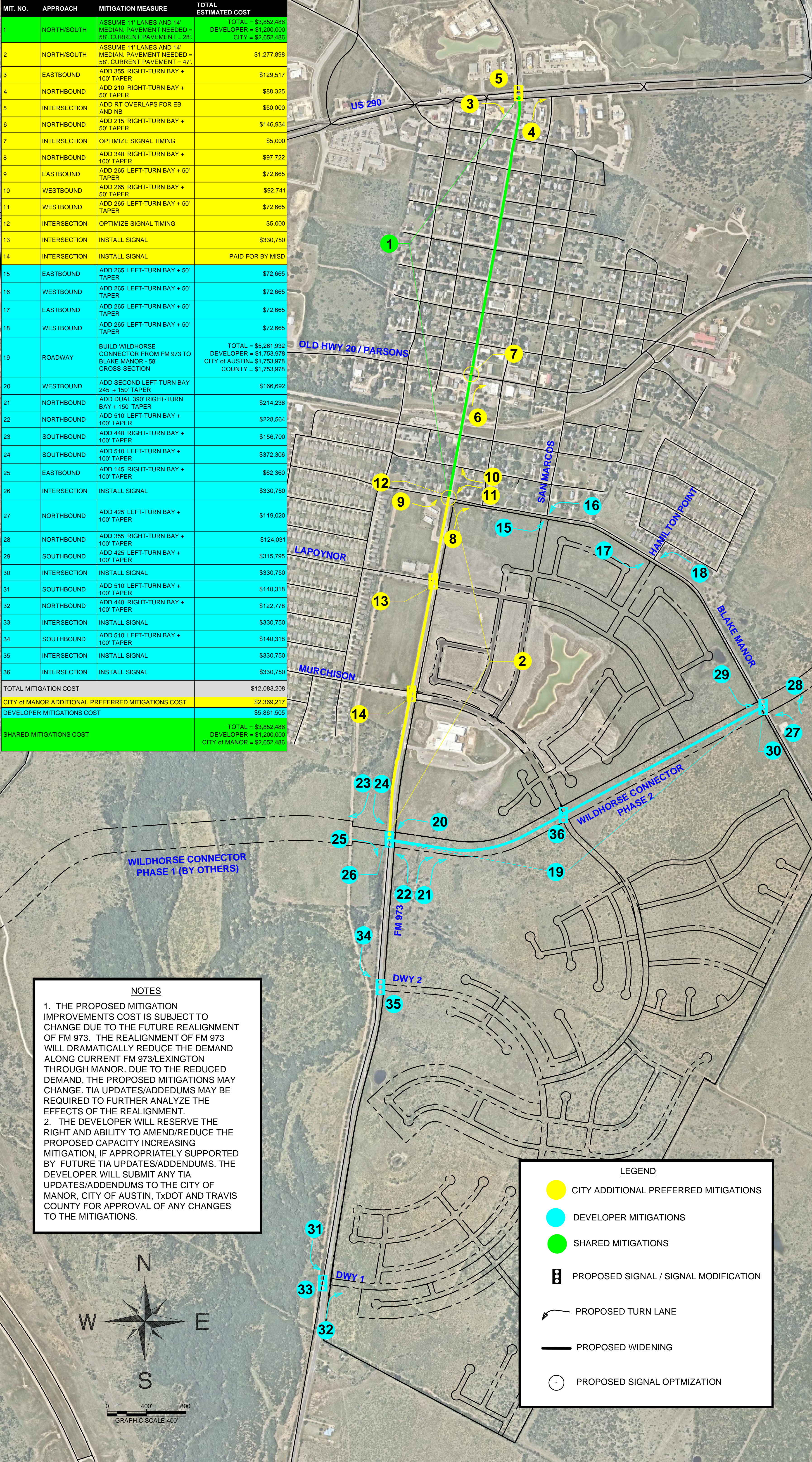
The Developer's total contribution would be **\$7,061,505**. The developer is willing to commit to this contribution if there is City of Manor and City of Austin support as well as Travis County approval of the related Lagos Public Improvement Districts (PID).

The proposed mitigation improvement cost is subject to change due to the future realignment of FM 973. The realignment of FM 973 will dramatically reduce the demand along current FM 973/Lexington Street through Manor. Due to the potential reduction in demand, the proposed mitigations may change. A TIA update or addendum may be required to further analyze the effects of the realignment. Due to this, the developer will reserve the right and ability to amend the proposed capacity increasing mitigations, if appropriately supported by future TIA updates or addendums. The developer will submit any TIA addendum/update to the City of Manor, City of Austin, TxDOT and Travis County for approval of any alterations to the mitigations.

# Attachment A: Developer Contribution Exhibit



MIT. NO.	APPROACH	MITIGATION MEASURE	TOTAL ESTIMATED COST
1	NORTH/SOUTH	ASSUME 11' LANES AND 14' MEDIAN. PAVEMENT NEEDED = 58'. CURRENT PAVEMENT = 28'.	TOTAL = \$3,852,486 DEVELOPER = \$1,200,000 CITY = \$2,652,486
2	NORTH/SOUTH	ASSUME 11' LANES AND 14' MEDIAN. PAVEMENT NEEDED = 58'. CURRENT PAVEMENT = 47'.	\$1,277,898
3	EASTBOUND	ADD 355' RIGHT-TURN BAY + 100' TAPER	\$129,517
4	NORTHBOUND	ADD 210' RIGHT-TURN BAY + 50' TAPER	\$88,325
5	INTERSECTION	ADD RT OVERLAPS FOR EB AND NB	\$50,000
6	NORTHBOUND	ADD 215' RIGHT-TURN BAY + 50' TAPER	\$146,934
7	INTERSECTION	OPTIMIZE SIGNAL TIMING	\$5,000
8	NORTHBOUND	ADD 340' RIGHT-TURN BAY + 100' TAPER	\$97,722
9	EASTBOUND	ADD 265' LEFT-TURN BAY + 50' TAPER	\$72,665
10	WESTBOUND	ADD 265' RIGHT-TURN BAY + 50' TAPER	\$92,741
11	WESTBOUND	ADD 265' LEFT-TURN BAY + 50' TAPER	\$72,665
12	INTERSECTION	OPTIMIZE SIGNAL TIMING	\$5,000
13	INTERSECTION	INSTALL SIGNAL	\$330,750
14	INTERSECTION	INSTALL SIGNAL	PAID FOR BY MISD
15	EASTBOUND	ADD 265' LEFT-TURN BAY + 50' TAPER	\$72,665
16	WESTBOUND	ADD 265' LEFT-TURN BAY + 50' TAPER	\$72,665
17	EASTBOUND	ADD 265' LEFT-TURN BAY + 50' TAPER	\$72,665
18	WESTBOUND	ADD 265' LEFT-TURN BAY + 50' TAPER	\$72,665
19	ROADWAY	BUILD WILDHORSE CONNECTOR FROM FM 973 TO BLAKE MANOR - 58' CROSS-SECTION	TOTAL = \$5,261,932 DEVELOPER = \$1,753,978 CITY of AUSTIN= \$1,753,978 COUNTY = \$1,753,978
20	WESTBOUND	ADD SECOND LEFT-TURN BAY 245' + 150' TAPER	\$166,692
21	NORTHBOUND	ADD DUAL 390' RIGHT-TURN BAY + 150' TAPER	\$214,236
22	NORTHBOUND	ADD 510' LEFT-TURN BAY + 100' TAPER	\$228,564
23	SOUTHBOUND	ADD 440' RIGHT-TURN BAY + 100' TAPER	\$156,700
24	SOUTHBOUND	ADD 510' LEFT-TURN BAY + 100' TAPER	\$372,306
25	EASTBOUND	ADD 145' RIGHT-TURN BAY + 100' TAPER	\$62,360
26	INTERSECTION	INSTALL SIGNAL	\$330,750
27	NORTHBOUND	ADD 425' LEFT-TURN BAY + 100' TAPER	\$119,020
28	NORTHBOUND	ADD 355' RIGHT-TURN BAY + 100' TAPER	\$124,031
29	SOUTHBOUND	ADD 425' LEFT-TURN BAY + 100' TAPER	\$315,795
30	INTERSECTION	INSTALL SIGNAL	\$330,750
31	SOUTHBOUND	ADD 510' LEFT-TURN BAY + 100' TAPER	\$140,318
32	NORTHBOUND	ADD 440' RIGHT-TURN BAY + 100' TAPER	\$122,778
33	INTERSECTION	INSTALL SIGNAL	\$330,750
34	SOUTHBOUND	ADD 510' LEFT-TURN BAY + 100' TAPER	\$140,318
35	INTERSECTION	INSTALL SIGNAL	\$330,750
36	INTERSECTION	INSTALL SIGNAL	\$330,750
TOTAL MITIGATION COST			\$12,083,208
CITY of MANOR ADDITIONAL PREFERRED MITIGATIONS COST			\$2,369,217
DEVELOPER MITIGATIONS COST			\$5,861,505
SHARED MITIGATIONS COST			TOTAL = \$3,852,486 DEVELOPER = \$1,200,000 CITY of MANOR = \$2,652,486



**NOTES**

1. THE PROPOSED MITIGATION IMPROVEMENTS COST IS SUBJECT TO CHANGE DUE TO THE FUTURE REALIGNMENT OF FM 973. THE REALIGNMENT OF FM 973 WILL DRAMATICALLY REDUCE THE DEMAND ALONG CURRENT FM 973/LEXINGTON THROUGH MANOR. DUE TO THE REDUCED DEMAND, THE PROPOSED MITIGATIONS MAY CHANGE. TIA UPDATES/ADDEDUMS MAY BE REQUIRED TO FURTHER ANALYZE THE EFFECTS OF THE REALIGNMENT.

2. THE DEVELOPER WILL RESERVE THE RIGHT AND ABILITY TO AMEND/REDUCE THE PROPOSED CAPACITY INCREASING MITIGATION, IF APPROPRIATELY SUPPORTED BY FUTURE TIA UPDATES/ADDENDUMS. THE DEVELOPER WILL SUBMIT ANY TIA UPDATES/ADDENDUMS TO THE CITY OF MANOR, CITY OF AUSTIN, TxDOT AND TRAVIS COUNTY FOR APPROVAL OF ANY CHANGES TO THE MITIGATIONS.

LEGEND

CITY ADDITIONAL PREFERRED MITIGATIONS

DEVELOPER MITIGATIONS

SHARED MITIGATIONS

PROPOSED SIGNAL / SIGNAL MODIFICATION

PROPOSED TURN LANE

PROPOSED WIDENING

PROPOSED SIGNAL OPTIMIZATION





AGENDA ITEM NO. 9

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on canceling the November 21, 2018, City Council, regular meeting and scheduling a Special Called Meeting.

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#### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

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#### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council set a Special Called Meeting for November 14, 2018, at 7:00 p.m.; and a Special Called Meeting for Canvassing on November 20, 2018, at 7:00 p.m.

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



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on setting Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas.

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### BACKGROUND/SUMMARY:

Due to the cancellation of the October 3, 2018, Regular Meeting, new Public Hearing dates need to be set on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas.

PRESENTATION: ☐ YES ☒ NO

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

Water Study Report

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council set the Public Hearings on the Water and Wastewater Rate for residential and commercial customers of the City of Manor, Texas for November 7, 2018, at 7:00 p.m., and November 14, 2018, at 7:00 p.m.

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

# CITY OF **Manor**

## **Water and Wastewater Rate Study**

Final Report / June 15, 2018



[INTENTIONALLY LEFT BLANK]



June 15, 2018

Lydia Collins  
Director of Finance Department  
City Hall  
105 E. Eggleston Street  
Manor, Texas, 78653

**Subject: Water and Wastewater Financial Plan Study Report**

Dear Mrs. Collins,

Raftelis Inc. (Raftelis) is pleased to provide this Water and Wastewater Financial Plan Study Report (Report) for the City of Manor (City) summarizing the results of our rate and financial planning study. This Report summarizes the key findings and recommendations related to the development of the financial plan for the water and wastewater utilities. The Financial Plan and Rate Model (Rate Model), which was developed as a component of this study, provides rate projections for the City based on its annual revenue requirements over a 10-year planning period. We are hopeful that the City Council of Manor will implement the recommended rate changes in this report as they will assist the City in meeting its future financial challenges.

It has been a pleasure working with you, and we thank you, the City staff and its other consultants for the support provided during the course of this study.

Sincerely,

A handwritten signature in dark ink that reads 'Angie Flores'.

**Angie Flores**  
*Manager*

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# 1. Executive Summary

## 1.1. Background of the Study

In 2017, the City of Manor engaged Raftelis to conduct a Water and Wastewater Financial Plan Study (Study) to develop sustainable water and wastewater rates for the water and wastewater enterprises.

The City serves approximately 3,000 customers in the Manor area. Slightly more than 90% of the customers are residential customers. The City faces challenges in developing its financial plan to minimize rates and charges while providing customers with efficient, high quality, and reliable services that meet all regulatory requirements. The City procures water from Manville Water Supply Corporation, EPCOR, and wells. The City currently receives wastewater treatment from the City of Austin, which will be transitioning to a Manor-owned plant in 2020 (estimate). To assist with the associated debt service of building the new wastewater treatment plant, the City is paying debt service using ad valorem taxes. These payments assist in lowering the rates for the utility customers of the City.

## 1.2. Study Objectives

When Raftelis was engaged to evaluate Manor's current rate structure, it was tasked to:

- Evaluate the revenue sufficiency of the City's existing rate structure;
- Explain any past discrepancies from the prior rate plan; and

Develop new water and wastewater rates if applicable; As a major component of our analysis, Raftelis developed the Rate Model to forecast annual revenue requirements, consumption, revenues, and rates over a 10-year planning period (FY 2018-FY 2028). The Rate Model incorporates a projection of O&M expenses based on the FY 2018 Budget, CIP for the next 10 years, cash-funded capital, existing debt service, and proposed debt service. These inputs are utilized to create rate projections for the next 10 years. The Rate Model was designed to be user-friendly, so that the City may be able to use the Rate Model going into the future.

# 2. Model Details

## 2.1. Operating and Maintenance Expenses

The City's 2018 budget was used as the basis for O&M costs. The forecast of O&M costs includes assumptions about inflation, increasing operating costs, and increasing demand. The budget is entered in one tab, but the Rate Model allocates costs based on division. The allocation of joint costs to the water and wastewater systems was completed through careful collaboration with City staff. In aggregate, O&M costs were projected to increase by an average rate of 2% over the 10-year period. Water supply expenses were projected to increase at a 5% rate over the next 10-years.

It should be noted that if inflation occurs at a higher rate than projected, then the cost estimates will be lower than actual. Due to the volatile nature of commodity costs, especially chemicals and electricity these inflation rates should be reviewed annually to ensure accuracy. Once the new wastewater plant comes online the City should examine the estimates for additional costs. Currently these costs are estimated, and as the plant comes online more clarity should become available on the plant costs. In Exhibit 1 below, one can see when the wastewater plant comes online in 2020 and the City of Austin wastewater payments stop. The decline in water O&M in 2020 is due to the conclusion of a meter replacement program.

### Exhibit 1: O&M Costs Over Next 5 Years

	2019	2020	2021	2022	2023
Water O&M	\$ 2,281,078	\$ 2,052,945	\$ 2,134,288	\$ 2,219,272	\$ 2,308,070
Wastewater O&M	\$ 1,268,583	\$ 973,652	\$ 993,280	\$ 1,013,305	\$ 1,033,735
Total O&M	\$ 3,549,661	\$ 3,026,598	\$ 3,127,568	\$ 3,232,576	\$ 3,341,804

## 2.2. Capital Costs

The next step in the rate setting process is to assess projected capital improvements (CIP). Accurate estimates of capital expenditures are needed to project debt service costs into the future. Over the ten years the water capital expenditures are estimated at \$8,319,410 with \$6,726,360 being debt-funded. For wastewater the total expenditures are estimated at \$34,952,505 with \$27,222,835 being debt-funded.

The major driver of the wastewater CIP is the construction and completion of the Wilbarger Wastewater Treatment Plant. Included in the \$34 million of wastewater CIP is \$7.7 million of developer-funded projects. Included in the water CIP is \$1.5 million of developer-funded projects. To plan for these CIP projects the model anticipates issuing debt of \$2.5 million in 2019, \$5.7 million in 2021, and of \$8.4 million in 2024. Each year the City should update the CIP, so that planned bond issuances can be updated accordingly. CIP estimates can vary greatly, so ensuring this section is up to date, is quite important.

## 2.3. Revenue Requirements

The development of the revenue requirements incorporates the assumptions about O&M, CIP, and cash-funded capital. For this model exercise, the Rate Model does not assume any cash-funded capital.

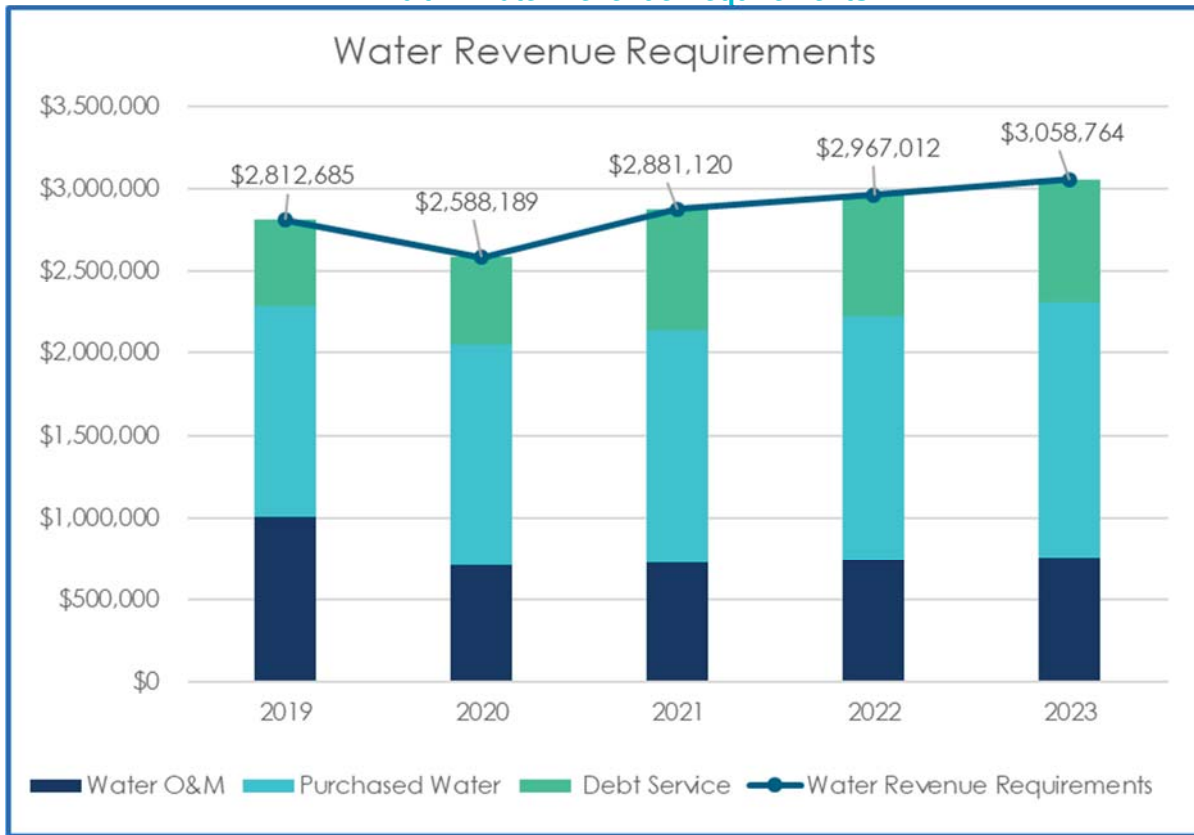
### 2.3.1. WATER REVENUE REQUIREMENTS

The water revenue requirement forecast incorporates assumptions to account for the effects of inflation, increasing demand, increasing operating costs, and anticipated capital costs. The main driver of growth in the water revenue requirements is the anticipation that water supply costs will grow significantly faster than inflation, roughly 5% per year. In 2018 and 2019 there are significant meter costs, but in 2020 and thereafter the meter costs are discontinued.

Once revenue requirements, along with non-rate revenue are determined, the cost of service and financial plan may be developed. The non-rate revenue is used to offset the revenue requirements to determine the correct cost of service. Exhibit 2, below, displays the water revenue requirements.



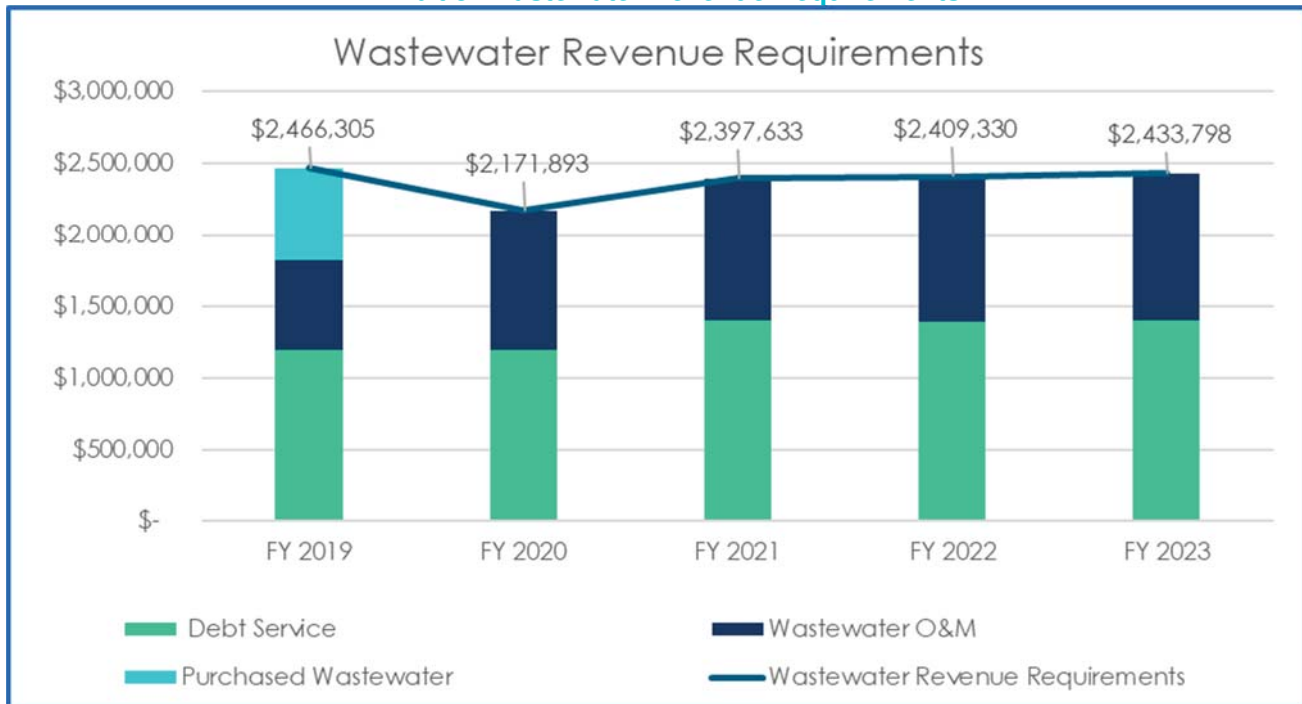
**Exhibit 2: Water Revenue Requirements**



### 2.3.2. WASTEWATER REVENUE REQUIREMENTS

The wastewater revenue requirement forecast incorporates assumptions to account for the effects of inflation, increasing demand, increasing operating costs, and anticipated capital costs. There are two main drivers of wastewater costs. In 2020 the Wilbarger Wastewater Treatment plant will come online. This is projected to achieve significant cost savings to the City. The City will be able to discontinue its City of Austin wastewater service contract. There will be added O&M costs from the plant, but the savings from the contract cancellation is projected to outweigh the costs. The second aspect driving the revenue requirements are future bond issuances. The majority of the future debt issuances will be supported by wastewater. Exhibit 3, below, displays the projected wastewater revenue requirements.

**Exhibit 3: Wastewater Revenue Requirements**



## 2.4. Cost of Service

As part of the project Raftelis agreed to review the cost of service for the Utility. First, Raftelis analyzed the existing revenue to determine non-rate revenue. The non-rate revenue is used to offset the cost to serve.

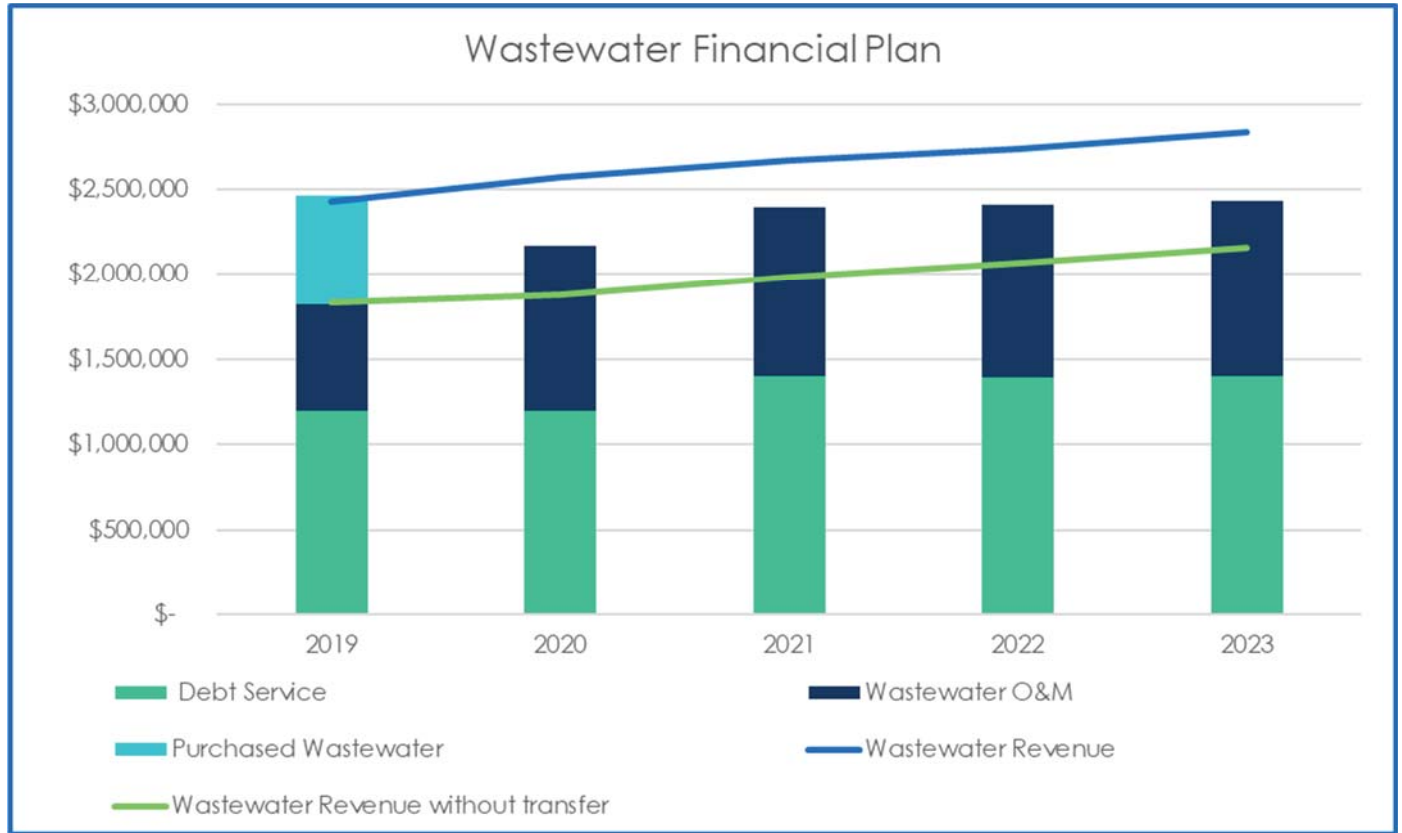
### 2.4.1. NON-RATE REVENUE

As mentioned previously, the City of Manor uses ad valorem tax revenue to make the payments of some of the utility debt service. The model takes this payment into account by showing a transfer of revenue from the General Fund. This is shown in the non-rate revenue. The ad valorem revenue is designed to offset the costs of the 2016 Certificates of Obligation bond. This bond primarily paid for the construction of the wastewater treatment plant. 85% of the bond was used to pay for wastewater projects and 15% of the bond was used to pay for water projects. Based on that assumption we allocated 85% of the ad valorem revenue to wastewater and 15% to water. The other miscellaneous revenue, such as late fees, permits, etc. was then allocated based on whether the item was a water or wastewater item.

### 2.4.2. WASTEWATER COST OF SERVICE

The analysis of the wastewater revenue and revenue requirements determined that current rates with projected growth will be sufficient to cover costs for the next three years. Consumption growth was estimated conservatively, but if growth rates differ from the forecast then adjustments may need to be made. The biggest uncertainty affecting future wastewater rates is the costs and timing of the Wilbarger Treatment Plant. If the costs associated with the plant come in higher than estimated, these rates may need to be revisited. It is projected that after 2020 wastewater will have to increase rates, primarily to prepare for a significant increase in debt service costs in 2024. Exhibit 5 displays the wastewater financial plan.

**Exhibit 4: Wastewater Financial Plan**



**Exhibit 5: Wastewater Base Rates**

		2018	2019	2020	2021	2022	2023
		Existing	Proposed	Proposed	Proposed	Proposed	Proposed
Residential	5/8"	\$ 19.00	\$ 19.00	\$ 19.00	\$ 19.76	\$ 20.55	\$ 21.37
	5/8" Senior	\$ 13.03	\$ 13.03	\$ 13.03	\$ 13.55	\$ 14.09	\$ 14.65
Commercial	5/8" Positive Displacement	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.60	\$ 16.22	\$ 16.87
	3/4" Positive Displacement	\$ 22.50	\$ 22.50	\$ 22.50	\$ 23.40	\$ 24.34	\$ 25.31
	1" Positive Displacement	\$ 37.50	\$ 37.50	\$ 37.50	\$ 39.00	\$ 40.56	\$ 42.18
	1-1/2" Positive Displacement	\$ 75.00	\$ 75.00	\$ 75.00	\$ 78.00	\$ 81.12	\$ 84.36
	2" Positive Displacement	\$ 120.00	\$ 120.00	\$ 120.00	\$ 124.80	\$ 129.79	\$ 134.98
	2" Compound	\$ 120.00	\$ 120.00	\$ 120.00	\$ 124.80	\$ 129.79	\$ 134.98
	2" Turbine	\$ 150.00	\$ 150.00	\$ 150.00	\$ 156.00	\$ 162.24	\$ 168.73
	3" Compound	\$ 240.00	\$ 240.00	\$ 240.00	\$ 249.60	\$ 259.58	\$ 269.96
	3" Turbine	\$ 360.00	\$ 360.00	\$ 360.00	\$ 374.40	\$ 389.38	\$ 404.96
	4" Compound	\$ 375.00	\$ 375.00	\$ 375.00	\$ 390.00	\$ 405.60	\$ 421.82
	4" Turbine	\$ 630.00	\$ 630.00	\$ 630.00	\$ 655.20	\$ 681.41	\$ 708.67
	6" Compound	\$ 750.00	\$ 750.00	\$ 750.00	\$ 780.00	\$ 811.20	\$ 843.65
	6" Turbine	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,435.20	\$ 1,492.61	\$ 1,552.31
	8" Compound	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,248.00	\$ 1,297.92	\$ 1,349.84
	8" Turbine	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,496.00	\$ 2,595.84	\$ 2,699.67
	10" Compound	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00	\$ 1,794.00	\$ 1,865.76	\$ 1,940.39
	10" Turbine	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,900.00	\$ 4,056.00	\$ 4,218.24
	12" Turbine	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ 5,148.00	\$ 5,353.92	\$ 5,568.08

### Exhibit 6: Wastewater Volumetric Rates

		2018	2019	2020	2021	2022	2023
		Existing	Proposed	Proposed	Proposed	Proposed	Proposed
Residential	0-8000 Gallons	\$ 3.75	\$ 3.75	\$ 3.75	\$ 3.90	\$ 4.06	\$ 4.22
	8,000+ Gallons	\$ 4.40	\$ 4.40	\$ 4.40	\$ 4.58	\$ 4.76	\$ 4.95
Commercial							
	Per 1,000 Gallons	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.24	\$ 6.49	\$ 6.75

### 2.4.3. WATER COST OF SERVICE

The existing revenue does not cover the cost of service for water. Therefore, Raftelis analyzed the water consumption data to determine if the current rate structure should be continued or if a new rate structure should be implemented. In considering the City's current structure and consumption patterns, Raftelis recommended that the City collapse its tiered block down to three blocks. This is reflected in Exhibit 6. To determine the cost allocations Raftelis worked extensively with City staff. This involved allocating costs by treatment plant, supply, distribution, etc. to determine relevant cost of service rates.

Through this process it was determined that with projected growth, the City would need a 12% increase in rate revenue in 2019 to reach cost of service in 2020. If projected growth changes materially in the upcoming years, then these estimates may need to be revised. Furthermore, with consultation of City staff, it was determined that the volumetric rate structure for water would be modified. The proposed rate structure change will be revenue neutral. The proposed rate structure allows the City to generate the required revenue in an equitable manner.

In years 2021-2023 water rate increases must be made to ensure revenue sufficiency. In 2024 a large bond issuance must occur that will increase costs significantly. The rate increases from 2021-2023 are to prepare for this. Exhibits 6 and 7 display the proposed water rates.

### Exhibit 6: Water Base Rates

		2018	2019	2020	2021	2022	2023
		Current	Proposed	Proposed	Proposed	Proposed	Proposed
<b>Residential</b>							
	5/8"	\$ 24.25	\$ 27.16	\$ 27.16	\$ 29.06	\$ 31.09	\$ 33.27
	5/8" Senior	\$ 20.65	\$ 23.13	\$ 23.13	\$ 24.75	\$ 26.48	\$ 28.33
<b>Commercial</b>							
	5/8" Positive Displacement	\$ 9.00	\$ 10.08	\$ 10.08	\$ 10.79	\$ 11.55	\$ 12.36
	3/4" Positive Displacement	\$ 13.50	\$ 15.12	\$ 15.12	\$ 16.18	\$ 17.31	\$ 18.52
	1" Positive Displacement	\$ 22.50	\$ 25.20	\$ 25.20	\$ 26.96	\$ 28.85	\$ 30.87
	1-1/2" Positive Displacement	\$ 45.00	\$ 50.40	\$ 50.40	\$ 53.93	\$ 57.71	\$ 61.75
	2" Positive Displacement	\$ 72.00	\$ 80.64	\$ 80.64	\$ 86.28	\$ 92.32	\$ 98.78
	2" Compound	\$ 72.00	\$ 80.64	\$ 80.64	\$ 86.28	\$ 92.32	\$ 98.78
	2" Turbine	\$ 90.00	\$ 100.80	\$ 100.80	\$ 107.86	\$ 115.41	\$ 123.49
	3" Compound	\$ 144.00	\$ 161.28	\$ 161.28	\$ 172.57	\$ 184.65	\$ 197.58
	3" Turbine	\$ 216.00	\$ 241.92	\$ 241.92	\$ 258.85	\$ 276.97	\$ 296.36
	4" Compound	\$ 225.00	\$ 252.00	\$ 252.00	\$ 269.64	\$ 288.51	\$ 308.71
	4" Turbine	\$ 378.00	\$ 423.36	\$ 423.36	\$ 453.00	\$ 484.71	\$ 518.64
	6" Compound	\$ 450.00	\$ 504.00	\$ 504.00	\$ 539.28	\$ 577.03	\$ 617.42
	6" Turbine	\$ 828.00	\$ 927.36	\$ 927.36	\$ 992.28	\$ 1,061.74	\$ 1,136.06
	8" Compound	\$ 720.00	\$ 806.40	\$ 806.40	\$ 862.85	\$ 923.25	\$ 987.88
	8" Turbine	\$ 1,440.00	\$ 1,612.80	\$ 1,612.80	\$ 1,725.70	\$ 1,846.50	\$ 1,975.76
	10" Compound	\$ 1,035.00	\$ 1,159.20	\$ 1,159.20	\$ 1,240.34	\$ 1,327.16	\$ 1,420.06
	10" Turbine	\$ 2,250.00	\$ 2,520.00	\$ 2,520.00	\$ 2,696.40	\$ 2,885.15	\$ 3,087.11
	12" Turbine	\$ 2,970.00	\$ 3,326.40	\$ 3,326.40	\$ 3,559.25	\$ 3,808.40	\$ 4,074.99

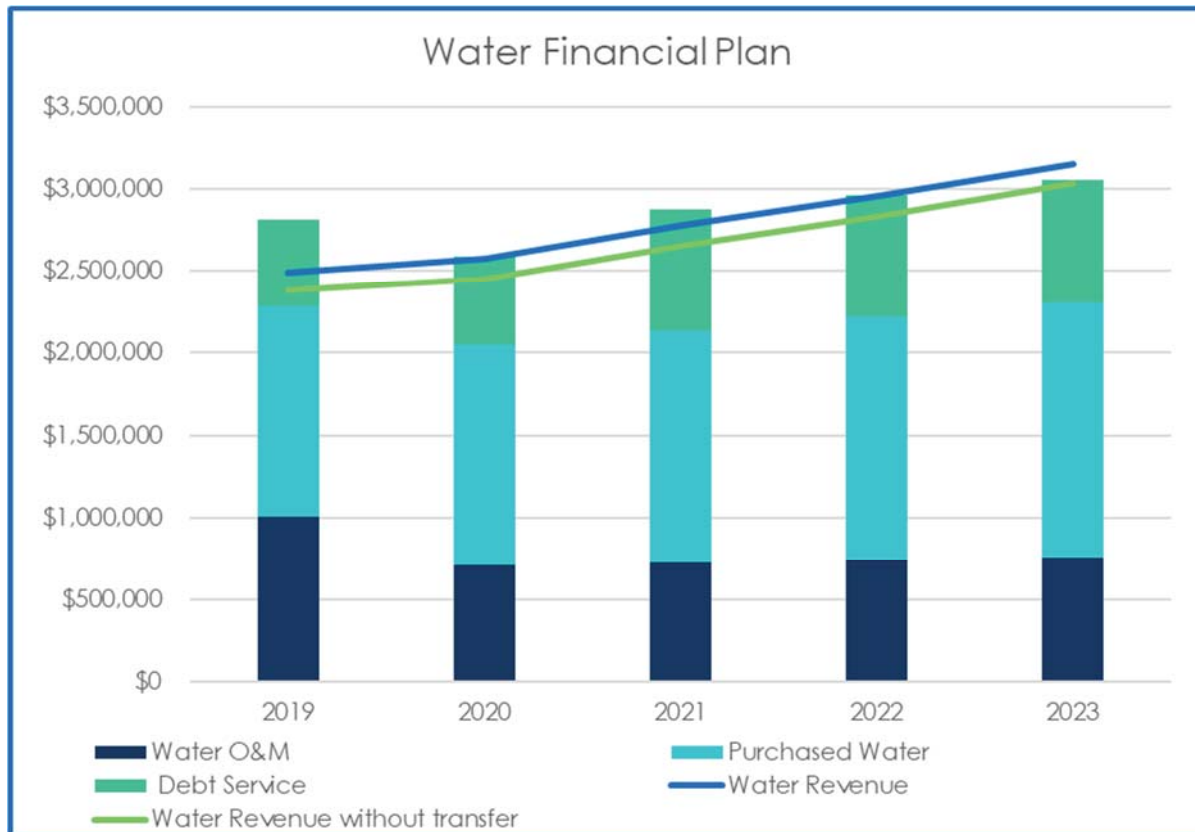
### Exhibit 7: Water Volumetric Rates

<b>Residential</b>							
		2018					
		Current					
	0-2,000 Gallons	\$ 0.50					
	2,0001-5,000 Gallons	\$ 2.70					
	5,001-10,000 Gallons	\$ 3.00					
	10,0001-15,000 Gallons	\$ 3.25					
	15,001-25,000 Gallons	\$ 3.50					
	25,000+ Gallons	\$ 4.25					
			2019	2020	2021	2022	2023
			Proposed	Proposed	Proposed	Proposed	Proposed
	0-2,000 gallons		\$ 1.10	\$ 1.10	\$ 1.18	\$ 1.26	\$ 1.35
	2,000-10,000 gallons		\$ 2.55	\$ 2.55	\$ 2.73	\$ 2.92	\$ 3.12
	>10,000 gallons		\$ 4.50	\$ 4.50	\$ 4.82	\$ 5.15	\$ 5.51
<b>Commercial</b>							
	All per 1,000 Gallons	\$ 6.30	\$ 7.06	\$ 7.06	\$ 7.55	\$ 8.08	\$ 8.64

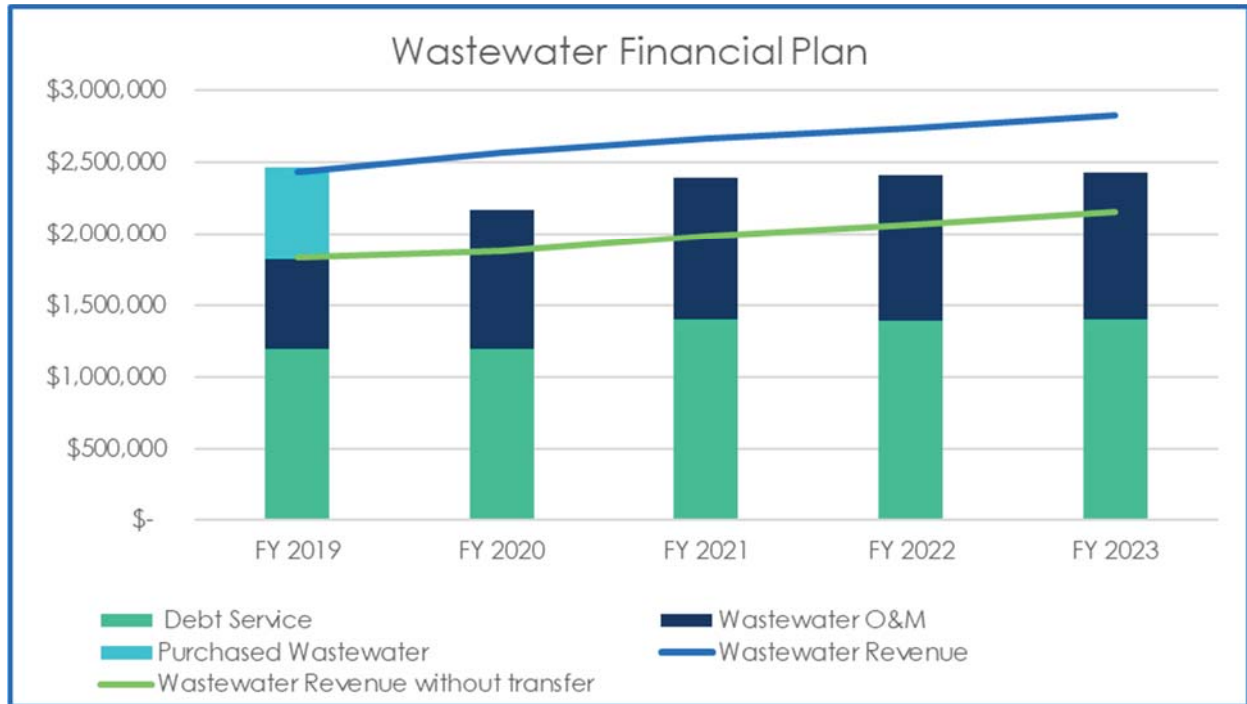
## 2.5. Results

With the proposed rate increases the water utility is projected to become more self-sufficient. Over the next couple of years, the Utility should closely observe their costs and demands. The ad valorem transfer does give the Utility financial assistance. When the wastewater treatment plant comes online, the Utility should experience a large drop in costs. If this does not occur, then the Utility may have to revisit these assumptions. The Utility is reliant on the ad valorem transfer, if this transfer decreases then the Utility may have to revisit these plans. The exhibits below show the performance of the Utility by division and at a combined level.

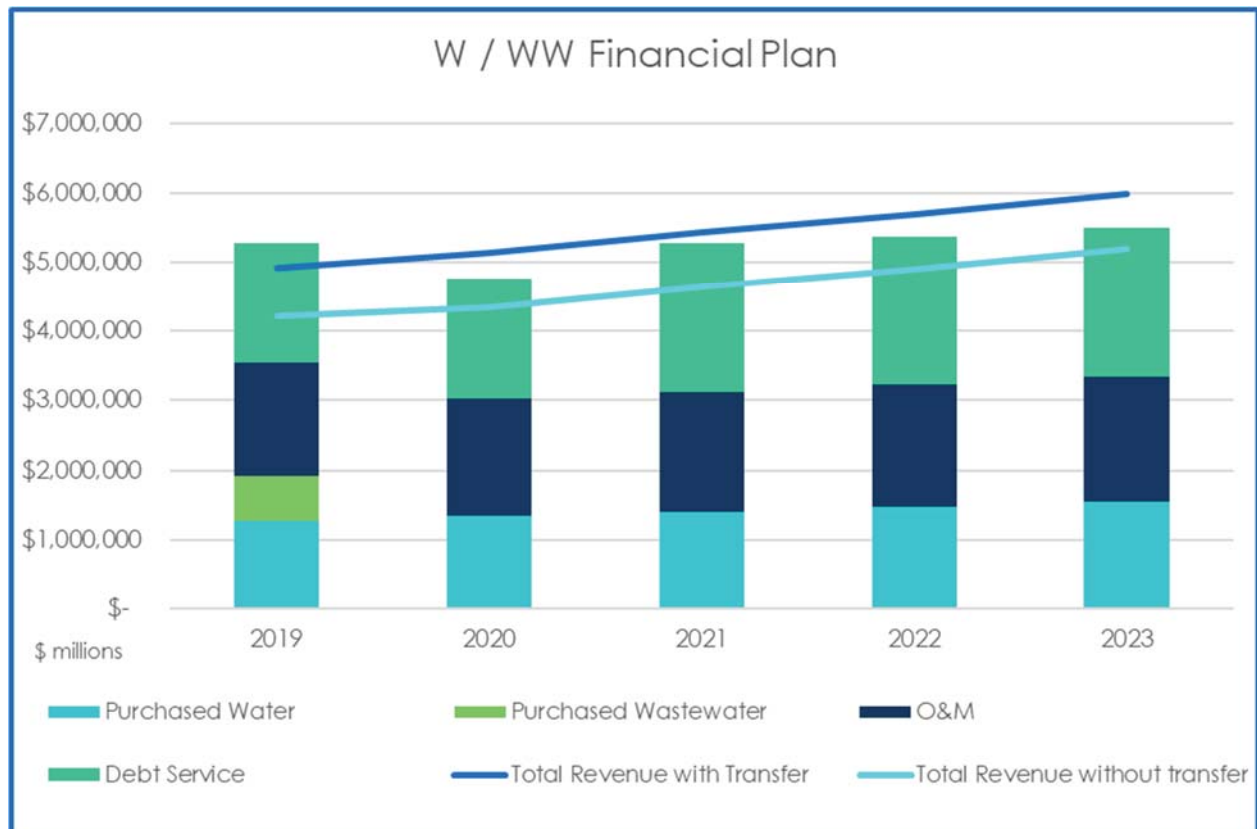
Exhibit 8 Water Financial Plan



**Exhibit 9 Wastewater Financial Plan**



**Exhibit 10 Combined Utility Financial Plan**





## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the second and final reading of an ordinance annexing 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:

Today is the second and final reading of the ordinance, the first reading was held on the September 19, 2018, City Council meeting.

The services agreement was approved as to form on the September 19, 2018, Council meeting and the agreement as modified will be included in the Annexation Ordinance for use as the exhibit and execution.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 531

Staff Memo - Services Agreement

Exhibit A - Legal Description

Exhibit B - Services Agreement (Modified)

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of Ordinance No. 531 with Exhibit A and Modified Exhibit B (Services Agreement); and with the understanding that PID proceeds may be used for improvements as long as a PID is approved and the improvements are authorized improvements in the service and assessment plan.

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



## **MEMORANDUM**

**TO:** Mayor and City Council Members

**FROM:** Veronica Rivera, Legislative and General Counsel

**DATE:** October 10, 2018

**RE:** Services Agreement Between the City of Manor and Dwyer Realty Companies

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The City of Manor (“City”) and Dwyer Realty Companies (“Owner”) entered into the Services Agreement as required by Local Government Code, Section 43.0672. Owner, through their attorney, submitted the attached letter to Mr. Tom Bolt, City Manager, requesting that he respond on behalf of the City that the understanding is that PID proceeds, and any other source of Owner funding, may be used for the costs of improvements.

After reviewing the request by Owner and discussing it with the City Manager, we responded on behalf of the City Manager and the City that the City concurs with the understanding that PID proceeds may be used for improvements as long as a PID is approved and the improvements are authorized improvements in the service and assessment plan.

The Owner did not object to the understanding reached.

# ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300  
AUSTIN, TEXAS 78701-2744  
512-435-2300

FACSIMILE 512-435-2360

SHARON J. SMITH  
(512) 435-2342  
ssmith@abaustin.com

October 1, 2018

City of Manor  
Attn: Mr. Thomas Bolt, City Manager  
105 E. Eggleston St.  
Manor, Texas 78653

Re: Lagos Annexation and Public Improvement District (the "PID")

Dear Tom:

On October 3, 2018, the Manor City Council will consider the second and final reading of an ordinance annexing area in the Lagos project to complete adjustment of boundaries between the City of Manor (the "*City*") and the City of Austin. Due to changes in annexation law passed by the Texas Legislature in 2017, the City staff has developed a new exhibit to the annexation ordinance. In lieu of an exhibit that in prior years would have been a service plan, the draft ordinance includes an exhibit titled "Agreement for Services" (the "*Agreement*"). The owner of the property, 706 Investment Partnership, Ltd., (the "*Property Owner*"), is herein providing supplemental information regarding certain language in the agreement.

In a similar manner to a service plan, the Agreement lists services that the parties agree will be provided by the City to the property being annexed (the "*Subject Property*"). The Agreement addresses construction, funding, and acceptance of water and wastewater lines (therein, "*facilities*"). The Exhibit states, "The Subject Property Owner shall construct the internal water lines and **pay the costs** of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances." [Emphasis added.] The Agreement also contains a similar provision for wastewater lines.

Because the area to be annexed will potentially be located within a public improvement district ("*PID*"), the costs for such facilities may be paid with PID proceeds. We expressed our concern to the City's legal counsel that language stating the Property Owner shall "pay the costs" could be interpreted to preclude funding with PID proceeds. In this particular matter, that concern is heightened because the proposed PID is not yet created, nor is there yet an acquisition or reimbursement agreement authorizing the use of PID proceeds for the facilities.

The City's legal counsel responded that they desired to maintain standard language for an annexation ordinance exhibit, without an express exception for facilities that could be funded with PID proceeds. We appreciate that they agreed to revise the language to state that the Property Owner shall "be responsible" for the costs. However, the Property Owner has agreed to the terms of the Agreement solely with the understanding that the use of PID proceeds, and any other source of Property Owner funding, may be used for the costs of eligible facilities.

**ARMBRUST & BROWN, PLLC**

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Please let us know that the City concurs with this understanding.

Sincerely,

Armbrust & Brown, PLLC



Sharon J. Smith

SJS:lam

Enclosures

cc: Paige Saenz, City Attorney  
City of Manor  
223 West Anderson Lane, Suite A105  
Austin, Texas 78752

Via Email: [paige@cityattorneytexas.com](mailto:paige@cityattorneytexas.com)

Scott Dunlop, Planning Coordinator  
City of Manor  
PO Box 387  
Manor, Texas 78653

Via Email: [sdunlop@cityofmanor.org](mailto:sdunlop@cityofmanor.org)

Frank Phelan  
Jay Engineering Company, Inc.  
PO Box 1220  
Leander, Texas 78646-1220

Via Email: [fphelan@jaeco.net](mailto:fphelan@jaeco.net)

## **ORDINANCE NO. 531**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 24.001 ACRES OF LAND, MORE OR LESS, THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICES AGREEMENT FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS;** pursuant to § 43.003, *Tex. Loc. Gov't Code*, the City of Manor, Texas (“the City”) is a home rule municipality authorized to annex territory lying adjacent and contiguous to the City;

**WHEREAS;** the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with § 43.0671, *Tex. Loc. Gov't Code*;

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

**WHEREAS;** the City Council has heard and has decided to grant the request;

**WHEREAS;** the two public hearing dates provided in Resolution No. 2018-08 were adjusted as follows: September 5, 2018 and September 19, 2018;

**WHEREAS;** two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.0673 of the *Tex. Loc. Gov't. Code*;

**WHEREAS;** notice of the public hearing of the territory proposed to be annexed was published in a newspaper of general circulation in the City and posted on the City’s Internet website not more than twenty (20) nor less than (10) days prior to the public hearings and the post remained on the City’s website until the date of the last hearing; and

**WHEREAS;** the City intends to provide services to the property to be annexed according to the Services Agreement entered into with the owner attached hereto as Exhibit “B”;

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

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

**Section 2.** That the following described property (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Manor:

Area 1: Being 24.001 acres of land 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 and being a portion of that certain 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas, being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

**First Reading PASSED AND APPROVED** on the 19<sup>th</sup> day of September 2018

**Second and Final Reading PASSED AND APPROVED** on the 17<sup>th</sup> day of October 2018

**THE CITY OF MANOR, TEXAS**

---

Rita G. Jonse,  
Mayor

**ATTEST:**

---

Lluvia Tijerina, TRMC  
City Secretary

**EXHIBIT “A”**

Property description: +/- 24.001 acres

**EXHIBIT “B”**

Approved Services Agreement



**EXHIBIT A**  
**Legal Description of 24.001 Acre Tract**

**LEGAL DESCRIPTION**  
**24.001 ACRES OF LAND**

BEING 24.001 acres of land 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, being a portion of that certain 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas; said 24.001 acres being more particularly described as follows:

COMMENCING, at a found iron rod located in the easterly right of way line of F.M. 973 (100' R.O.W.), and same being the westerly line of that certain 13.34 acre tract conveyed to the Board of Trustees of the Manor Independent School District, as recorded in Document No. 2015151286, Official Public Records of Travis County, Texas;

THENCE, Southwesterly, along the common boundary line of said 13.34 acre tract, the easterly right of way line of F.M. 973, and the arc of a curve to left having a radius of 5679.58 feet, a central angle  $01^{\circ} 24' 51''$ , an arc length of 140.19 feet and chord bearing:  $S 10^{\circ} 18' 42'' W$ , 140.19 feet, to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the easterly right of way line of F.M. 973 and along the said 13.34 acre tract, and into said 675.6978 acre tract, the following courses:

Southeasterly, along the arc of a curve to left having a radius of 6629.10 feet, a central angle  $19^{\circ} 57' 14''$ , an arc length of 2308.66 feet and chord bearing:  $S 89^{\circ} 23' 36'' E$ , 2297.01 feet, to a point;  
South  $61^{\circ} 50' 31''$  West, a distance of 1,289.27 to a point for the beginning of a curve to the right;  
Southwesterly, along the arc of a curve to right having a radius of 1000.00 feet, a central angle  $36^{\circ} 16' 07''$ , an arc length of 633.01 feet and chord bearing:  $S 80^{\circ} 00' 08'' W$ , 622.49 feet, to a point;  
North  $81^{\circ} 51' 49''$  West, a distance of 626.86 to a point located in the easterly right of way line of F.M. 973;

THENCE, along the easterly right of way of F.M. 973, the following courses:

North  $04^{\circ} 17' 10''$  East, a distance of 131.97 to a point;  
Northeasterly, along the arc of a curve to right having a radius of 5,679.58 feet, a central angle  $05^{\circ} 17' 30''$ , an arc length of 524.54 feet and chord bearing:  $N 06^{\circ} 57' 32'' E$ , 524.35 feet, to the POINT OF BEGINNING and containing 24.001 acres (1,045,472 square feet) of land;

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

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

*John G. Mosier*

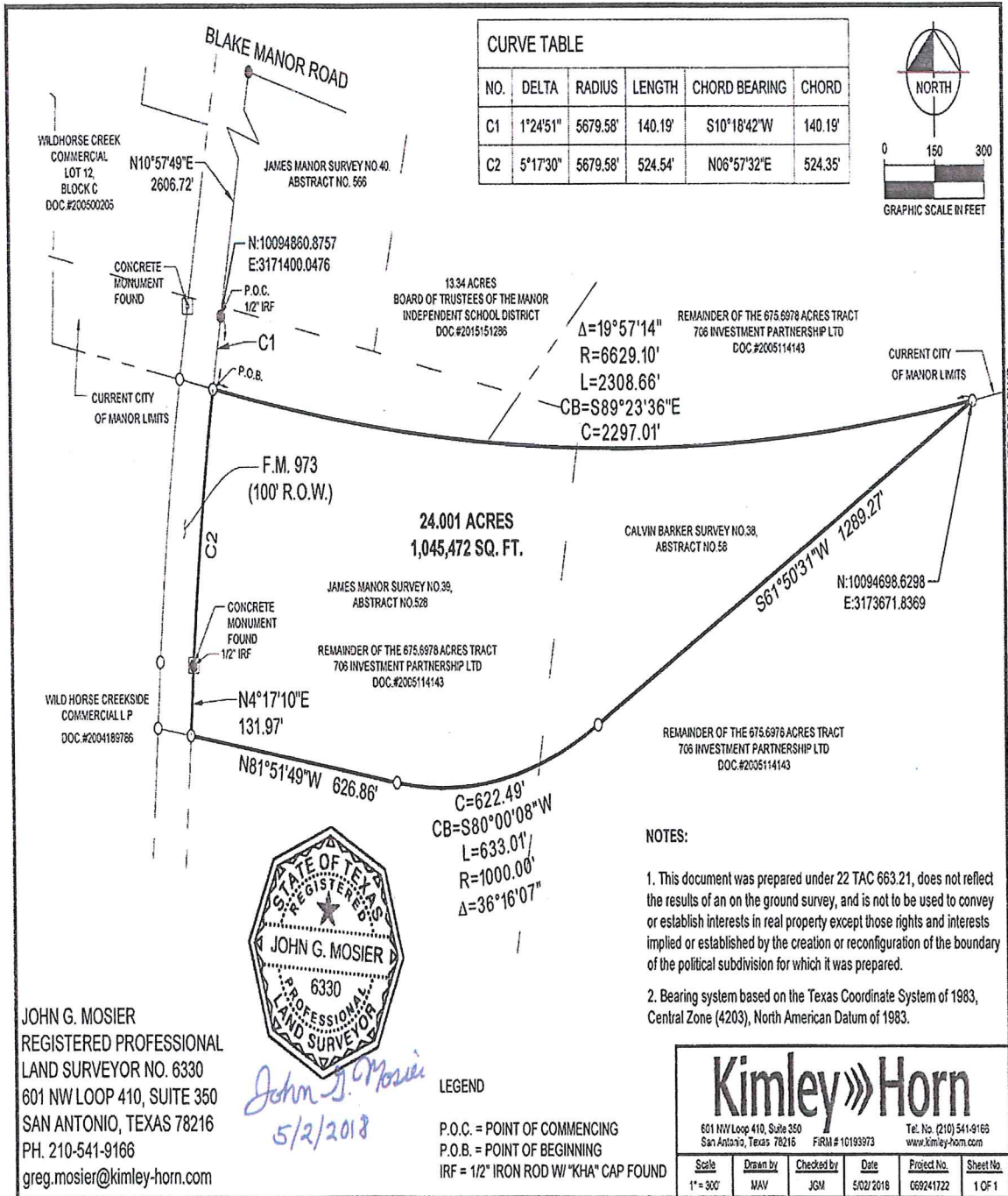
John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc., 601 NW Loop 410, Suite 350  
San Antonio, Texas 78216, Ph. 210-541-9166  
[greg.mosier@kimley-horn.com](mailto:greg.mosier@kimley-horn.com)  
TBPLS Firm No. 10193973



Signature Date: 5/2/2018

*(Handwritten mark)*

# EXHIBIT A-1 Property Depiction



*(Handwritten signature)*

## SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is entered into between the City of Manor, a Texas municipal corporation (the “City”) and 706 Development Corporation, a Texas corporation (the “Owner”). The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the City intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “Subject Property”);

**WHEREAS**, § 43.0672 of the *Tex. Loc. Gov’t. Code*, requires a written agreement for the provision of services in the area first be entered into between the City and Owner of the Subject Property;

**WHEREAS**, the City and the Owner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

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

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

**Section 1. Property Description.** The legal description of the Subject Property is as set forth in Exhibit “A” attached hereto and incorporated herein.

**Section 2. Services.** The following services will be provided for the Subject Property on the effective date of annexation of the Subject Property:

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

(1) Police protection as follows:

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

(2) Fire protection and Emergency Medical Services as follows:

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

- (3) Solid waste collection services as follows:

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

- (4) Animal control as follows:

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

- (5) Maintenance of parks and playgrounds within the City.

- (6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

- (7) Maintenance of other City facilities, buildings and service.

- (8) Land use regulation as follows:

On the effective date of annexation the Subject Property shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the landowner(s) or authorized city staff. The Developer shall apply for and obtain zoning for the property prior to proceeding with the platting of the property as proposed in the concept plan filed and deemed complete on May 17, 2018. Developer may not obtain approval of preliminary plans until such time as the zoning for the proposed use(s) has been obtained and Developer agrees to develop in compliance with all City ordinances, rules and regulations within the city limits, and zoning approved by the City.

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

- (1) Water service and maintenance of water facilities as follows:

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

- (B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the City upon the City either (i) holding a water certificate of convenience and necessity ("CCN") for the Subject Property or portions thereof in accordance with the terms of this Agreement; or (ii) the City having received other authorization to serve the Subject Property, as authorized by the Texas Water Code. Water service will be provided in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The Subject Property Owner shall construct the internal water lines and be responsible for the costs of line extension and construction of

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

(2) Wastewater service and maintenance of wastewater service as follows:

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

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

(3) Maintenance of streets and rights-of-way as appropriate as follows:

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

- (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
- (ii) Routine maintenance as presently performed by the City.

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

- (i) As provided in subsections (3)(A)(i)&(ii) above;
- (ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (iv) Installation and maintenance of street lighting in accordance with established policies of the City;

(C) The outer boundaries of the Subject Property abut existing roadways. The Owner agrees that no improvements are required on such roadways to service the property.

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

**Section 3. Owner's Obligations.** The Owner covenants and agrees to the following:

(a) The Owner shall not file for approval a subdivision plat, site plan, or related development document with the City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until the City has

obtained authorization to provide retail water service to the Subject Property, as provided under the Texas Water Code.

(b) Owner shall endeavor to, and shall request the utility owner holding the water CCN (“water CCN holder”) to, enter into a three-party agreement between Owner, the water CCN holder, and the City regarding the payment made to the water CCN holder for the decertification of the water CCN.

(c) If Owner is unable to obtain from the the water CCN holder agreement to decertification for the Subject Property from the water CCN, and payment therefor, Owner shall file a petition with the Public Utility Commission (“PUC”) for decertification.

(d) If the PUC does not grant Owner’s petition for decertification of the Subject Property from the water CCN, then Owner shall pay all costs associated with the City obtaining the decertification of the Subject Property from the water CCN, or other authorization to provide retail water service to the Subject Property.

**Section 4. Term.** The term of this Agreement (the “Term”) is ten (10) years from the Effective Date.

**Section 5. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 6. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 7. Covenant Running with the Land.** This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 8. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 9. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 10. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.



**Section 11. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 12. Enforcement; Waiver.** This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 13. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

**Section 14. Venue and Applicable Law.** Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 15. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 16. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

**Section 17. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY:**  
THE CITY OF MANOR,  
a Texas municipal corporation

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

**OWNER:**  
706 DEVELOPMENT CORPORATION,  
a Texas corporation

By: \_\_\_\_\_  
Peter A. Dwyer, President

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**BEFORE ME** the undersigned authority on this day personally appeared Rita Jonse, Mayor of the City of Manor, Texas, a home rule municipality, and acknowledged that she is fully authorized to execute the foregoing document on behalf of the City, and that she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_ day of \_\_\_\_\_ 2018.

(SEAL)

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

**THE STATE OF TEXAS   §**

**COUNTY OF TRAVIS       §**

**BEFORE ME** the undersigned authority on this day personally appeared Peter A. Dwyer, President of 706 Development Corporation, a Texas corporation, and acknowledged that he is fully authorized to execute the foregoing document on behalf of the corporation, and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_ day of \_\_\_\_\_ 2018.

(SEAL)

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

**AFTER RECORDING RETURN TO:**

City of Manor  
Attn: City Secretary  
105 East Eggleston Street  
Manor, TX 78653

**EXHBIT “A”**

**Legal Description of Subject Property**



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 17, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the second and final reading of an ordinance for a Final Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas. Applicant: Kimley-Horn Associates. Owner: Dwyer Realty Companies

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### BACKGROUND/SUMMARY:

The Final PUD site plan is the same document as the Preliminary. Our ordinance allows the preliminary and final PUD site plans to run concurrent if enough information is provided. Because this was an amendment to an already approved PUD we determined they could run concurrent. Today is the second and final reading of the ordinance, the first reading was held on the September 19, 2018, City Council meeting.

Planning Commission recommended approval 4-0.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 532

PUD Plan

Letter of Intent

Engineer Comments/Approval Letter

Notice Letter/Mailing Labels

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of Ordinance No. 532 for a Final Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and Calvin Barker Survey No. 38 and being located at N FM 973 and Brenham Street, Manor, Texas.

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

## **ORDINANCE NO. 532**

### **AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE AND REPEALING AND REPLACING ORDINANCE 441 BY REZONING A PARCEL OF LAND FROM INTERIM AGRICULTURAL (A) AND PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); 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 Planned Unit Development (PUD) and Interim Agricultural (A) to zoning district Planned Unit Development (PUD). The Property is accordingly hereby rezoned to Planned Unit Development (PUD). The conceptual plan and site layout attached hereto as Exhibit B is hereby adopted, and the Property shall be developed in accordance with this Ordinance and the Zoning Ordinance to the extent that the Zoning Ordinance is not modified by the PUD.

**Section 4. Repeal of Ordinance.** Ordinance Number 441 is repealed in its entirety and replaced with this Ordinance. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the City, the terms and provisions of this ordinance shall govern.

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

**First Reading PASSED AND APPROVED** on the 19<sup>th</sup> day of September 2018

**Second and Final Reading PASSED AND APPROVED** on the 17<sup>th</sup> day of October 2018

**THE CITY OF MANOR, TEXAS**

---

Rita G. Jonse,  
Mayor

**ATTEST:**

---

Lluvia Tijerina, TRMC  
City Secretary

**EXHIBIT “A”**

Property Address: SE Corner of FM 973 and Brenham Street

Property Legal Description:

Portions of the Calvin Barker Survey No. 38, James Manor Survey No. 39 and 40, James H  
Manning Survey No. 37



# EXHIBIT "A"

## Land

170.855 Acres  
Central Park Water Control and  
Improvement District No. 1

James Manor Survey No. 40,  
James Manor Survey No. 39,  
and the Calvin Barker Survey No. 38,  
06510.10  
April 12, 2006

Page 1

STATE OF TEXAS

COUNTY OF TRAVIS

FIELDNOTE DESCRIPTION to accompany a map of survey of a tract or parcel of land containing 170.855 acres situated in the James Manor Survey No. 39, the James Manor Survey No. 40, and the Calvin Barker Survey No. 38, Travis County Texas; the said 170.855 acres being portions of the following tracts of land;

Tract One (1) of 100.00 acres described in a special warranty deed recorded in Volume 12844, page 809 and more specifically described in Volume 684, page 29 both in the deed records of Travis County Texas; and Tract Five (5) of 308.68 acres (only those portions east of State Highway FM 973) described in a special warranty deed recorded in Volume 12844, page 806 and further described in Volume 659, page 327 as plat 1 of 27.52 acres, plat 3 of 81.63 acres, plat 4 of 89.27 acres, plat 5 of 47.15 acres, plat 6 of 18.37 acres, and plat 7 of 3.05 acres, said 170.855 acres being more particularly described my meets and bounds as follows:

BEGINNING at a 1/2" iron rod\* set at the intersection of the north line of plat 4 of tract five (89.27 acres), being the south line of the original city limits of the City of Manor as shown on a map or plat thereof recorded in book "V", page 796 of the deed records of Travis County, Texas, with the east right-of-way line of State Highway FM 973, said BEGINNING POINT is 30 feet left of State Highway centerline station 12 + 99 (according to record);

THENCE, S79° 43' 00" E, with the common line between the 89.27 acre tract and the city limits of Manor, 1399.48 feet to a 1/2" iron rod\* set for the southeast corner of the said city limits of Manor;

THENCE, N28° 30' 18" E, with the east line of the said City of Manor, 1.68 feet to a 1/2" iron rod\* set in the southerly right-of-way line of Blake-Manor Road, said iron rod set being in a curve to the right;

THENCE, along the said southerly right-of-way line of Blake-Manor Road with the following four (4) courses;

- 1) With the said curve to the right, having a central angle of 12° 01' 30", a radius of 785.51 feet, a long chord of 164.56 feet (chord bears S64° 54' 15" E) for an arc distance of 164.86 feet to a 1/2" iron rod\* set at the point of tangency;
- 2) S58° 53' 30" E, 851.55 feet to a 1/2" iron rod\* set for the point of curvature of a curve to the right;
- 3) With the said curve to the right, having a central angle of 29° 49' 11", a radius of 785.51 feet, a long chord of 404.22 feet (chord bears S43° 53' 35" E) for an arc distance of 408.82 feet to a 1/2" iron rod\* set at the point of tangency;

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P

- 4) S29°04'19"E at a distance of 171.88 feet pass a fence corner post on the apparent common line between above said plat 3 (78.22 acres) and plat 1 (23.03 acres) and continuing with the existing fence for a total distance of 1302.97 to a calculated point for a corner from which a 1/2 iron rod\* set at an angle point bears S29°04'19"E, 156.37 feet;

THENCE, crossing through the above said Tract 1, and Plots 1 and 3 of Tract 5, with a curve to the right, having a central angle of 53°03'16", a radius of 2640.00 feet, a long chord of 2358.17 feet (chord bears S73°45'22"W) for an arc distance of 2444.57 feet to a calculated point;

THENCE, S79°43'00"W, continuing across the above said plots 3, 4, 5 and 6 of Tract 5, for a distance of 1430.77 feet to a calculated point on the curving east right-of-way line of State Highway FM 973;

THENCE, along the east right-of-way line of State Highway FM 973, with a curve to the right, having a central angle of 0°20'07", a radius of 5679.58 feet, a long chord of 33.24 feet (chord bears N10°51'52"E) for an arc distance of 33.24 feet to a found concrete state highway monument (50' left of state highway centerline P.C. station 39+00.8);

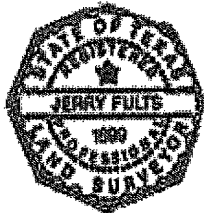
THENCE, N10°57'49"E, continuing along the east right-of-way line of State Highway FM 973, 2606.94 feet to the POINT OF BEGINNING and CONTAINING within these metes and bounds 170.835 acres of land area.

\*All 1/2" iron rods set herein have a plastic cap (stamped "Capital Survey Co., Inc.).

Items in ( ) are from record information.

The bearings and distances called for herein are grid bearings based on the Texas State Plane Coordinate System, Central Zone, NAD 83/93 datum determined by GPS observations.

This document was prepared under ZTAC663.21, and reflects the results of an on the ground survey, however, this document is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



  
Jerry Fulks  
Registered Professional Land Surveyor  
No. 4999 State of Texas



**EXHIBIT A**  
**Legal Description of 24.001 Acre Tract**

**LEGAL DESCRIPTION**  
**24.001 ACRES OF LAND**

BEING 24.001 acres of land 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, being a portion of that certain 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas; said 24.001 acres being more particularly described as follows:

COMMENCING, at a found iron rod located in the easterly right of way line of F.M. 973 (100' R.O.W.), and same being the westerly line of that certain 13.34 acre tract conveyed to the Board of Trustees of the Manor Independent School District, as recorded in Document No. 2015151286, Official Public Records of Travis County, Texas;

THENCE, Southwesterly, along the common boundary line of said 13.34 acre tract, the easterly right of way line of F.M. 973, and the arc of a curve to left having a radius of 5679.58 feet, a central angle  $01^{\circ} 24' 51''$ , an arc length of 140.19 feet and chord bearing:  $S 10^{\circ} 18' 42'' W$ , 140.19 feet, to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the easterly right of way line of F.M. 973 and along the said 13.34 acre tract, and into said 675.6978 acre tract, the following courses:

Southeasterly, along the arc of a curve to left having a radius of 6629.10 feet, a central angle  $19^{\circ} 57' 14''$ , an arc length of 2308.66 feet and chord bearing:  $S 89^{\circ} 23' 36'' E$ , 2297.01 feet, to a point;  
South  $61^{\circ} 50' 31''$  West, a distance of 1,289.27 to a point for the beginning of a curve to the right;  
Southwesterly, along the arc of a curve to right having a radius of 1000.00 feet, a central angle  $36^{\circ} 16' 07''$ , an arc length of 633.01 feet and chord bearing:  $S 80^{\circ} 00' 08'' W$ , 622.49 feet, to a point;  
North  $81^{\circ} 51' 49''$  West, a distance of 626.86 to a point located in the easterly right of way line of F.M. 973;

THENCE, along the easterly right of way of F.M. 973, the following courses:

North  $04^{\circ} 17' 10''$  East, a distance of 131.97 to a point;  
Northeasterly, along the arc of a curve to right having a radius of 5,679.58 feet, a central angle  $05^{\circ} 17' 30''$ , an arc length of 524.54 feet and chord bearing:  $N 06^{\circ} 57' 32'' E$ , 524.35 feet, to the POINT OF BEGINNING and containing 24.001 acres (1,045,472 square feet) of land;

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

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

*John G. Mosier*

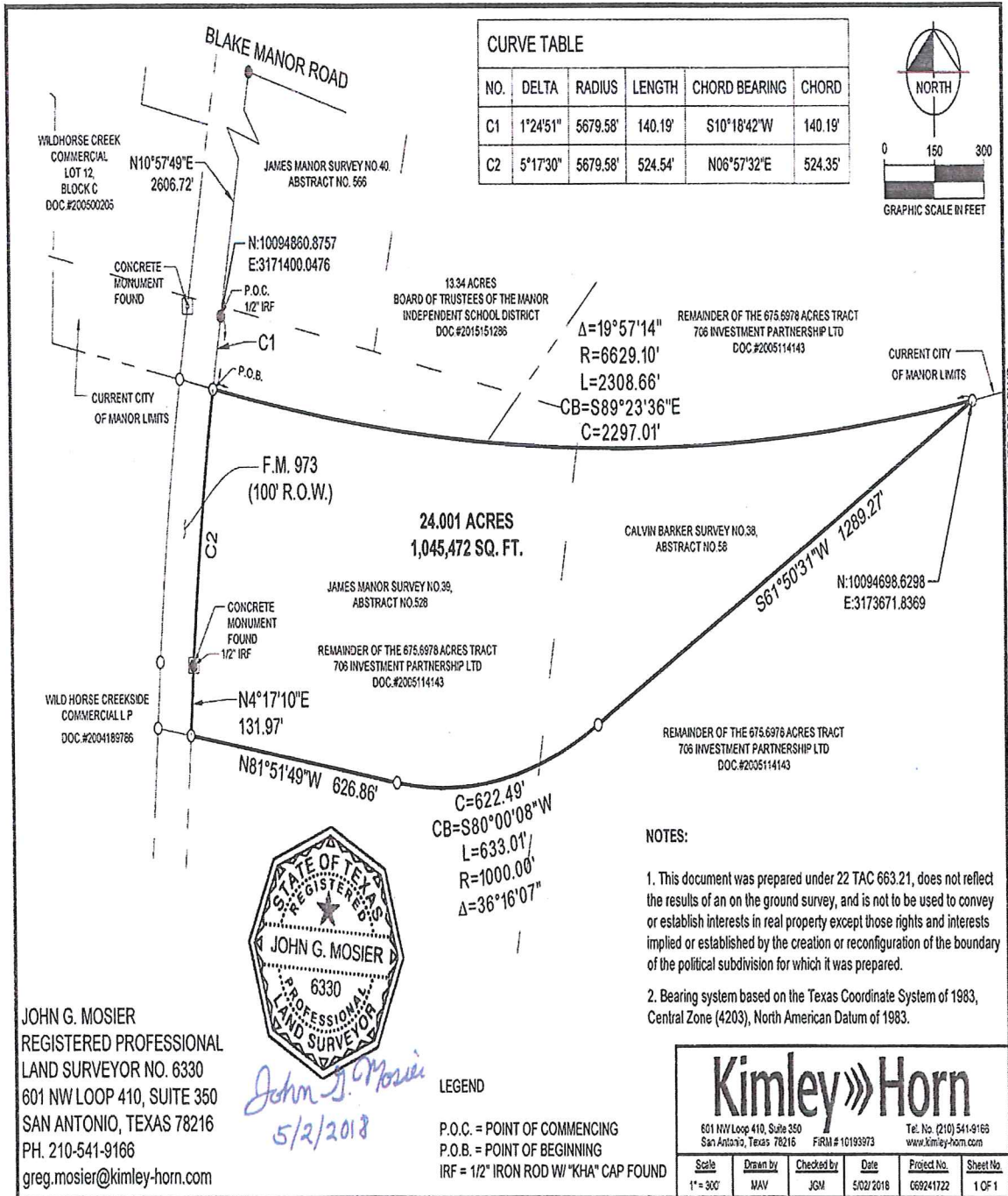
John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc., 601 NW Loop 410, Suite 350  
San Antonio, Texas 78216, Ph. 210-541-9166  
[greg.mosier@kimley-horn.com](mailto:greg.mosier@kimley-horn.com)  
TBPLS Firm No. 10193973



Signature Date: 5/2/2018

*(Handwritten mark)*

# EXHIBIT A-1 Property Depiction

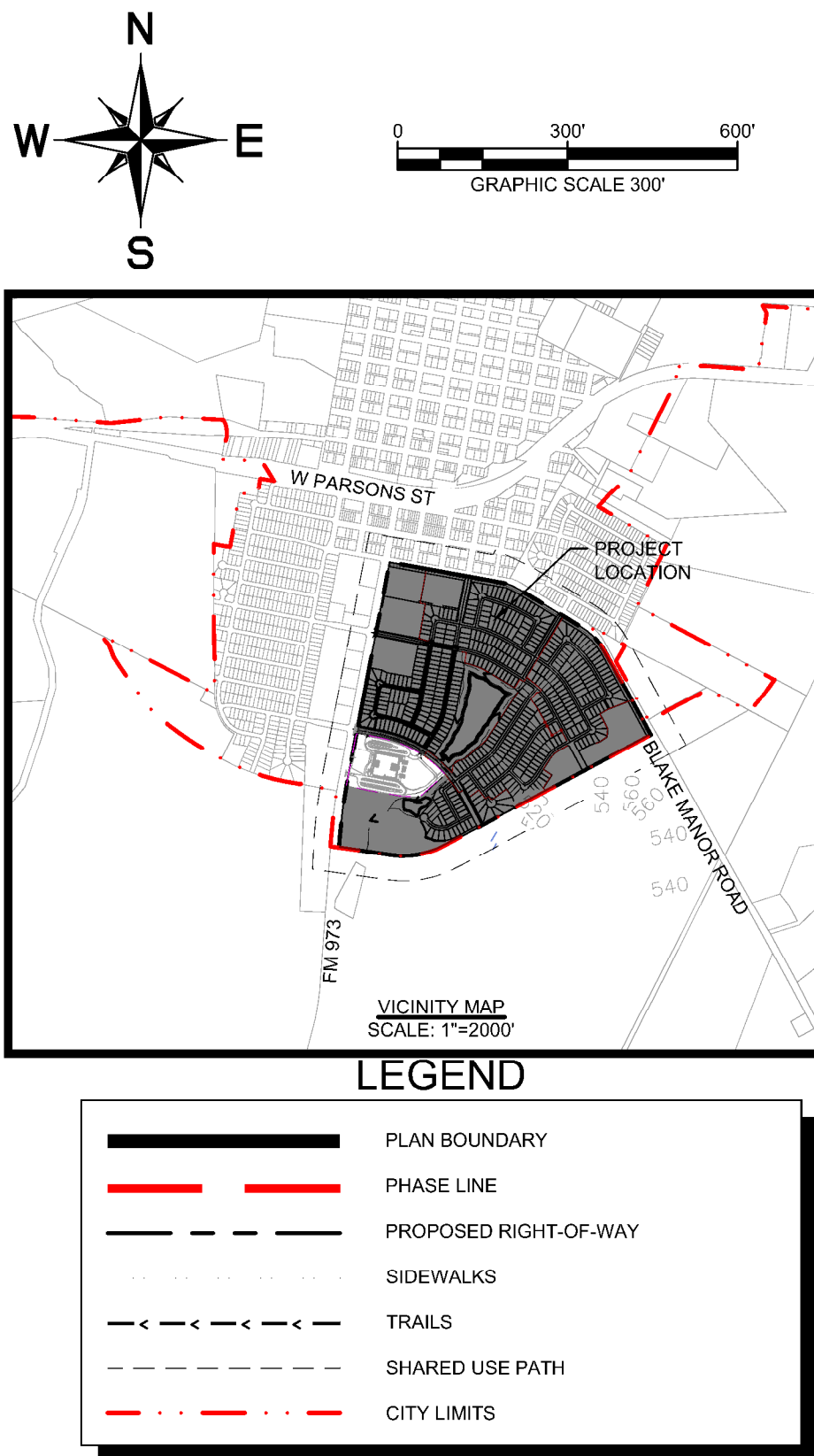


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## **EXHIBIT “B”**

Conceptual Plan and Site Layout





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JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759  
PHONE: 512-418-1771 FAX: 512-418-1791  
WWW.KIMLEY-HORN.COM  
TEXAS REGISTERED ENGINEERING FIRM # 222



# Kimley»Horn

December 16, 2015  
City of Manor  
Attn: Tom Bolt  
105 E Eggleston St.  
Manor, TX 78653

**RE: Lagos Master Planned Community PUD**

To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed Lagos Master Planned Community is located at the southeast corner of FM 973 and Blake Manor Road in Manor, Texas and Travis County. The existing property is approximately 700 undeveloped acres. The site consists of approximately 146 acres within the City of Manor's jurisdiction, with the remainder residing in the City of Austin.

The proposed development is seeking to be classified under the Planned Unit Development (PUD) zoning district in order to allow for a better community than conventional zoning would permit. The City of Manor Zoning Ordinance claims that "the purpose and intent of the Planned Unit Development District is to provide a flexible, alternative procedure to encourage innovative and imaginative designs for the unified development of the property." The City of Manor specifies seven main goals of PUD zoning that potential developments must accomplish. These have been presented and clarified below.

**(i) To allow development which is harmonious with nearby areas**

The Community is strategically located at the intersection of Blake Manor Road and FM 973. In 2011, Travis County voters approved nearly \$30,000,000 of roadway construction bonds to construct, in full or in part, a major roadway connector network including Wildhorse Connector Phases 1 and 2 which will bridge Gilleland Creek thereby tying the heart of Lagos to Parmer Lane, SH 130 and the Highway 290 Manor Expressway as well as the City of Manor's major north south arterial, FM 973, and to Blake Manor Road, the gateway road to southeast Travis County.

Because of the fact that the property resides in both Manor and Austin jurisdiction, the PUD zoning district would allow the Lagos development to more easily bridge gaps between municipalities and maintain a consistent and fluid community. The flexibility that PUD zoning allows will be invaluable as the previously mentioned roadway connector network comes into fruition and the City of Manor continues to grow.

**(ii) To enhance and preserve areas which are unique or have outstanding significance**

The rich cultural history of the area around Manor and eastern Travis County, will be researched, and preserved as areas develop. Components of cultural historic assets acquired will be catalogued and set in educational kiosks and displays throughout the Community to help educate the public on the many cultures that have existed on the fertile land that is Lagos.

The Gilleland Creek Greenway is a keystone in the City of Austin and Travis County's Parks and Open Space plan. Lagos shares nearly a mile of border with the future Gilleland Greenway. Numerous improvements including trail heads, parking, trails, play fields, lakes, wildlife habitat, nature educational exhibits, habitat enhancement or playscapes could be developed.

In addition to these preservation areas, Lagos will incorporate food and nature garden sites, to develop all age awareness of nature at work and how food grows and benefits the community.

### **(iii) To provide an alternative for more efficient use of land and infrastructure**

Wildlife water fowl habitat and natural areas will be integrated into each of the strategically placed habitat lakes that will be maintained at constant levels such that they will act as wildlife and waterfowl attractants and will also be part of a complex, state-of-the-art water quality system. Providing wet pond storm water bio-filtration during rain events, these ponds will serve many uses, including water quality, wildlife management, and public use and enjoyment for young and old alike. These ponds are systematically organized to reduce storm sewer infrastructure cost and provide aesthetic improvements to the community that typical stormwater management facilities cannot provide.

The City of Manor requires 5% of a site area be dedicated as parkland in a typical subdivision. This would equate to roughly 7.3 acres of the Lagos development within the City of Manor. At this time, approximately 14 acres are being dedicated as parkland, open space, and a wildlife management preserve. None of the parkland lies in a floodplain, and the area resides in the heart of the development – allowing for a greater, more convenient greenspace for the entire community.

The Lagos development intends to dedicate 50 feet of right of way for future expansions to Blake Manor Road, and has established a future right of way reserve as wide as 120 feet for a potential expansion to FM 973 at the southeast corner of the property. Safety is paramount in any development, and Lagos is dedicating this land to help ensure that the roadways surrounding it can provide adequate capacity for Manor's growing needs. Internal streets will be designed per the City of Austin Transportation Criteria Manual, and several minor arterial roadways with 70 feet of right of way will be used to provide access to the development.

### **(iv) To encourage harmonious and coordinated development**

Substantial 6, 8 and 10 foot wide bicycle and pedestrian trails will be able to be developed connecting the Highway 290 "Manor Expressway" trail to the Austin to Manor Rail Trail; the Parmer Lane trails, the WildHorse Connector and the future Gilleland Creek Greenway Trails, as well as numerous neighborhood trails within Lagos connecting neighborhoods, schools, businesses and community assets.

Numerous lakes, parks; some with improved Playgrounds and Playscapes, will be developed along public roadways and trails. Playground facilities will be all-age and all-ability accessible. A number of multi-use play fields would be developed for neighborhood sports activities, including soccer, softball, little league, basketball, football, lacrosse, and other activities.

**(v) To facilitate the analysis of the effect of the development upon the economy and area**

The most evident way that the Lagos Master Planned Community will provide improvements to the surrounding area and the City as a whole is in the additional residents that the development will serve. These residents will bring additional commerce and connection throughout the City.

The development will add to the tax base of the City, both through residents of Lagos and through businesses using the proposed commercial space. As the Lagos development is abutting several major roadways within the City, it makes logistical sense to offer a diverse set of uses in the area. The future roadway connector network will only increase the opportunity for the Lagos development to make a positive impact on both the City economy and the residents themselves.

**(vi) To provide and result in an enhanced residential and/or work environment**

Lagos' development will center around a series of man made lakes, embedded within the Community. These lakes will provide visual and recreational amenities for the public, in general, and the residents specifically. Lake front home sites will be very desirable.

Many of the lakes in Lagos will contain fishery habitats, with hydrophilic vegetation strategically designed to promote game fish development suitable for catch and release enjoyment. The lakes will be designed and built with many public amenities, including educational pavilions, fishing points, picnic points and knolls and water front park spaces. The lakes' interpretive center and surrounding wildlife habitat will be maintained by the Lagos Gilliland Wildlife Habitat Conservation Foundation.

**(vii) To achieve overall coordinated mixed-use developments**

The draught of the last three years has taken its toll on the riparian woodlands along Gilleland Creek within the planned Greenway. Nearly 50% of the mature trees in some areas have perished. The Lagos development would facilitate a professional reforestation program in conjunction with the planned park and greenway improvements listed above.

The Lagos development also proposes space dedicated to village clusters – a detached low density multi-family area. Tentative densities from these areas is approximately 10 units per acre. Somewhat akin to town homes, these clusters will allow for more options for potential residents of the Lagos development. Rather than construct apartment complexes side by side with single family residences, the Lagos development aims to use village clusters to diversify the property. Typical zoning regulations would not easily allow for this solution.

## Subdivision Variances Requested

The Subdivision Variances requested for the Lagos PUD are as follows:

1. An aerial photograph may be submitted at the preliminary plat stage rather than a tree survey.
2. An inventory of significant trees that identifies the number of significant trees by category (trees 18 inches in caliper or larger and trees between 8 and 18 inches in caliper) to remain during construction and the number of significant trees in each category designated to be removed during construction shall be permitted with construction plans.
3. The number of replacement trees that will be installed, without the identification of the particular location at which the replacement trees shall be installed, shall be submitted with construction plans.
4. Significant cottonwood, hackberry or mesquite trees removed shall be replaced at a rate of 50% per caliper inch with an approved hardwood tree. All other significant trees must be replaced at the ratios defined in the city's subdivision ordinance.
5. The minimum lot area and lot width requirements (including the percentage of total lots within the master land plan that are permitted to be of such minimum lot area and lot width category), height and setback requirements, lot coverage requirements, parking requirements, and landscaping requirements for each lot shall be as set forth in the minimum development standards for lots within the master land plan and outside the corporate boundaries of the city or as set forth in the pud variances for lots within the pud and the corporate boundaries of the city.
6. Lots shall not be required to face a similar lot across the street.
7. Side lot lines shall not be required to project away from the front lot line at approximately right angles to street lines and radial to curved street lines.
8. The construction of sidewalks in residential and commercial areas need not be completed prior to final approval and acceptance of a final plat, but must be completed prior to the issuance of a certificate of occupancy or within 2 years from the approval of the final plat. A cost estimate for the construction of any sidewalks in residential areas not constructed prior to the final approval and acceptance of the final plat shall be prepared and a bond for 110% of such costs shall be posted with the city. Each year the developer and city may agree to the additional sidewalks in residential areas that were completed during the previous year and reduce the amount of the bond to reflect the construction costs of the sidewalks that have been completed. Sidewalks in residential areas not completed prior to the end of the 2-year period shall be completed by the developer or by the city with the bond funds. Failure to provide sufficient bonds or complete the sidewalks in residential areas shall not obligate the city to build sidewalks. The construction of sidewalks in non-residential areas shall be completed during subdivision construction.
9. Lot frontage widths of single-family lots shall be as follows:
  - a. Not more than 45% of such lots, not including cul-de-sac lots, may have a lot frontage width of not less than 40 feet.

- b. 55% or more of such lots, not including cul-de-sac lots, shall have a lot frontage width of 50 feet or greater.
  - c. Any cul-de-sac lot shall have a lot frontage width of no less than 30 feet.
10. The minimum single-family residential lot shall be 6,000 feet.
11. Front setbacks for single-family residential lots shall be staggered as follows:
- a. 40% of all lots within the property shall have a set back of 20 feet from the front property line.
  - b. 20 % of all lots within the property shall have a set back of 22.5 feet from the front property line.
  - c. 20% of all lots within the property shall have a set back of 25 feet from the front property line
  - d. 20% of all lots within the property shall have a set back of 27.5 feet from the front property line.
12. Single-family residential lots have a minimum side set back of five (5) feet for each lot.
13. Single-family residential lots have a minimum rear set back of ten (10) feet for each lot.

## Zoning Variances Requested

The Zoning Variances requested for the Lagos PUD are as follows:

### 1. Approved Land Uses

The land uses shown on the master plan shall be permitted. Changes to the location of the land uses shown on the master plan shall be granted by the planning and zoning commission if: (a) the proposed land uses are consistent with the following table; or (b) the change in location of land uses does not result in a higher density use than the use shown on the master plan. Any application for a change in location of land uses is deemed approved if the planning and zoning commission does not disapprove it within 30 days after the date the application is filed with the city secretary. If the planning and zoning commission disapproves an application for a change of land uses, then the applicant may appeal that disapproval to the city council. The city council will act on the appeal within 30 days of the date the appeal is filed with the city secretary.



**TABLE 1: SITE DATA AND ACREAGES**

LAND USE	ACREAGE	PERCENTAGE OF TOTAL ACREAGE
SINGLE-FAMILY RESIDENTIAL (R-2*)	96.4	65.92%
VILLAGE CLUSTER RESIDENTIAL (R-3)	11.4	7.76%
COMMERCIAL (C-1 AND C-2)	14.1	9.63%
OPEN SPACE (OS)	14.2	9.72%
MAJOR ROADWAYS	10.2	6.97%
TOTAL	146.2	100%

## 2. Minimum Lot Size, Height and Placement Requirements

**TABLE 2: SETBACK, HEIGHT, AND LOT WIDTH INFORMATION**

LAND USE	FRONT YARD SETBACK (FT)	SIDE YARD SETBACK (FT)	STREET SIDE YARD SETBACK (FT)	REAR YARD SETBACK (FT)	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MAXIMUM HEIGHT LIMIT (FT)
R-1*	25	10	15	25	6,000	50-60	35
R-2	20	5	15	10	7,200	50	35
C-1	25	7	15	15	5,750	50	60
OS	25	10	15	25	7,500	60	35

Note: single-family development will follow setback and height guidelines for the r-2 zoning district, but will allow for a minimum lot size of 6,000 square feet for a portion of the development.

## 3. Lot Coverage

**TABLE 3: ALLOWABLE LOT COVERAGE**

LAND USE	MAIN BUILDINGS	MAIN AND ACCESSORY BUILDINGS
R-2*	40%	50%
R-3	40%	50%
C-1 AND C-2	60%	70%
OS	50%	60%

## 4. Parking

Off-street parking for more than five vehicles and loading areas shall be effectively screened by a private fence, hedge, planting or natural vegetation or topography on each side which adjoins land designated for a residential use or a residential use.

## 5. Landscaping

The following percentage of the net area of each lot shall be landscaped. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that would make improvements impractical.

**TABLE 4: LANDSCAPING REQUIREMENTS**

LAND USE	NET LOT AREA
R-2*	SEE NOTE
R-3	20%
C-1 AND C-2	15%
OS	20%

Note: minimum landscape requirements for each lot within a single-family, dwelling, or a manufactured home, shall be a minimum of two (2) two-inch trees, six (6) two-gallon shrubs and lawn grass from the property line to the front two (2) corners of the structure. Residential structures on reverse frontage lots shall also be required to screen the rear of the structure from the abutting highway, access road, or other public right-of-ways.

Landscaping placed within public right-of-way shall not be credited to the minimum landscape requirements by this section unless the developer and the city negotiate a license agreement by which the developer assumes the responsibility for the maintenance, repair and replacement for all landscaping located within the public right-of-way.

## 6. Maximum Density

**TABLE 5: ALLOWABLE MAXIMUM DENSITIES**

LAND USE	MAXIMUM DENSITY
R-3	10 UNITS PER ACRE
C-1 AND C-2	1.8 TO 1 FAR

Please contact me at 512-418-1771 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Robert J. Smith, P.E.  
Senior Project Manager

Lagos  
706 Investment Partnership, Ltd.  
**Wildlife Management Plan for 2015-2019**  
Site Visit Conducted on April 19, 2015  
Summary

Property Description:

± 681.192 acres in eastern Travis County off of FM 973 and Blake Manor Road, approximately 1 mile south of US Highway 290 in Manor, Texas. See attachment for specific Travis CAD account numbers.

Ownership:

706 Investment Partnership, Ltd.  
9900 Hwy 290 E  
Manor, TX 78653

Current Use:

Valued under 1-d-1 open spaces agricultural use appraisal.

Planned Use:

Wildlife management for active recreational use and passive aesthetic enjoyment; to be valued under 1-d-1w wildlife management use appraisal.

Target Indigenous Species:

Songbirds  
Mourning Dove  
White-tailed Deer  
Wild Turkey

Planned Management Practices: (7 out of 7)

Habitat Control

1. Brush Management 2015-2019

Erosion Control

1. Pond Construction and Major Repair 2015-2024

Predator Control

1. Imported Red Fire Ant Control 2015-2019

Supplemental Water

1. Marsh/Wetland Restoration or Development 2015-2024
2. Well/Troughs/Windmill Overflow/Other Wildlife Waterers 2015-2024

Supplemental Food

1. Feeders and Mineral Supplementation 2015-2019

Providing Shelters

1. Nest Boxes, Bat Boxes 2015-2019
2. Brush Piles and Slash Retention 2015-2019

Making Census Counts to Determine Population

1. Songbird Transects and Counts 2015-2019

Lagos  
706 Investment Partnership, Ltd.  
**Wildlife Management Plan for 2015-2019**  
Prepared by PLATEAU Land & Wildlife Management, Inc.  
Site Visit Conducted on April 19, 2015

## Property Description

Size	+/- 681.192 acres
Location	eastern Travis County
Nearest Town/Major Intersection	1 mile south of US Highway 290 in Manor, Texas off of FM 973 and Blake Manor Road
Shape	Irregular
Boundary Features	The western boundary occurs along FM 973 while the northern boundary occurs along Blake Manor Road. All remaining boundaries occur along fence lines with neighboring tracts.
Significant Water Features	One large pond and two smaller tanks occur on the property. Numerous drainages bisect the property, typically draining from east to west.
Terrain	Gently sloping from east to west.
Elevation	Maximum - 560 ft MSL Minimum - 475 ft MSL
Fencing	Perimeter
Wildlife Use Appraisal Region	Eastern Edwards Plateau
Ecological Region	Blackland Prairie
River Sub-Basin	Lower Colorado-Cummins
Major River Basin	Colorado River
Coastal Bay	Matagorda Bay
Average Rainfall for Area	32-34 inches/yr

## Current Habitat Description

The Lagos property consists of two major habitat types including:

1. Old Pasture
2. Mixed Woodlands

### Old Pasture

#### Where It Occurs:

The overwhelming dominating habitat throughout the entire property is old pasture.

#### Canopy Layer:

Canopy cover within this habitat is extremely variable, dependant on the amount of regrowth, invasive mesquite. Scattered portions of the old pasture are nearly void of canopy species, and in some cases void of any wooded species. Mesquite has severely invaded the majority of the property, and is representative of the various age classes of growth. In some cases, hackberry, cedar elm, or bois d'arc can be found scattered amongst the dense mesquite layer.

Shrub Layer:

Mesquite can be found in large sections of similar structure, indicating previous efforts to control. Diversity is extremely low throughout with only a scattering of other species occurring. Prickly pear cactus, condalia spp., twist-leaf yucca, bumelia, and lime prickly-ash were seen scattered throughout, in extremely limited numbers.

Herbaceous Layer:

The herbaceous community is comprised of a mixture of weedy forbs and dense cool season grasses. Some patches are comprised almost entirely of weedy forbs such as croton, giant ragweed, silver-leaf nightshade, cocklebur, evening primrose, and Indian paintbrush. When grass is present, cool season grasses such as rescuegrass, Texas wintergrass, Japanese brome, and ryegrass are common with a scattering of warm season remnants such as silver bluestem and limited little bluestem.

Plants Observed/Expected:

<b>Trees</b>	<b>Shrubs/Vines/Succulents</b>	<b>Grasses/Forbs</b>
Mesquite Cedar elm Hackberry Bois d'arc Bumelia	Young mesquite Prickly pear cactus Bumelia Twist-leaf yucca Lime prickly-ash Flame-leaf sumac Condalia spp. Willow baccharis	Rescuegrass Texas wintergrass Ryegrass Japanese brome Coastal bermudagrass Silver bluestem Little bluestem Cocklebur Silver-leaf nightshade Evening primrose Indian paintbrush Erect gayfeather Western ragweed Croton Giant ragweed

**Mixed Woodlands**

Where It Occurs:

The mixed woodlands are found along the drainages, scattered fence lines, and a small woodland patch located along the northern boundary.

Canopy Layer:

Canopy within these woodlands is typically comprised of hackberry, mesquite, bois d'arc, bumelia, Texas ash, and occasional non-natives such as Chinese tallow and chinaberry.

Shrub Layer:

The understory shrub layer is often limited with low diversity. Young mesquite dominates the layer with scattered flame-leaf sumac, possumhaw, bumelia, condalia, and prickly pear cactus.

Herbaceous Layer:

The herbaceous community is limited within the denser habitats with only a scattering of grasses and forbs occurring. A few pockets of giant reed are present. Giant ragweed occurs along the edges of the woodlands and the old pasture habitats.



**Plants Observed/Expected:**

<b>Trees</b>	<b>Shrubs/Vines/Succulents</b>	<b>Grasses/Forbs</b>
Hackberry	Young mesquite	Little bluestem
Cedar elm	Bumelia	Giant reed
Bois d'arc	Prickly pear cactus	Giant ragweed
Texas ash	Possumhaw	Croton
Bumelia	Condalia	Various paspalums
Chinaberry	Flame-leaf sumac	Virginia wildrye
Chinese tallow	Willow baccharis	Texas wintergrass
	Greenbriar	Frostweed

**Management Priorities:**

Numerous activities can benefit the wildlife on the property and can be broken to immediate action items. Those that will be more long-term will likely take a few years to initiate. Activities that will immediately benefit wildlife include the treatment of imported red fire ants, control of invasive mesquite, installation of nesting boxes for cavity nesting species such as wrens and titmouse, and providing permanent food and water sources a wide variety of wildlife. Eventually, the creation of scattered ponds and seasonal wetlands, which may be maintained by pumped water will provide valuable habitat for wildlife. The benefits of long-term mesquite control can be compounded by the planting a mixture of native trees and shrubs.

**White-tailed Deer:**

Based on discussions with the landowner, deer numbers are currently low. While deer are not a target species of this wildlife management plan and hunting is not a formal component of this plan, reducing deer numbers is encouraged as it will increase the abundance and diversity of seed-producing forbs (an important food source for a variety of seed eaters), encourage recruitment of important shrubs and trees (important cover and food sources for a variety of birds and mammals), and increase amounts of available forage for all wildlife. The use of corn or other supplemental feeders on properties where no hunting will occur is discouraged.

**Soil Types (from NRCS Soil Descriptions)**

There are six main soil types located on the Lagos property in Travis County.

**Map unit: FhF3 - Ferris-Heiden complex, 8 to 20 percent slopes, severely eroded**

The Ferris, severely eroded component makes up 60 percent of the map unit. Slopes are 8 to 20 percent. This component is on linear gilgai on ridges on plains. The component is in the Eroded Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation includes big and little bluestem, indiagrass switchgrass, wildrye, meadow dropseed, Texas wintergrass, silver bluestem Engelmann daisy Maximilian sunflower gayfeather black samson, bundleflower sensitivebrier neptunia prairie clovers, scurfpea, button snakeroot, and groundplum.

**Map unit: HeD2 - Heiden clay, 5 to 8 percent slopes, moderately eroded**

The Heiden, eroded component makes up 95 percent of the map unit. Slopes are 5 to 8 percent. This component is on linear gilgai on ridges on plains. This component is in the Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundle flowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

**Map unit: HnB - Houston Black clay, 1 to 3 percent slopes**

The Houston Black component makes up 95 percent of the map unit. Slopes are 1 to 3 percent. This component is on circular gilgai on ridges on plains. This component is in the Blackland Pe 44-64

ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundle flowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

**Map unit: HnC2 - Houston Black clay, 3 to 5 percent slopes, moderately eroded**

The Houston Black, eroded component makes up 95 percent of the map unit. Slopes are 3 to 5 percent. This component is on linear gilgai on ridges on plains. This component is in the Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundle flowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

**Map unit: HoD2 - Houston Black gravelly clay, 2 to 8 percent slopes, moderately eroded**

The Houston Black, eroded component makes up 95 percent of the map unit. Slopes are 2 to 8 percent. This component is on linear gilgai on ridges on plains. This component is in the Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundleflowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

**Map unit: Tw - Tinn clay, 0 to 1 percent slopes, frequently flooded**

The Tinn component makes up 95 percent of the map unit. Slopes are 0 to 1 percent. This component is on circular gilgai on flood plains on plains. The component is in the Clayey Bottomland Pe 44-64 ecological site. Climax vegetation supports oak, elm, hackberry, and ash with understory of grape, greenbrier, honeysuckle, and hawthorn. Virginia wildrye, switchgrass, eastern gamagrass, and beaked panicum occur with blood ragweed, ironweed, white crownbeard, and spiny aster.

## **Past History of Land Use and Wildlife**

The Lagos property has historically been used for agriculture and is valued under 1-d-1 open space valuation. The abundance of wildlife currently on the property provides both passive and aesthetic enjoyment for the landowner's family and friends.

## **Landowners' Goals**

The landowner intends to manage this land to the benefit of native wildlife and sustaining habitat including restoration to healthy community associations of Blackland Prairie woody and grassland species. It is their intention to restore and manage this land for increased biodiversity for the passive and aesthetic enjoyment afforded by the property. This healthy habitat will be managed primarily for the benefit of songbirds, white-tailed deer, Mourning Dove and ground-nesting birds such as Wild Turkey. While the target species of this plan are restricted to the above species, activities performed will benefit a wide variety of wildlife in addition to improving overall land health and ecological function. Because different portions of the property are suitable for different types of wildlife, actively managing for multiple species concurrently is consistent with wildlife management principles and will maximize overall benefit to wildlife.

## **Wildlife Management Plan**

Preparation and implementation of this wildlife management plan involves enumerating the target species, planned practices, and monitoring methods. This plan was prepared by Mark Gray, wildlife biologist, of Plateau Land and Wildlife Management, Inc. The site visit to gather information used for this plan was conducted on April 19, 2015.

## Planned Wildlife Management Practices

### Habitat Control

1. Brush Management. (2015-2019) Overgrowth of mesquite will be controlled to reduce density/prevent invasion and improve habitat for wildlife. Mesquite is a root-sprouter and requires chemical treatment or complete bud zone removal to achieve control. Chemical treatment method is dictated by the size and structure of the trees. Mechanical control involves uprooting the plant with a power-grubber or other grubbing attachment.

Large trees with rough bark should be treated with the cut-stump method that involves cutting the plant off at ground-level and immediately spraying the stump with a 15% mix of Remedy™ in diesel or Remedy RTU. This method may be used in conjunction with hydraulic shears to remove the above-ground portion of the plant. Shears with built-in herbicide application capabilities streamline the process. This treatment can be applied at any time of the year.

Trees with few basal stems (trunks emerging from the ground) and smooth bark can be treated using the low-volume basal spray method, which eliminates the need to cut the tree down prior to treatment. This involves spraying the lower 12-18 inches of each basal stem with a 15%-25% mix of Remedy™ in diesel or Remedy RTU. This method may be applied throughout the year, but best results are achieved during the growing season.

Young, regrowth plants (particularly those <8ft tall with many basal stems) can be quickly controlled by a foliar application of ½% Remedy and ½% Reclaim in water or a ¼%-¾% mix of Sendero herbicide in water. A surfactant such as methylated seed oil (MSO) and dye should be added to the mixture. This method should only be applied in the late spring/early summer once the leaves turn dark green and no new, light-green leaves are present on the plant.

All of these methods are detailed in the Brush Busters program for mesquite control (<http://texnat.tamu.edu/about/brush-busters/>). Brush management will annually affect a minimum of 10 acres. Receipts for chemicals, and a map indicating areas controlled each year will be available on request.

In addition, in order to provide cover and shelter for songbirds and other wildlife, young hardwoods will be planted and/or protected from deer browsing. Protecting young saplings with either fencing or slash material will allow these trees to grow and contribute to the tree layer. Excessive browsing by deer on important hardwoods is having a detrimental impact on woody plant diversity, including the Lagos property. Trees to protect include Spanish oak, Eve's necklace, hackberry, and escarpment black cherry. Maps of locations of plantings and protected areas along with photographs of protected plants will be available on request.

### Erosion Control

1. Pond Construction and Major Repair. (2015-2024) A series of small and larger ponds will be constructed for the purpose of controlling and preventing erosion while providing habitat diversity and wildlife benefits. These ponds will be supplemented year round by well water pumped directly on-site. Creation of shallow water areas as primary production wetlands will be undertaken where feasible. This activity will count for 10 years of credit upon completion as long as annual maintenance is performed. The pond construction areas is indicated on the attached map. Photos and associated records will be available on request.

## Predator Control

1. Imported Red Fire Ant (IRFA) Control. (2015-2019) The landowner is aware of the potential negative effect of Imported Red Fire Ants on wildlife populations due to food decrease and direct predation of bird nestlings and other wildlife. Imported Red Fire Ants will be monitored annually (fall or spring), and appropriate control measures will be taken in infested areas with non-toxic products (i.e. growth inhibiting, metabolic modifying, or hormone interrupting baits) as much as possible. Extinguish Plus is an effective and cost-efficient fire ant control bait for use on areas not intended for grazing beef cattle or other livestock used for feed. If treated areas are to be grazed by livestock to be used for human consumption, then regular Extinguish or a similarly approved product for grazing should be used. The bait should be applied at the rate of 2-5 tbsp/mound or according to label directions. Spring and fall mound applications produce the greatest effect. A minimum of 25 acres will be monitored and treated as needed annually. The treatment area is represented on the attached map. Records of areas treated and receipts for fire ant bait will be available upon request.

## Supplemental Water

1. Marsh / Wetland Restoration or Development. (2015-2024) Supplemental water will be provided in the form of shallow wetlands for songbirds, turkey, dove, deer, amphibians, and migratory waterfowl. This newly developed small seasonal wetland will not only provide supplemental water but will also help control erosion of the down slope area. The shallow areas will capture or slow a significant volume of water that washes down the uplands in large rainfall events. Efforts should be made to create a diversity of aquatic habitats (ex: deep pools, shallow mud flats, etc.) and to maximize the amount of edge by creating irregularly-shaped wetland sides. This activity will count for 10 years of credit upon completion. Maps and photos will be available on request.
2. Well/Trough/Windmill Overflow/Other Wildlife Watering Devices. (2015-2024) Supplemental water will be provided for songbirds, Wild Turkey, dove, and white-tailed deer through 3-4 wildlife water sources. The watering facilities will be enhanced for wildlife use by installing rock ramps or perch wire from the ground, over the trough lip, and to the bottom of the trough. The modifications will provide better access for small mammals, reptiles, and songbirds and a way to avoid drowning if water levels drop. Rainwater catchment will provide the water source for these devices designed specifically for wildlife. Water catchment supplied water sources may need to be supplemented during especially dry periods. Ideal distribution for most wildlife is ¼-½ mile between sources. This activity will count for 10 years of credit upon completion as long as annual maintenance is performed. Maps of the water source locations will be available on request.

## Providing Supplemental Supplies of Food

1. Feeders and Mineral Supplementation. (2015-2019) The optimum feeding regime for songbirds, dove, and turkey during the breeding season would include at least three platform-style birdseed feeders. The birdseed feeders should be filled with a mixture of 75% scratch grains and 25% black-oil sunflower seeds. The feeders should be filled regularly, kept clean, and may be relocated as needed. During the winter, the birdseed feeders should contain at least 25% sunflowers due to the increased need for fat reserves. Receipts for birdfeed should be kept and available upon request, along with a photo of each feeder.

## Providing Shelters

1. Nest Boxes, Bat Boxes. (2015-2019) The landowner will place nest boxes in appropriate habitat throughout the property. After these boxes have been placed, the nest box program will consist of annual monitoring, repair, upkeep, and replacement. Approximately 40 boxes will be erected.

Titmouse boxes (20 boxes recommended) should be placed on woodland edges, oak parklands, or anywhere grassy areas and trees meet. Wren boxes (20 boxes recommended) should be located in wooded shrubby habitats.

All boxes located in open or semi-open habitats should face the northeast to minimize the amount of heat entering the box. The nest boxes will be monitored annually for predators, occupancy and successful breeding. All songbird boxes should be cleaned in later winter before the breeding season begins. Copies of monitoring information and a map of nest box locations will be provided upon request.

2. Brush Piles and Slash Retention. (2015-2019) This practice involves placement and retention of brush piles to provide additional wildlife cover and protection for saplings of desirable plant species. Teepees of limbs or posts will provide cover for small mammals and ground nesting birds. In addition to providing wildlife habitat, brush piles placed at the base of desirable shrubs/trees such as white shin oak, Spanish oak, and cedar elm will promote their regeneration. Brush piles should be mound- or tepee-shaped and located in areas without significant amounts of cover-providing shrubs. Ideally, they should be 6-8 feet high and 10-15 feet in diameter. The largest material should form the base and layers of smaller limbs and branches should be added as filler. Care should be taken to create an open cavity at the base of the pile to promote animal use. A minimum of 10 properly constructed brush piles will be created each year the practice is performed. Existing brush piles may be reshaped and maintained annually, as an alternative to new construction. Maps indicating location of shelters and representative photos will be available on request.

## **Making Census Counts to Determine Population**

1. Songbird Transects and Counts. (2015-2019) An annual breeding and wintering songbird survey as per accepted protocol will be conducted on the property. These surveys will provide information helpful in monitoring trends in the health and sustainability of songbird populations. Copies of survey design and data will be available on request.



April 17, 2018

City of Manor  
Attn: Scott Dunlop  
505 Barton Springs Road  
Austin, Texas 78704

**Re:    *Lagos Master Planned Community  
Amended Planned Unit Development – Letter of Intent  
SE corner of FM 973 and Blake Manor Road  
Manor, Texas 78653***

To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed amended Lagos Master Planned Community is located at the southeast corner of FM 973 and Blake Manor Road in Manor, Texas and Travis County. The existing property is approximately 700 undeveloped acres. The site consists of approximately 173 acres within the City of Manor's jurisdiction. The amendment includes the following:

- Inclusion of Phase V based on pending annexation;
- Minor note revisions;
- Removal of TXDOT Right-of-Way located on Tract A-10 (Future FM 973 no longer bisects Lagos Development);
- Inclusion of Collector Street (70' ROW) between Tracts A-9 & A-10 (As discussed at meeting with City of Manor on 4/17/18).

Per discussions with the City, the Final Site Plan will be submitted as both the Preliminary and Final Site Plan and will go to Council and Planning & Zoning concurrently as one submittal.

If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Robert J. Smith, P.E.  
Senior Project Manager



Date: Friday, June 8, 2018

Rob Smith  
Kimley-Horn  
10814 Jollyville Rd  
Austin TX 78759  
rob.smith@kimley-horn.com

Permit Number 2018-P-1121-ZO  
Job Address: Lagos PUD Amendment, Manor, TX. 78653

Dear Rob Smith,

The first submittal of the Lagos PUD Amendment - Phase 5 (*Zoning Request*) submitted by Kimley-Horn and received on May 17, 2018, have been reviewed for compliance with the City of Manor Site Development/Zoning Ordinance 185.

#### **Engineer Review**

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

1. Sidewalk should be shown along FM 973 in front of Lagos Elementary to connect Phase I sidewalk to Phase V sidewalk.

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

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

Thank you,

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

June 13, 2018

Jay Engineering Company, Inc.  
Attn: Pauline Gray, P.E.  
P.O Box 1220  
Leander, TX 78646

**Re: Permit Number 2018-P-1121-ZO  
Lagos PUD Amendment, Manor TX, 78653**

Dear Ms. Gray:

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided on June 8, 2018. The original comments have been included below for reference.

1. Sidewalk should be shown along FM 973 in front of Lagos Elementary to connect Phase I sidewalk to Phase V sidewalk.

**RESPONSE: Sidewalk has been added along FM 973 fronting Lagos Elementary School, connecting Phase I to Phase V.**

Additionally, please note that Phase V has been reduced from 40 lots to 39 lots along with a minor revision in the roadway layout.

If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Robert J. Smith, P.E.  
Senior Project Manager

**JAY ENGINEERING COMPANY, INC.**

**P.O. Box 1220  
Leander, TX 78646**

**(512) 259-3882  
Fax 259-8016**

June 13, 2018

Mr. Tom Bolt  
Director of Development Services/City Manager  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: Second Review for  
Lagos PUD Amendment Final Site Plan  
City of Manor, Texas

Dear Mr. Bolt:

The second submittal of the Lagos PUD Amendment Final Site Plan prepared by Kimley-Horn and Associates and delivered to our office on June 13, 2018, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plan appears to be in general compliance with City Ordinance requirements and we therefore take no exception to its approval as presented.

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

Please call if you have any questions or need additional information.

Sincerely,



Pauline M. Gray, P.E.  
PMG/s

Copy: Robert J. Smith, P.E., Kimley-Horn and Associates  
Scott Dunlop, City of Manor



August 20, 2018

RE: Lagos Planned Unit Development Amendment

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting a public hearing to consider an amendment to the Planned Unit Development for the Lagos Master Planned Community located at N. FM 973 (S. Lexington Street) and Brenham Street. and being more fully described in the attached map. 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 upon a Planned Unit Development Amendment request for Lagos Master Planned Community being 173 acres, more or less, of land in the James Manor Survey No. 40, James Manor Survey No. 39, and the Calvin Barker Survey No. 38 and being located at N. FM 973 and Brenham Street, Manor, Travis County, Texas.**

Proposed Amendments:

1. Inclusion of Phase 5 - 40 single-family lots, 12.8 acres open space, 5 acres commercial
2. Village Cluster units (10 per acre) can either be detached or attached
3. Removal of TxDOT right-of-way dedication
4. Inclusion of additional collector street connection

The Planning and Zoning Commission will convene at 6:30PM on September 12, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 19, 2018 AND October 3, 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



MAILING ADDRESS

PROPERTY OWNER NAME(S)  
STREET ADDRESS  
ROAD  
CITY/STATE/ZIP

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

706 INVESTMENT PARTNERSHIP LTD  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

ISHIV INVESTMENTS LLC  
BLAKE MANOR ROAD  
4526 LAGO VIENTO  
AUSTIN, TX 78734

THERMAL MECHANICAL CONTRACTORS  
BLAKE MANOR ROAD  
PO BOX 646  
MANOR, TX 78653

MANOR 973 LLC  
BLAKE MANOR ROAD  
4215 LAGO VIENTO  
AUSTIN, TX 78734

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

JUAN F MARIN ESQUIVEL & DIANA N  
ZUNIGA TOBIAS  
BURTON STREET  
PO BOX 1225  
MANOR, TX 78653

OTHA B & VELMA L SMITH  
BURTON STREET  
10605 WENTWORTH DR  
ROWLETT, TX 75089

JOSE I GUTIERREZ  
BURTON STREET  
2501 LANSBURY DR  
AUSTIN, TX 78723

CATARINO M TORALES & ALVELETICIA  
RIVERA  
BURTON STREET  
PO BOX 408  
MANOR, TX 78653

MABEL JONES C/O MARY LEE MORE  
BRENHAM STREET  
530 KIRTRIGHT ST  
SAN DIEGO, CA 92114

SEPECO  
BRENHAM STREET  
PO BOX 170309  
AUSTIN, TX 78717

SEPECO  
BRENHAM STREET  
PO BOX 170309  
AUSTIN, TX 78717

MARY A FABIAN & JOE A PEREZ  
BRENHAM STREET  
PO BOX 534  
MANOR, TX 78653

IRAIIS HUERTA MARTINEZ  
BRENHAM STREET  
5005 BLUE SPRUCE CIRCLE B UNIT 1  
AUSTIN, TX 78723

KARIL SUE EVANS  
BURTON STREET  
1407 MARCUS PLACE  
AUSTIN, TX 78721

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

PAUL VILLALOBOS  
BURTON STREET  
PO BOX 971  
MANOR, TX 78653

ROGER F. WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

ROGER F. WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

ROGER WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

ROGER F. WHITE  
E. BRENHAM STREET  
PO BOX 308  
MANOR, TX 78653

PAUL VILLALOBOS  
BURTON STREET  
PO BOX 971  
MANOR, TX 78653

CAMILLA ETAL  
BURTON STREET  
3801 WICHITA STREET  
HOUSTON, TX 77004

ENEDINA LEDESMA  
S BURNETT STREET  
PO BOX 114  
MANOR, TX 78653



GLENN & RUTH SAULS  
BURTON STREET  
206 BURTON STREET N  
MANOR, TX 78653

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

SEPECO  
BURTON STREET  
PO BOX 170309  
AUSTIN, TX 78717

MARTIN & MARIA CASTILLO  
BRENHAM STREET  
PO BOX 453  
MANOR, TX 78653

ANALILIA ESQUIVEL HERRERA  
BRENHAM STREET  
5806 JFK DRIVE  
AUSTIN, TX 78724

JESSIE H WILLIAMS  
BURNET STREET  
310 S BURNET STREET  
MANOR, TX 78653

GILDON CREEK BAPTIST CHURCH  
BURTON STREET  
PO BOX 856  
MANOR, TX 78653

JAMES JOYNER ESTATE  
BURTON STREET  
5101 HEFLIN LANE  
AUSTIN, TX 78721

MOLLY G REYES  
SAN MARCOS STREET  
PO BOX 2  
MANORM, TX 78653

JOSE LUIS JUAREZ  
BRENHAM STREET  
116 CHRISTENSEN ROAD  
ELGIN, TX 78621

MARIA REBECA VERA  
BRENHAM STREET  
18100 MAXA DRIVE  
MANOR, TX 78653

TANCOR LLC  
BRENHAM STREET  
9009 FAIRWAY HILL DRIVE  
AUSTIN, TX 78750

RUBEN CORONADO  
BRENHAM STREET  
209 MALDONADO TRAIL  
DEL VALLE, TX 78617

GILDON CREEK FIRST BAPTIST CHURCH  
BURTON STREET  
PO BOX 856  
MANOR, TX 78653

LITTLE ZION BAPTIST CHURCH  
BURTON STREET  
3102 REXFORD DRIVE  
AUSTIN, TX 78723

LITTLE ZION BAPTIST CHURCH  
BURTON STREET  
406 EAST BURTON STREET  
MANOR, TX 78653

JOSEPH A STERNS & LIFE ESTATE  
BLAKE MANOR ROAD  
11303 TEDFORD STREET  
AUSTIN, TX 78753

JOSEPH A STERNS & LIFE ESTATE  
BLAKE MANOR ROAD  
11303 TEDFORD STREET  
AUSTIN, TX 78753

FIRST BAPTIST CHURCH  
BRENHAM STREET  
PO BOX 184  
MANOR, TX 78653

JOSE TOBIAS NERI  
BURTON STREET  
502 BURTON STREET  
MANOR, TX 78653

CATHERINE KLAUSE  
BURTON STREET  
PO BOX 805  
MANOR, TX 78653

VICTOR AND SHEILA EGBUONYE  
BURTON STREET  
11613 PILLION PLACE  
MANOR, TX 78653

VICTOR AND SHEILA EGBUONYE  
BLAKE MANOR ROAD  
11613 PILLION PLACE  
MANOR, TX 78653

RUDOLFO MOSES REYES  
BLAKE MANOR ROAD  
PO BOX 123  
MANOR, TX 78653

RUDOLFO MOSES REYES  
BLAKE MANOR ROAD  
17411 BLAKE MANOR ROAD  
MANOR, TX 78653

HAMILTON POINT HOMEOWNERS  
ASSOCIATION INC  
HAMILTON POINT CIRCLE  
PO BOX 7079  
ROUND ROCK. TX 78663

RAUL C HERNANDEZ  
HAMILTON POINT CIRCLE  
16613 HAMILTON POINT CIRCLE  
MANOR, TX 78653

SUE EDWARDS  
HAMILTON POINT CIRCLE  
16617 HAMILTON POINT CIRCLE  
MANOR, TX 78653

REFUGIA AND PETE PEREZ  
HAMILTON POINT CIRCLE  
16621 HAMILTON POINT CIRCLE  
MANOR, TX 78653

REFUGIA M & PETE PEREZ  
HAMILTON POINT CIRCLE  
16621 HAMILTON POINT CIRCLE  
MANOR, TX 78653



CITY OF MANOR  
HAMILTON POINT CIRCLE  
201 EAST PARSONS STREET  
MANOR, TX 78653

ADELINA F GOMEZ  
HAMILTON POINT CIRCLE  
16701 HAMILTON POINT CIRCLE  
MANOR, TX 78653

CAROLINA FLORES  
HAMILTON POINT CIRCLE  
16705 HAMILTON POINT CIRCLE  
MANOR, TX 78653

ANTONIO ESPARZA  
HAMILTON POINT CIRCLE  
11507 HEREFORD STREET  
MANOR, TX 78653

JOSE ROGELIO PEREZ & MARIA RAMONA  
PEREZ  
HAMILTON POINT CIRCLE  
16713 HAMILTON POINT CIRCLE  
MANOR, TX 78653

LUCIO MEZA  
HAMILTON POINT CIRCLE  
16717 HAMILTON POINT CIRCLE  
MANOR, TX 78653

EVERETT AND PAULA G ISON  
HAMILTON POINT CIRCLE  
16721 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARIA AND EDGAR MORENO  
HAMILTON POINT CIRCLE  
16725 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARLENE M SMITH TRUSTEE  
HAMILTON POINT CIRCLE  
16912 HAMILTON POINT CIRCLE  
MANOR, TX 78653

DENISE R GUERRA  
HAMILTON POINT CIRCLE  
15201 SWEET CADDIES DR  
PFLUGERVILLE, TX 78660

GWENDOLYN J CAMPBELL  
HAMILTON POINT CIRCLE  
16904 HAMILTON POINT CIRCLE  
MANOR, TX 78653

OLIVIA AGUILAR  
HAMILTON POINT CIRCLE  
16900 HAMILTON POINT CIRCLE  
MANOR, TX 78653

TRAVIS COUNTY HARRIS FAMILY LAND  
TRUST  
HAMILTON POINT CIRCLE  
16828 HAMILTON POINT CIRCLE  
MANOR, TX 78653

CARL S & JACQUELIN MROZ  
HAMILTON POINT CIRCLE  
16824 HAMILTON POINT CIRCLE  
MANOR, TX 78653

STACIA MAYER  
HAMILTON POINT CIRCLE  
16820 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARIO A GODINA JR & PATRICIA DE LA  
ROSA  
HAMILTON POINT CIRCLE  
111 SINGLE OAK CROSSING  
CEDAR CREEK, TX 78612

REBECCA GASPAR  
HAMILTON POINT CIRCLE  
16812 HAMILTON POINT CIRCLE  
MANOR, TX 78653

PAULINE L SCHANK  
HAMILTON POINT CIRCLE  
16808 HAMILTON POINT CIRCLE  
MANOR, TX 78653

VICKY J ROCH  
HAMILTON POINT CIRCLE  
16804 HAMILTON POINT CIRCLE  
MANOR, TX 78653

TAWNY ROSE MORELAND  
HAMILTON POINT CIRCLE  
16800 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARK J DAVILA  
HAMILTON POINT CIRCLE  
1309 CORANDER DR  
AUSTIN, TX 78741

JAMES L & JUDY F STOREY  
HAMILTON POINT CIRCLE  
16724 HAMILTON POINT CIRCLE  
MANOR, TX 78653

ANZELMO & BRENDA PORTILLO  
HAMILTON POINT CIRCLE  
16720 HAMILTON POINT CIRCLE  
MANOR, TX 78653

SALVADOR & MARIA GE GONZALEZ  
HAMILTON POINT CIRCLE  
16716 HAMILTON POINT CIRCLE  
MANOR, TX 78653

QUINCY & COURTNEY SIMON  
HAMILTON POINT CIRCLE  
16712 HAMILTON POINT CIRCLE  
MANOR, TX 78653

VICENTE CRUZ & ANA M FLORES  
HAMILTON POINT CIRCLE  
16708 HAMILTON POINT CIRCLE  
MANOR, TX 78653

AMADO & DONNEL ALMAGUER  
HAMILTON POINT CIRCLE  
16704 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MARGARITO G AND SILVIA E ESPINO  
HAMILTON POINT CIRCLE  
16805 HAMILTON POINT CIRCLE  
MANOR, TX 78653

PEGUES KATRINA SWAIN  
HAMILTON POINT CIRCLE  
16809 HAMILTON POINT CIRCLE  
MANOR, TX 78653

NATALIE G HENRY  
HAMILTON POINT CIRCLE  
16813 HAMILTON POINT CIRCLE  
MANOR, TX 78653



JILL ANTIONETTE KINGSTON  
HAMILTON POINT CIRCLE  
16817 HAMILTON POINT CIRCLE  
MANOR, TX 78653

STEVEN AND TERENCE KAUCHER  
HAMILTON POINT CIRCLE  
16821 HAMILTON POINT CIRCLE  
MANOR, TX 78653

DANIEL RIVAS III AND MARTHA EUGENIA  
HAMILTON POINT CIRCLE  
16825 HAMILTON POINT CIRCLE  
MANOR, TX 78653

ANGIE THOMPSON  
HAMILTON POINT CIRCLE  
16829 HAMILTON POINT CIRCLE  
MANOR, TX 78653

PROVENCE INVESTMENTS LLC  
HAMILTON POINT CIRCLE  
2911 SIX GUN TRAIL  
AUSTIN, TX 78748

VALERIE NGUYEN  
HAMILTON POINT CIRCLE  
16905 HAMILTON POINT CIRCLE  
MANOR, TX 78653

EDDY MATOS AND SARA RANGEL  
HAMILTON POINT CIRCLE  
16909 HAMILTON POINT CIRCLE  
MANOR, TX 78653

MANUEL GARCIA JR  
HAMILTON POINT CIRCLE  
16913 HAMILTON POINT CIRCLE  
MANOR, TX 78653

STEVE AND ROCHENDA MCBRIDE  
HAMILTON POINT CIRCLE  
PO BOX 23  
MANOR, TX 78653

MARY WRIGHT  
HAMILTON POINT CIRCLE  
16921 HAMILTON POINT CIRCLE  
MANOR, TX 78653

4CF INVESTMENTS - 4 LLC  
HAMILTON POINT CIRCLE  
1525 CYPRESS CREEK RD STE H PMB 111  
CEAR PARK, TX 78613

DARRELL WAYNE SCRUGGS  
HAMILTON POINT CIRCLE  
16925 HAMILTON POINT CIRCLE  
MANOR, TX 78653

HELEN HUINING LIU  
HAMILTON POINT CIRCLE  
PO BOX 10253  
AUSTIN, TX 78766

SANDRA SANDERS  
HAMILTON POINT CIRCLE  
17001 HAMILTON POINT CIRCLE  
MANOR, TX 78653

JAIME AND MARIBEL VASQUEZ  
BURTON STREET  
PO BOX 541  
MANOR, TX 78653

ELNORA MARIE HIGGINS  
BLAKE MANOR ROAD  
PO BOX 118  
MANOR, TX 78653

MANOR 973 LLC  
SMITH LN  
4215 LAGO VIENTO  
AUSTIN, TX 78734

PEARLMAN ROBERT FAMILY TRUST  
N FM 973  
40 CONNERS ROAD  
VILLA RICA, GA 30180

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

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N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

VILLAGE OAKS CENTER LTD  
N FM 973  
PO BOX 200880  
AUSTIN, TX 78720

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP  
N FM 973  
9900 US HIGHWAY 290 E  
MANOR, TX 78653





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 17, 2018

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

**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an amendment to the Manor Commons Amended and Restated Project and Incentive Agreement.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Agreement

**STAFF RECOMMENDATION:**

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

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**FIRST AMENDMENT TO THE MANOR COMMONS AMENDED  
AND RESTATED PROJECT AND INCENTIVE AGREEMENT**

This **FIRST AMENDMENT TO THE MANOR COMMONS AMENDED AND RESTATED PROJECT AND INCENTIVE AGREEMENT** (the “First Amendment”) is made and entered into by and between the **City of Manor, Texas**, a Texas municipal corporation (the “City”), and **Greenview Development Corp.**, a Texas corporation (the “Developer”). The City and the Developer are sometimes hereinafter collectively referred to as the “Parties”.

**RECITALS**

A. The City and the Developer are parties to that certain Manor Commons Amended and Restated Project and Incentive Agreement dated May 5, 2011 (the “Manor Commons Agreement”).

B. The City and the Developer desire to amend the Manor Commons Agreement in certain respects including extension of certain dates for a more orderly transition as well as to clarify certain items and other terms, all to be effective and binding on the Developer.

C. The Manor Commons Agreement as further amended by the terms of this First Amendment is referred to herein as the “Agreement”. All capitalized terms not otherwise defined in these recitals have the meanings given to them in the Manor Commons Agreement.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subsection (a) of Section 2. of the Manor Commons Agreement is hereby deleted in its entirety and the following is substituted in place thereof:

“(a) This Agreement shall be effective as set forth below, and shall terminate and expire upon the earlier of: (A) the failure of the Developer to cause to be constructed and dedicated at least 70% of the Eligible Infrastructure on or before April 30, 2019; (B) full payment of the Developer of the Economic Development Incentive provided for in this Agreement; or (C) ten (10) years after the Tax Rebate Commencement Year. Developer's failure to construct and dedicate at least 70% of budgeted and approved Eligible Infrastructure to the City on or before April 30, 2019 shall obligate the Developer to refund to the City any waived or rebated building permit fees on or before June 30, 2019.”

2. Notwithstanding anything to the contrary contained in the Manor Commons Agreement, the date, December 31, 2018, provided in subsections 4(c) and 7(b) is amended to be April 30, 2019.

3. Subsection (d) of Section 4. of the Manor Commons Agreement is hereby deleted in its entirety and the following is substituted in place thereof:

“(d) As part of the Eligible Infrastructure, Developer shall dedicate to the City at least 14 acres of parkland and greenbelt space, including a pond, in the general locations shown, for illustrative purposes only, on Exhibit “B”, or other agreeable site on the Property being at least 14 acres (the “Parkland”), and shall expend at least \$650,000 on parkland improvements. Such improvements have been reviewed and approved by the City and shall include but not be limited to lighted hike and bike trails, landscaping, a parking lot, a play area, a pavilion, a fountain and a fishing pier (“Park Facilities”). For Developer to be in compliance with this section the Developer shall dedicate such Parkland to the City by April 30, 2019. The lighting of the hike and bike trails shall be accomplished through agreements, approved by the City, that provide for illumination of the trails to those lots adjacent to the trails as part of the development of each adjacent lot. Notices in compliance with City’s Code of Ordinances, Article 1.12 PARKS AND RECREATION, Section 1.112.003(b) shall be posted on signs at each entrance of the trails stating the City’s park hours and shall remain posted until the City accepts the lighting installed in the lots adjacent to the trails as deemed sufficient to illuminate the trails.”

4. The address for notices to the Developer in Section 16. of the Manor Commons Agreement is hereby deleted and replaced with the following:

“Greenview Development Corp.  
501 Vale Street  
Austin, TX 78746  
Attn: Barth Timmermann”

5. The City Council of the City of Manor, Texas acting in its legislative capacity, hereby reiterates the determinations and findings set forth in the Manor Commons Agreement with reference to this First Amendment, including all findings of fact and conclusions of law as are necessary to make each of such determinations and findings. In the event of any conflict between the terms of this First Amendment and the Manor Commons Agreement, this First Amendment shall prevail.

6. The foregoing Recitals are hereby incorporated by reference and made a part of the Agreement for all purposes. Any capitalized terms used in this Agreement unless expressly defined otherwise shall have the meanings given to them in the Manor Commons Agreement. Unless the context specifically indicates otherwise, any and all references to sections or other enumerated provisions made in this Agreement shall refer to such sections or provisions of the Manor Commons Agreement.

7. Except as set forth in this First Amendment, the Manor Commons Agreement shall remain in full force and effect and unamended.

*[Signatures on following page]*

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed in multiple originals to be effective as of the \_\_\_\_\_ day of October, 2018.

**CITY:**  
CITY OF MANOR, TEXAS,  
a municipal corporation

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Lluvia Tijerina  
Title: City Secretary

**DEVELOPER:**  
GREENVIEW DEVELOPMENT CORP.,  
a Texas corporation

By: \_\_\_\_\_  
Barth Timmermann, President



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 17, 2018

**PREPARED BY:** Frank Phelan, P.E.

**DEPARTMENT:** City Engineer

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on Change Order No. 2 for the 2017 Paving Improvement Project.

**BACKGROUND/SUMMARY:**

In order to improve constructibility and reduce overall project costs, project scope modifications are proposed for the section of South Lampasas Street located closest to State Hwy 212 . Change Order No. 2 for the project will reduce the total cost of the project by \$9,975.00.

**PRESENTATION:** ☐ YES ☒ NO

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

Change Order No. 2

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the proposed Change Order No. 2 for the 2017 Paving Improvements Project.

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

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**JAY ENGINEERING COMPANY, INC.**

P.O. Box 1220

Leander, TX 78646

(512) 259-3882

Fax 259-8016

Texas Registered Engineering Firm F-4780

**CHANGE ORDER**

ORDER NO.: 2

DATE: September 17, 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 (Modifying work to be done on Lampasas Street – Level up 7' strips from edge towards center of street on both sides in lieu of reconstruction of portions of the street – see attached exhibit):

Item No. 1 – Remove 700 SY Bid Item No. 3, 4" In-Situ processing @ \$8.50/SY

Item No. 2 – Remove 700 SY Bid Item No. 4, 12" flexible base @ \$18.75/SY

Item No. 3 – Remove 700 SY Bid Item No. 5, 6" subgrade preparation @ \$9.50/SY

Item No. 4 – Remove 1 EA Bid Item No. 13, pavement transition taper to side street @ \$3,500.00/EA

Item No. 5 – Remove 1 EA Bid Item No. 14, pavement transition taper to concrete driveway @ \$3,500.00/EA

Item No. 6 – Remove 1 EA Bid Item No. 15, pavement transition taper to asphalt driveway @ \$3,500.00/EA

Item No. 7 – Add 175 tons, Bit Item No. 11, HMAC level up @ \$150.00/TON

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$174,067.75

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 219,868.75.

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$9,975.00

New CONTRACT PRICE including this CHANGE ORDER will be: \$209,893.75.

3. Change to CONTRACT TIME: 0 days

The CONTRACT TIME will be increased by 0 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





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 17, 2018

**PREPARED BY:** Ryan Phipps, Chief of Police

**DEPARTMENT:** Police

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action in awarding a Finance Agreement for the purchase of Police vehicles and equipment; and Authorization for the City Manager to execute the agreement.

**BACKGROUND/SUMMARY:**

We have 3 quotes for financing of \$582,413.72 for 60 months.

Frost Bank 3.55%

Regions Bank 3.76%

Government Capital 3.734%

**PRESENTATION:** ☐ YES ☒ NO

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

Frost Bank Proposal

Regions Bank Proposal

Government Capital Proposal

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council award the Finance Agreement to Frost Bank; and Authorize the City Manager to execute the agreement after review from the City Attorney's Office.

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

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Equipment Leasing & Finance  
100 W. Houston Street, 3<sup>rd</sup> Floor  
San Antonio, TX 78205  
Ph. (210) 220-6850  
Fax (210) 220-6765

September 27, 2018

City of Manor  
Attn: Lydia Collins, Director of Finance  
105 E. Eggleston Street  
Manor, TX 78653

LEASE PROPOSAL  
(Municipal Lease)

**Lessee:** City of Manor, Texas ("Lessee")

**Lessor:** Frost Bank ("Lessor")

**Equipment:** New equipment acceptable to Lessor. The Equipment is generally described as a new police equipment and vehicles.

**Equipment Cost:** \$582,413.70, *funding to an Acquisition Fund Account (escrow) in the Lessee's Bank (Independent Bank)*

**Commencement Date:** On or about October 2018

**Payment Amount:**

Payment 1:	\$84,000.00
Payments 2 thru 5:	\$135,854.80

*Lessee will make 5 consecutive annual payments in advance with the first payment due at lease commencement. A single invoice will be furnished on an annual basis. Auto debit is available upon request.*

**Rate:** 5 year: 3.55% until October 27, 2018, and thereafter a rate equal to the 5 year US Treasury Rate as published by the US Department of Treasury, plus .56% for 5 year term and plus .60% for 6 year term, per annum (source: <https://www.treasury.gov/resource-center/data-chart-center/interest-rates>). Current 5 year US Treasury equals 2.99%

*This proposal assumes that the Lessee is Bank Qualified for 2018. If Lessee is not Bank Qualified for this period, the rate will be adjusted by Lessor.*

**Early Termination:** Lessee may prepay on any payment due date without penalty.

**Escrow:** An acquisition fund agreement may be used to fully fund purchases of Equipment in advance of receipt. The funds will be deposited with Lessee's bank in a Lessee/Lessor controlled account. After all Lessee-directed fundings, Escrow agent will close the account and credit to Lessee's next due lease payment(s) the outstanding balance in the account, if any.

**Fees:** An origination fee in the amount of \$400.00 will be payable by Lessee at lease commencement.

**Net Lease:** This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are Lessee's responsibility.

<i>Authorization:</i>	<i>Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.</i>
<i>Opinion Letter:</i>	<i>Lessee shall deliver an opinion of counsel acceptable to Lessor covering such matters incident to the lease facility and the lease documents as Lessor may reasonably request.</i>
<i>Insurance:</i>	<i>Lessor requires personal property damage insurance equal to the original cost of the Equipment and to be named as loss payee on such property insurance policy. Also, Lessor requires liability insurance of a combined single limit of \$1,000,000 with Lessor named as additional insured.</i>
<i>Warranties:</i>	<i>Lessor is not a manufacturer of, or dealer in, the Equipment selected by Lessee, and in that regard Lessee acknowledges that the Equipment is of a size, design, capacity, quality, and manufacture selected by Lessee. Lessor does not, and will not, inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the Equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith. Manufacturer's warranties will be transferred to Lessee to the extent permitted by contract and applicable law.</i>
<i>Financial Statements:</i>	<i>Lessee will provide Lessor annual financial statements, including operating figures, during the term of the equipment financing agreement.</i>
<i>Costs and Expenses:</i>	<i>Lessee will be responsible for all costs and expenses incurred by Lessor in connection with documentation and filing fees necessary to close this transaction.</i>
<i>Documentation:</i>	<i>Upon receipt of Lessee's request to lease, and upon its acceptance of same, Lessor will prepare all necessary lease documentation. All documentation will be satisfactory to Lessor and Lessee, and <u>will contain an Ad Valorem Tax Pledge and will not have a non-appropriations clause.</u></i>
<i>Proposal Only:</i>	<i>This proposal is not a commitment to lease; rather, it is intended to be a preliminary outline of possible lease terms only and does not purport to contain all of the terms, conditions, covenants, representations, warranties, and other provisions with respect to the subject lease, which will be contained in definitive lease documentation, if any, and which may differ from those contained herein. Other terms and provisions not contained in this proposal may be considered and/or required by Lessor, in its sole and absolute discretion, prior to final approval of the subject lease facility and the execution of definitive lease documentation, if any, with respect to the subject lease facility, based upon Lessor's due diligence and credit underwriting standards (as determined by Lessor in its sole and absolute discretion). Further, Lessor, in its sole and absolute discretion, will decide whether to approve the subject lease facility, commit to the subject lease facility, and enter into definitive lease documentation with respect to the subject lease facility. Final approval</i>

*of the subject lease facility may be conditioned upon modification or adjustment of the terms contained herein. Neither Lessor nor Lessee will have any liability to the other should either party elect, for any reason, (i) not to proceed forward with respect to the subject lease facility, or (ii) not enter into definitive lease documentation with respect to the subject lease facility. This proposal, if not otherwise withdrawn, in 30 days.*

**Municipal Advisor Disclosure.** *The information and materials contained or referenced herein have been prepared by Lessor solely for informational purposes. Neither Lessor, nor its affiliates, nor any of their representatives are recommending any action to you. Lessor is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Lessor is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Lessor.*

*Thank you for your consideration and interest in Frost Bank. Please contact me at 210-220-6850 or [scott.anderson@frostbank.com](mailto:scott.anderson@frostbank.com) with any questions.*

*Sincerely,*

FROST BANK

A handwritten signature in black ink, appearing to read "Scott Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Anderson  
Vice President

c: Ryan Bennett, Frost Bank

**From:** Brad Thomas  
**To:** [Lydia Collins](#)  
**Subject:** RE: Indicative Rate Quote  
**Date:** Tuesday, August 28, 2018 3:14:29 PM  
**Attachments:** [image001.png](#)

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Based on the scenario of \$582,413.72 financed over 60 months (5 years) at a rate of 3.76%, the estimated annual principal and interest payments would achieve level debt service assuming an Oct. 1 closing. Understand that we cannot finalize a rate until we have a credit approval. The loan would be at 100% financing and no closing costs paid by the city. If a longer term is desired and the useful life of the collateral supports a longer term, we can quote a rate for a longer amortization.

Payment Date	Principal Amount	Interest Amount	Total Payment
10/1/2019	\$108,046.37	\$21,898.76	\$129,945.12
10/1/2020	\$112,108.91	\$17,836.21	\$129,945.12
10/1/2021	\$116,324.21	\$13,620.92	\$129,945.12
10/1/2022	\$120,698.00	\$ 9,247.13	\$129,945.12
10/1/2023	\$125,236.23	\$ 4,708.88	\$129,945.12

***"Passion drives people to accomplish great things"***

**Brad Thomas, CTP**

Senior Vice President  
Government & Institutional Banking  
4314 W. Braker Lane, Suite 225  
Austin, TX 78759  
(512) 372-2343 office  
(512) 635-4575 cell  
<image003.png>

Do what is right 🚲 Put people first 🚲 Reach higher 🚲 Focus on your customer 🚲 Enjoy life

Muni Advisor Disclaimer:

Regions Bank and its affiliates ("Regions") are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this communication and any related information and materials, (a) Regions is not recommending an action to a municipal entity or obligated person; (b) Regions is not acting as an advisor to a municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to any municipal entity or obligated person; and (c) Regions is acting for its own interests. Any municipal entity or obligated person receiving this communication should discuss the information and material contained herein with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

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**From:** Lydia Collins [mailto:[lcollins@cityofmanor.org](mailto:lcollins@cityofmanor.org)]  
**Sent:** Tuesday, August 28, 2018 2:58 PM  
**To:** Brad Thomas <[Brad.Thomas@Regions.com](mailto:Brad.Thomas@Regions.com)>

## EXHIBIT B

### >> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **NO.8356** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Manor

Schedule Dated as of October 10, 2018

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	11/30/2018	\$84,795.00	\$3,080.87	\$81,714.13	N/A
2	11/30/2019	\$111,631.59	\$18,696.12	\$92,935.47	N/A
3	11/30/2020	\$111,631.59	\$15,225.91	\$96,405.68	\$315,156.26
4	11/30/2021	\$111,631.59	\$11,626.12	\$100,005.47	\$213,294.51
5	11/30/2022	\$111,631.59	\$7,891.92	\$103,739.67	\$108,275.05
6	11/30/2023	\$111,631.59	\$4,018.31	\$107,613.28	\$0.00
Grand Totals		\$642,952.95	\$60,539.25	\$582,413.70	

Interest Rate: 3.734%





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** October 17, 2018

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

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Manor Lions Club H.O.T. Funds application of reimbursement of actual expenses meeting the State of Texas Hotel Tax Law requirements Section 351.101.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

H.O.T Funds application

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the application of up to \$3,500.00 once all qualified invoices and or receipts have been turned in for reimbursement.

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

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CITY OF MANOR HOTEL OCCUPANCY TAX FUNDING APPLICATION

Name of Organization Manor Lions Club

Address: Box 68

City, State, Zip: Manor, Texas 78653

Contact Name: Gil Burrell Phone Number: 512-769-1297

Email Address: \_\_\_\_\_ Organization's creation date: 1954

Website address for event or sponsoring entity: \_\_\_\_\_

Organization's tax status: non-profit ☒ private/for profit \_\_\_\_\_ Tax ID # 74-29008018

Purpose of Organization:

To Take an active interest in the civic, cultural, social and moral welfare of the community. To provide a forum for the open discussion of all public interest. To encourage service minded persons to serve their community without personal financial reward & promote ethical standards

Name of event or program: Manor Lions Fest

Date of event or program: 8+6 Oct 2018 Amount Requested: 3500.00

Primary location of event or program: Manor Lions Club 329 W. Parsons, Manor

Tell us about your event or project:

The event fest is to raise money for High School Scholarships. We contribute to local charities such as the Meals on Wheels, East Rural Center, Manor Night Out, Salvation Army and the MISO Key glass program and Manors Lion Eye Bank.

Projected number of attendees: 1500

Percentage of attendees that will be staying overnight in hotels: unk

How many years have you held this Event or Program: 26

Estimated number of hotel room nights that will be generated by the Event: unk

Do your promotional materials/website note area lodging facilities that can host participants: yes

How will you measure the impact of your event on area hotel activity?

check with hotel

How will the event promote tourism and the convention and hotel industry?

Advertisement  
News paper ads  
Signs in around city

Supplemental information required with application:

on record Last year's financial statement (Profit & Loss) for your organization

16,000<sup>00</sup> Projected budget for entire event

☒ List of board of directors with contact phone numbers

☒ Copy of 501(c) letter from Internal Revenue Service

☐ Identify other sources of funding

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Manor must be used as I have represented, in this application and according to any requirements set by the City of Manor City Council and according to the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Manor, said funds will be returned to the City of Manor within ten (10) days from the date the City of Manor demands such.

Gil Burrell  
Authorized Signature for the Applicant

27 Sep 18  
Date

GIL BURRELL  
Name Printed or Typed

Director  
Title

## **TAX CODE – USE OF HOTEL OCCUPANCY TAX REVENUE**

### **§ 351.101. USE OF TAX REVENUE.**

- (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:
- (1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
  - (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants; advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
  - (3) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
  - (4) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;
  - (5) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.
  - (6) the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football
  - (7) for funding transportation systems for tourists

### **§ 351.108. RECORDS.**

- (a) A municipality shall maintain a record that accurately identifies the receipt and expenditure of all revenue derived from the tax imposed under this chapter.
- (b) A municipality or entity that spends revenue derived from the tax imposed under this chapter shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:
- (1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and
  - (2) is directly enhancing and promoting tourism and the convention and hotel industry.
- (c) If a municipality delegates to another entity the management or supervision of an activity or event funded by the tax imposed under this chapter, each entity that is ultimately funded by the tax shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:
- (1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and
  - (2) is directly enhancing and promoting tourism and the convention and hotel industry.