



Rita G. Jonse, Mayor
Gil Burrell, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne Weir, Place 3
Danny Scarbrough, Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

**CITY COUNCIL
REGULAR MEETING
AGENDA**

Wednesday, September 18, 2019

7:00 p.m.

**Manor City Hall – Council Chambers
105 E. Eggleston Street**

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

- October 10, 2019 – Breakfast Bites
- October 18, 2019 – Manor Night at the Park

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 of the September 4, 2019, Regular Meeting. Lluvia T. Almaraz,
City Secretary

2. Consideration, discussion, and possible action on the acceptance of the August 2019 Departmental Reports:

Thomas Bolt,
City Manager

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant Dev. Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Mike Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

PUBLIC HEARINGS

3. Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning Las Entradas North being 7.915 acres of land more or less out of the James Manor Survey No. 40, Abstract No. 546, and being located near Gregg Manor Road and Hill Lane, Manor, TX, from Single Family (R-2) to Light Commercial (C-1). **Applicant:** Kimley-Horn & Assoc. **Owner:** Las Entradas Development Corporation

Scott Dunlop,
Asst. Dev. Services
Director

4. Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning 34.29 acres of land more or less out of the A.C. Caldwell Survey No. 52 and L. Kimbro Survey No. 64, and being located at 14704 US Hwy 290 East, Manor, TX, from Single Family (R-1) to Light Industrial (IN-1). **Applicant:** Doucet Engineers **Owner:** Chau Dinh

Scott Dunlop,
Asst. Dev. Services
Director

5. Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning Las Entradas North, Section 1, Block A, Lot 1, 0.9274 acres of land, locally known as 12400 Gregg Manor Road, Manor, TX, from Light Commercial (C-1) to General Office (GO). **Applicant:** Frontier Bank **Owner:** Frontier Bank

Scott Dunlop,
Asst. Dev. Services
Director

6. Public Hearing: Consideration, discussion and possible action on a Conditional Use Permit request for Block 11, Lot 1, Town of Manor and locally known as 901 ½ North Burnet Street, Manor, TX, to allow for wireless telecommunication facilities. **Applicant:** Vincent Gerard & Associates, Inc. **Owner:** City of Manor

Scott Dunlop,
Asst. Dev. Services
Director

7. Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.

Thomas Bolt,
City Manager

8. Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

Thomas Bolt,
City Manager

REGULAR AGENDA

9. Consideration, discussion, and possible action on a resolution approving and authorizing a PID financing agreement for the Lagos Public Improvement District.

Thomas Bolt,
City Manager

- | | |
|---|---|
| 10. Consideration, discussion, and possible action on a resolution determining the costs of certain authorized improvements to be financed by the Lagos Public Improvement District; and directing the filing of the proposed assessment roll with the City Secretary to make said proposed assessment roll available for public inspection. | Thomas Bolt,
City Manager |
| 11. Consideration, discussion, and possible action on a contract between Travis County and the City of Manor for the collection of Lagos PID assessments; and authorizing the Mayor or City Manager to execute the contract. | Thomas Bolt,
City Manager |
| 12. Consideration, discussion, and possible action on adopting an ordinance amending the Code of Ordinances of the City of Manor, Chapter 4, Business Regulations by adding Article 4.10 to Chapter 4 establishing requirements and procedures for the development and construction of new recreational vehicle parks; and providing for related matters. | Scott Dunlop,
Asst. Dev. Services
Director |
| 13. Consideration, discussion, and possible action on renewing the re-rate notice and benefits verification form for FY 2019- 2020 between the City of Manor and the health insurance pool, TML-IEBP; and authorize the City Manager to execute the contracts. | Tracey Vasquez,
HR Coordinator |
| 14. Consideration, discussion, and possible action on an award for the placement of a new city's playground at Greenbury Village Park. | Anthony Valchar,
Streets/Parks
Superintendent |
| 15. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. | Thomas Bolt
City Manager |
| 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, 2019 and ending September 30, 2020. | Thomas Bolt,
City Manager |
| 17. Consideration, discussion and possible action on a contract with JustFOIA for the purpose of providing transparency in Public Records Request Management; and authorizing the City Manager to execute the contract. | Thomas Bolt,
City Manager |
| 18. Acknowledge the resignation of Planning and Zoning Commissioner William Myers, Place No. 7 and declare a vacancy. | Scott Dunlop,
Asst. Dev. Services
Director |

EXECUTIVE SESSION

The City Council will now convene into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- *Section 551.076 Deliberations regarding Security Devices*

OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action on item(s) discussed during Closed Executive Session.

ADJOURNMENT

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, September 13, 2019, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, 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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Lluvia T. Almaraz, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the September 4, 2019, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

September 4, 2019, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the September 4, 2019, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
SEPTEMBER 4, 2019**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gil Burrell, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2 (Absent)
Anne R. Weir, Place 3
VACANT, Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Assistant Development Services Director
Lydia Collins, Director of Finance
Tracey Vasquez, HR Coordinator
Frank T. Phelan, P.E. City Engineer

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 Jonse at 7:00 p.m. on Wednesday, September 4, 2019, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Lydia Collins, Finance Director, led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

CONSENT AGENDA

1. **Consideration, discussion, and possible action to approve the City Council Minutes of the August 21, 2019, Regular Meeting.**

MOTION: Upon a motion made by Council Member Hill and seconded by Council Member Burrell the Council voted five (5) For and none (0) Against to approve and adopt all items on the Consent Agenda. The motion carried unanimously.

PUBLIC HEARINGS

2. **Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.**

Mayor Jonse opened the public hearing.

The City staff's recommendation was that the City Council conduct the first public hearing on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.

City Manager Bolt discussed the FY 2019-2020 Proposed Annual Budget for the City of Manor.

Director of Finance Collins confirmed the following:

- Public Works Department
 - 1) New Vehicles
 - 2) Four (4) new positions fully funded
 - a) One (1) position for the Street Department
 - b) Two (2) positions for the Water Department
 - c) Assistant Director of Public Works
- No additions to the Police Department
- Finance Department
 - 1) Purchasing Agent
- Administration Department
 - 1) 3% cost of living adjustment for all City staff
 - 2) Creation of the Community Services Department

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted five (5) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

3. Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

Mayor Jonse opened the public hearing.

The City staff's recommendation was that the City Council conduct the first public hearing on the FY 2019-2020 Proposed Tax Rate of the City of Manor, Texas.

City Manager Bolt discussed the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

The discussion was held regarding the tax rate increase of 8.5%.

The discussion was held regarding the same tax rate increase for all other surrounding cities.

The discussion was held regarding the tax revenue for the city.

The discussion was held regarding the effect for Multi-Family homes.

MOTION: Upon a motion made by Council Member Burrell and seconded by Council Member Hill the Council voted five (5) For and none (0) Against to close the Public Hearing. The motion carried unanimously.

REGULAR AGENDA

4. Consideration, discussion and possible action on a resolution authorizing representation in IRS matter and delegating authority to execute Form 2848 IRS Power of Attorney to TML MultiState Intergovernmental Employee Benefits Pool.

The City staff's recommendation that the City Council approve Resolution No. 2019-09 authorizing representation in IRS matter and delegating authority to execute Form 2848 IRS Power of Attorney to TML MultiState Intergovernmental Employee Benefits Pool; and Authorize for the City Manager to execute Form 2848.

Tracey Vasquez, HR Coordinator, was available to address any questions posed by the City Council.

Leah Simon with TML Health, 1821 Rutherford Lane, Suite 300, Austin, Texas, spoke before City Council in support of this item. She stated TML failed to file Forms 1094C and 1095C in 2016-2017 due to some confusion on the filing process. She explained that TML Health would take full responsibility and will cover any and all IRS penalty fees for the City of Manor.

The discussion was held regarding Form 2848 IRS Power of Attorney.

MOTION: Upon a motion made by Council Member Hill and seconded by Council Member Dye Council voted five (5) For and none (0) Against to approve Resolution No. 2019-09 authorizing representation in IRS matter and delegating authority to execute Form 2848 IRS Power of Attorney to TML Health Benefits Pool; and Authorize for the City Manager to execute Form 2848. The motion carried unanimously.

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

The City staff's recommendation was that the City Council approve the proposed changes to the City of Manor Personnel Policies and Procedures Handbook regarding Travel.

City Manager Bolt discussed the proposed changes to the City of Manor Personnel Policies and Procedures Handbook regarding Travel.

HR Coordinator Vasquez explained the Travel policy changes.

MOTION: Upon a motion made by Council Member Dye and seconded by Council Member Weir the Council voted five (5) For and none (0) Against to approve the proposed changes to the City of Manor Personnel Policies and Procedures Handbook regarding Travel. The motion carried unanimously.

6. Second and Final Reading: Consideration, discussion and possible action on an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). Applicant: Kimley-Horn & Assoc. Owner: Las Entradas Development Corporation

The City staff's recommendation was that the City Council approve the second and final reading of Ordinance No. 549 rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1) with the condition to cap affordable housing to 25% of dwelling units.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

Ordinance No. 549: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Burrell and seconded by Council Member Dye the Council voted five (5) For and none (0) Against to approve the second and final reading of Ordinance No. 549 rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1) with the condition to cap affordable housing to 25% of dwelling units. The motion carried unanimously.

7. Consideration, discussion, and possible action on appointment of Planning and Zoning Commission and Developer Representative as Community Impact Fee Advisory Committee.

The City staff's recommendation was that the City Council approve appointing the Planning and Zoning Commission and a development community representative as the Community Impact Fee Advisory Committee.

City Engineer Phelan discussed the reinstatement of the Planning and Zoning Commission and Developer Representative as Community Impact Fee Advisory Committee.

The discussion was held regarding amendments to the Community Impact Fee Land Use Assumptions, Capital Improvements Plan and/or Impact Fee amount.

The discussion was held regarding the appointment of Barth Timmermann as the Development Community Representative.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted five (5) For and none (0) Against to approve appointing the Planning and Zoning Commission and a development community representative as the Community Impact Fee Advisory Committee. The motion carried unanimously.

8. Consideration, discussion and possible action on an ordinance amending Manor Code of Ordinances, Appendix A, Article A2.003 Subdivision Plats.

The City staff's recommendation was that the City Council approve Ordinance No. 550 amending Manor Code of Ordinances, Appendix A, Article A2.003 Subdivision Plats.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

City Manager Bolt discussed the new Subdivision Fees for meetings due to new legislation.

Ordinance No. 550: An Ordinance of the City of Manor, Texas Amending Manor Code of Ordinances Appendix A Fee Schedule by Establishing Subdivision Fees; Repealing Conflicting Ordinances; Providing for Penalties; and Providing for Severability, Open Meetings and Effective Date Clauses.

MOTION: Upon a motion made by Council Member Hill and seconded by Council Member Dye the Council voted five (5) For and none (0) Against to approve Ordinance No. 550 amending Manor Code of Ordinances, Appendix A, Article A2.003 Subdivision Plats. The motion carried unanimously.

9. Consideration, discussion and possible action on a Resolution approving the acquisition of an accessible voting system in compliance with state and federal laws through a service agreement with Travis County.

The City staff's recommendation was that the City Council approve Resolution No. 2019-10 approving the acquisition of an accessible voting system in compliance with state and federal laws through a service agreement with Travis County.

City Secretary Almaraz explained the new voting system and process for voters.

Resolution No. 2019-10: A Resolution of The City Council of The City of Manor, Texas, Authorizing the Acquisition of an Accessible Voting System In Compliance With State And Federal Laws Through a Service Agreement With Travis County For Elections Held After August 1, 2019.

MOTION: Upon a motion made by Council Member Dye and seconded by Council Member Hill the Council voted five (5) For and none (0) Against to approve Resolution No. 2019-10 approving the acquisition of an accessible voting system in compliance with state and federal laws through a service agreement with Travis County. The motion carried unanimously.

Mayor Jonse adjourned the regular session of the Manor City Council into Executive Session at 7:45 p.m. Wednesday, September 4, 2019, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Discussion of Place 4 vacancy; and Interview Candidates for appointments to the Board of Adjustment.*, at 7:45 p.m., on Wednesday, September 4, 2019, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 8:23 p.m. on Wednesday, September 4, 2019.

OPEN SESSION

The City Council reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:23 p.m. on Wednesday, September 4, 2019, in the Council Chambers of the Manor City Hall.

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

MOTION: Upon a motion made by Council Member Dye and seconded by Council Member Burrell the Council voted five (5) For and none (0) Against to appoint William D. Manns, Chase Mitchell, Aaron Moreno, and James D. Sulcer to the Board of Adjustment; and appoint Danny Scarbrough to fill the unexpired term of Council Member, Place No. 4. The motion carried.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:24 p.m. on Wednesday, September 4, 2019.

These minutes approved by the Manor City Council on the 18th day of September 2019.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the August 2019 Departmental Reports.

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Development Services Director
- 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

August 2019 Departmental Reports

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve and accept the August 2019 Departmental Reports.

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



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

9/18/2019

Activity	Reported Month	Same month Prior year	Percentage difference		
Calls for Service	1648	1572	4.8↑	Patrol Car Rental	
Average CFS per day	53.1	50.7	4.7↑		
Open Cases	32	31	3.2↑	Last Month	\$4,078
Charges Filed	65	51	27.4↑	YTD	26,523.00
Alarm Responses	41	42	2.3↓		
Drug Cases	13	12	8.3↑		
Family Violence	14	8	75↑		
Arrests Fel/Misd	26Fel/39 Misd	19Fel/32 Misd	26.8Fel↑/21.8↑		
Animal Control	23	59	61↓		
Traffic Accidents	50	47	6.3↑		
Impounds	67	111	39.6↓		
DWI Arrests	11	15	26.6↓		
Traffic Violations	592	608	2.6↓		
Ordinance Violations	21	51	58.8↓		
Victim Services Cases	48	28	71.4↑		
Total Victims Served	59	46	28.2↑		
Laboratory Submissions	12	10	20↑		

Notes:

*DNA- DATA NOT AVAILABLE

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

August 1-31, 2019

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$500.00	\$172.00	
Commercial Remodel/Repair	1		\$847.80	
Commercial Irrigation	3	\$150,000.00	\$5,168.00	
Commercial Sign	3	\$15,700.00	\$797.90	
Residential Electrical	7	\$111,556.42	\$749.00	
Residential Plumbing	7	\$40,875.00	\$749.00	
Residential Irrigation	33	\$79,590.26	\$3,531.00	
Residential Mechanical/HVAC	1	\$6,433.00	\$107.00	
Residential New	85	\$23,480,828.92	\$443,623.00	
Residential Deck/Patio	2	\$9,000.00	\$396.00	
Residential Swimming Pool/Spa	1	\$30,000.00	\$307.00	
Right of Way	1		\$302.00	
Residential Foundation	1		\$95.00	
Totals	146	\$23,924,483.60	\$456,844.70	

Total Certificate of Occupancies Issued: 48

Total Inspections(Comm & Res): 1,552

Tom Bolt, City Manager

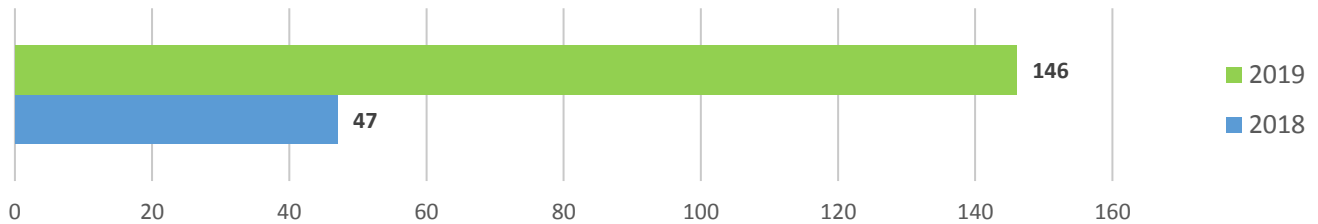




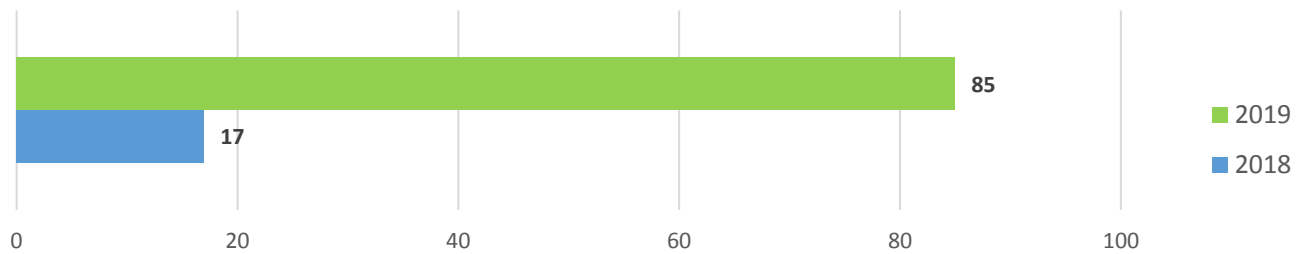
August 2019

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

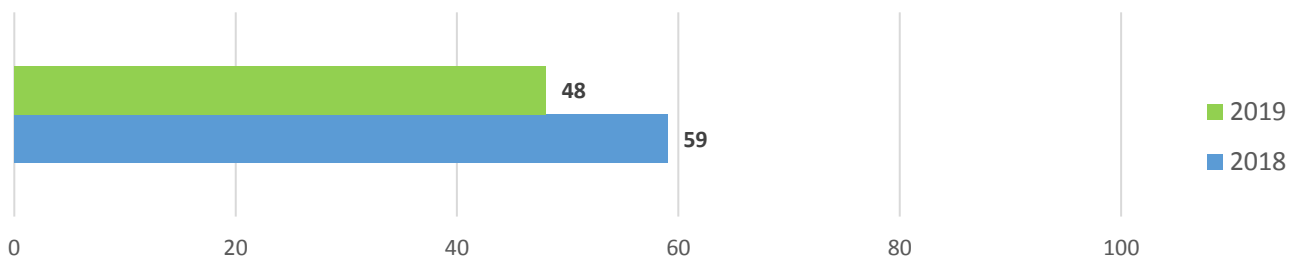
PERMITS ISSUED



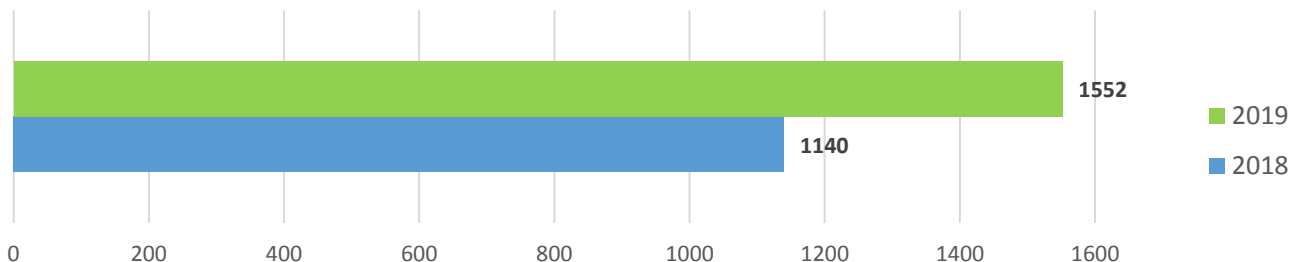
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS

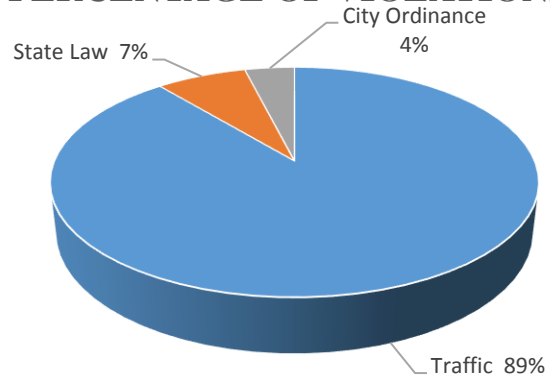


City of Manor Municipal Court

AUGUST 2019

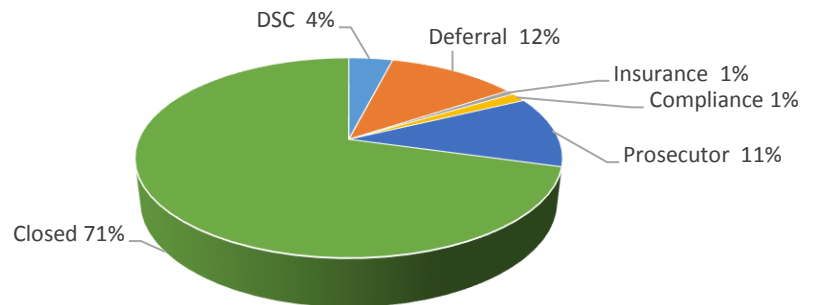
Violations Filed	Aug-19	Aug-18
Traffic	362	410
State Law	29	21
City Ord.	16	15
Total	407	446

PERCENTAGE OF VIOLATIONS



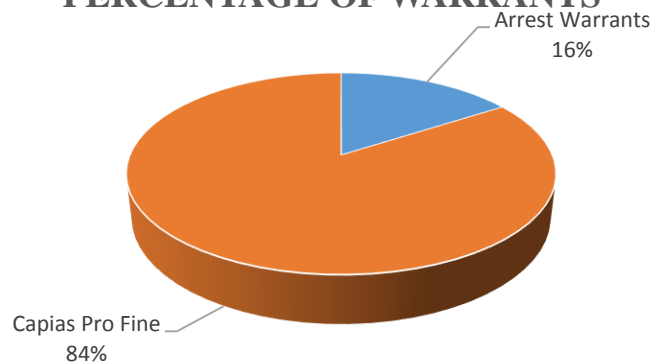
Dismissals	Aug-19	Aug-18
DSC	22	22
Deferral	65	52
Insurance	4	2
Compliance	8	10
Prosecutor	64	51
Closed	392	360
Total	555	497

PERCENTAGE OF DISMISSALS



Warrants	Aug-19	Aug-18
Arrest Warrants	10	69
Capias Pro Fine	53	36
Total	63	105

PERCENTAGE OF WARRANTS



Money Collected in August 2019

Kept By City	\$41,346.43
Kept By State	\$18,445.94
Total	\$59,792.37

Money Collected in August 2018

Kept By City	\$39,985.28
Kept By State	\$21,013.53
Total	\$60,998.81



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: September 18, 2019
RE: August Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In the month of August 43% of the water we supplied to our residents was from our wells, and we purchased 57% from EPCOR and Manville WSC. In August, the estimated population of residents in the City of Manor is 12,950. Estimated population for ShadowGlen is 3,699 residents.

Subdivision Inspections

- Street Inspections- 7
- Water Inspections- 4
- Wastewater Inspections- 8

Streets and Parks Monthly Report August 2019

Daily Duties and Projects 8/1/2019-8/31/2019

- **8/2/2019-** Texas summers as we all know can be very brutal to our trees. Timmermann park has an abundance of trees but that also means more trees to worry about. From all the construction at Timmermann park in the last year, and high temperatures we have lost quite a bit of trees.
- **8/3/2019-** Getting together as a city is always important for creating and building a strong team. The city held its annual picnic at Timmermann Park this year. It was a great time and a good team building opportunity.
- **8/5-8/2019-** Let the creativity flow! The picket art park was starting to come together with all the pickets installed and an asphalt trail for accessibility. There were also 8 crape myrtles that were installed prior to the month of August. With all irrigation to the art park already installed by city staff, it was now time to start installing all plants, stepping stones and decorative rock. All landscaping came out amazing and awaiting grass to be installed.
- **8/6-8/2019-** Most of the time, it is possible to raise concrete sidewalks until they are level. In rare cases, sidewalks are so far gone they will need to get torn out and replaced. On these days, 2 locations in Greenbury, and 1 location in Bell Farms were completely replaced by city staff.
- **8/9/2019-** With over 2000 square feet of chocolate loam placed at the art park awaiting new grass, the day has arrived. 5 pallets of latitude 36 Bermuda was ordered and installed by city staff. The art park could not look any better and a huge difference in transforming the entire area.
- **8/12/2019-** When trip hazards on sidewalks are either noticed by city staff and or called in by citizens, there is a process. If the trip hazard has a significant enough transition between the two panels, it must be addressed immediately. The temporary fix is first to ensure safety. An asphalt material is laid down to smooth the transition between the panels. That material will remain there until our concrete raising company is called in to level all areas of concern. The process has proven success and satisfaction with the community.
- **8/13/2019-** Most people notice green grass, but sometimes forget how the grass remains green in the scorching heat. The city has multiple irrigation systems that require constant maintenance. On this day, Greenbury park suffered a large crack in the mainline on the irrigation system. Parks staff exposed the broken line and repaired immediately. The park is back online with watering on a regular basis.
- **8/14/2019-** Trying to manage all traffic signs inside the City of Manor can be a challenge. Windstorms, aging brackets, and vandalism are constantly fighting against staff. On this day multiple signs were replaced in multiple subdivisions. (no outlet signs, turn only signs, multiple stop signs)
- **8/15/2019-** Controlling the algae inside Greenbury Park with an aquatic herbicide was done on this day. HOA stepped in and hired a contractor to manage the algae inside the pond.
- **8/15/2019-** When installing sidewalks, artificial joints are crucial. Creating a means of a breaking point in concrete is always important for the longevity of the concrete. Sometimes the city will go back to a job and cut the joints in instead of while concrete is getting poured. This what done on 3 different locations.
- **8/16/2019-** Now that the art park has all landscape and grass installed, it is now the time to monitor and give the area adequate water. Typical areas with new landscape are watered heavily for a few weeks to ensure all plants and grass are rooted properly.

- **8/19/2019-** Dead end barricades are very important when it comes to warning drivers where the road may end. On this day, the streets department installed barricades on the west side of downtown Manor.
- **8/20/2019-** Keeping the kids safe on Joyce Turner is a priority for all. Having the crosswalks remain as bright as they can be is the goal. On this day all crosswalks on Joyce Turner were restriped for safety.
- **8/22/2019-** On this day, the streets division continued on ensuring all street signs remain upright and visible. Straightening signs and poles can be a full-time job on its own every day of the week. It will always be a duty we pay close attention to and set adequate time aside to correct the issue.
- **8/26/2019-** Planting trees are very important, maintaining the trees you have planted is the most important. Giving them the right amount of water when they need it most is key. While all of the construction down at the public works yard has been progressing, a mainline was torn out to our trees. After almost 2 months of no rain, all 6 trees that were planted the previous year were dying. City staff jumped into action and rerouted the mainline and installed an entire new bubbler system for the trees. All 6 trees are coming back healthy.
- **8/29/2019-** A concerned citizen called to make a report of the speeding on E. Wheeler street. Now that the street just got repaved it seems motorists feel more comfortable speeding down this street. Since there were no signs present for speed, the streets department installed 2 new 30 MPH signs. The concerned citizen was very grateful.
- **8/30/2019-** More dead-end barricades were installed on Samaripa Street. This will prevent cut throughs from neighboring streets.

The month of August was extremely HOT! City staff takes the heat very serious and are always prepared. All city trucks are provided with 5-gallon coolers that get filled every morning. The city also provided city staff with wet towels to keep cool during these times. With the proper attire, city staff will always remain safe no matter what the weather brings us.

Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.

Presidential Heights Phase 5- The city had its first pre-construction meeting for phase 5. Excavation will begin this month.

Presidential Heights Phase 3&4- Phase 3 is almost completely built out and closing on their amenity center. Phase 4 had some contractor issues along the way but seem to be back on track. Home building will begin here in the next month.

Stonewater North Phase 1&3- Homes are being built in phase 1. Phase 3 roads and utilities are in and awaiting home building.

Stonewater North Phase 2- The city had its first pre-construction meeting for phase 2. Ground-breaking has already begun and will move fast.

Presidential phase 7- Phase 7 is close to all homes being completed.

Lagos Phase 1- Homes are continuing to go up and regular inspections are done on a weekly basis. The subdivision has done a great job on keeping all sites clean.

Manor Commons- All roads are paved, and Timmermann Park is complete. Most of the open land is revegetated and on a weekly mowing schedule. The park is turning into a very nice area for the citizens of Manor to enjoy.

Water Monthly Report August 2019

For the month of August, the Water Department had 30 service calls, 6 repair jobs, 8 maintenance jobs, 4 inspections, 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.

Repairs

707 John Nagle - Repaired a 1" service line leak by FZ,DD,AM 8-13-19.
501 East Jessie St - Made a new water tap 6x1 and ran new service line, set meter by RM,CD,DD 8-20-19.
5311 Gilbert Ln Clearwell tank - Repaired 3/4-inch service line break by FZ,AM,MO 8-23-19.
304 North Lampasas St. - Repaired a 2" main break by FZ,CD,DD 8-26-19.
16613 Jaron Dive- Replaced a leaking angle stop at meter by FZ,DD,MO 8-27-19.
402 W. Parsons (city yard pump room) Replaced an 8" check valve on booster pump number 4 by PS,JT,RM 8-14-19.

Maintenance

501 East Jessie St. - Locate utilities mark with blue paint and flags by JT,RM 8-5-19.
206 East Wheeler- Located water meter for empty lot by JT,RM 8-5-19.
FM 973 and Brenham SE corner- Install a water valve sign on 12" water main valve by CD,AM 8-6-19.
Duetts Tire shop- Had a flat repaired on truck unit 411 F250 by CD,AM 8-6-19.
Aqua Tech Lab - Dropped of the first set of 5 Bac T samples by RM,DD 8-12-19.
Brenntag - Ordered 5 150 lbs. for clear well by JT 8-19-19.
547 Llano St at Wilbarger Wastewater Plant- Located water mains and service for bluebonnet electric they are setting a new pole on 8-26-19 for transformers by JT,FZ 8-22-19.
Aqua Tech Lab- Dropped of the second set of 5 Bac T samples by RM,DD 8-19-19.

Inspections

Gregg Lane - water main by Sky Blue Utilities by RM 8-1-19 to 8-2-19.
ShadowGlen Section 17-pressue Test water main with JL gray by JT,RM 8-9-19.
ShadowGlen section 11 -water mains and services by JT,RM 8-12-19 to 8-16-19.
ShadowGlen section 11 -water mains and services by JT,RM 8-19-19 to 8-23-19.

Wastewater Monthly Report August 2019

For the month of August, the Wastewater Department had 3 service calls, 12 repair jobs, 12 maintenance jobs and 8 inspections.

Service Calls

12732 Wedding Drive - Called locates to make repairs where city side meets customer side left voice mail to notify customer by JT,AM 8-2019.

510 N. Burnet - Check for leak - leak was on customer side notified customer by JT,RM 8-21-19.

18205 Canopy-Sewer clog- clog is cleared also called locates to make repairs where city side meets customer side by CD AJ 8-30-19.

Repairs

16309 Hamilton Point - Made repairs where city side meets customer side and installed new cleanout by FZ,RM,CD,DD 8-1-19.

18136 Topsail- Made repairs where city side meets customer side and installed new cleanout by FZ,CD,AM 8-5-19.

Carrie Manor - Replaced broken manhole ring and lid and recement by CD,MO 8-19-19.

19404 Samuel Welch- Replaced broken clean out cap and lid by AM 8-20-19.

14303 Almodine- Replaced broken clean out cap and lid by AM 8-20-19.

12732 Wedding Drive- Repaired wastewater service line where city side meets customer side and installed new cleanout by FZ,CD,AM 8-21-19.

501 Jessie St.- Installed a new wastewater tap, service and set clean out on property line by FZ,CD,DD, 8-22-19.

509 East Carrie Manor- Repaired where city side meets customer side and installed clean out by FZ,DD,MO 8-26-19.

510 East Jessie St - Repaired where city side meets customer side and installed clean out by FZ,DD,MO 8-26-19.

106 West Parsons -Duett's tire shop alley- repaired manhole cemented ring and lid by FZ,CD,MO 8-26-19.

400 Block Carrie Manor - Replaced Manhole ring and lid and cement ring and lid by FZ,CD,MO 8-26-19.

301 South San Marcos- Repaired manhole cemented ring and lid by FZ,CD,MO 8-26-19.

Maintenance

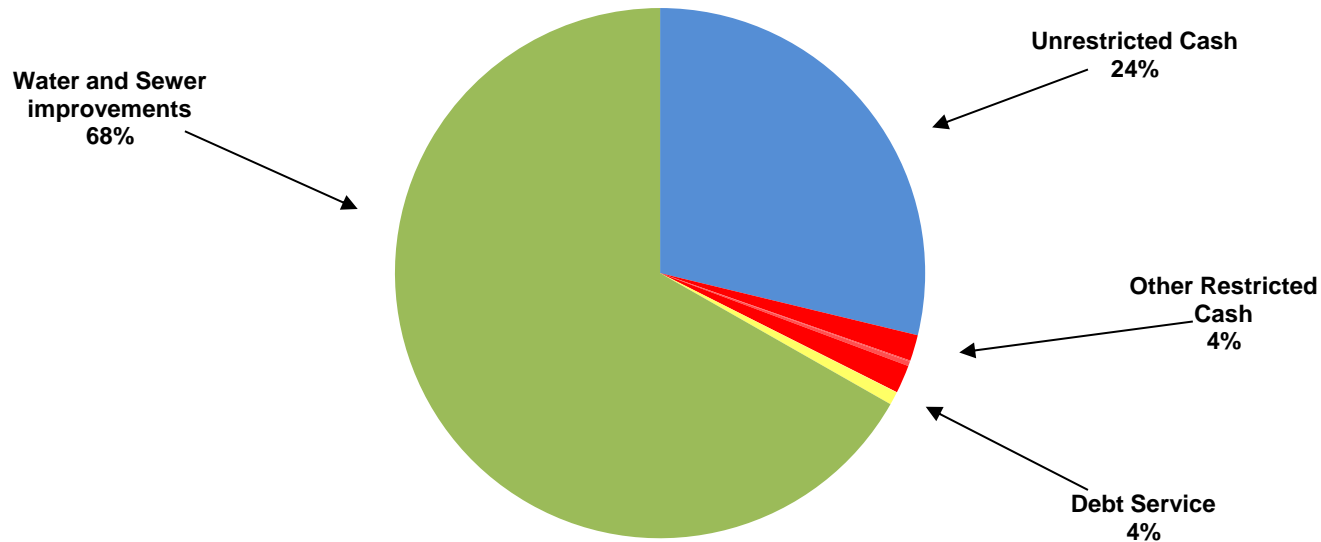
501 East Jessie St. - Located wastewater main mark with green paint and flags by JT, RM 8-5-19.
206 East Wheeler- Located wastewater clean out where city side meets customer side for empty lot by JT, RM 8-5-19.
Carriage Hills Lift Station - Replaced broken boards on fence by CD, AM 8-6-19.
Lexington to Lampasas St. between Eggleston and Parsons St.- Smoke tested wastewater mains and marked areas with green flags that need to be repaired by JT, FZ, CD 8-8-19.
East Parsons to Brenham between Bastrop St. to Hamilton Point subdivision smoke tested wastewater mains and marked areas with green flags that need to be repaired by JT, FZ, CD 8-8-19.
Bell Farms Lift Station - Change out 300-gallon tote of hydrogen peroxide by RM, DD 8-12-19.
WWTP- Changed filters in blower number 1 and 2 by JR, CD 8-14-19.
Stonewater Lift Station- Pump 1 and 2 tripped out reset pumps all is good by JT, DD 8-13-19.
Presidential Heights Lift Station - Pump number 2 tripped out reset pump all is good by 8-13-19.
Brenntag- ordered two 100 lb. buckets of granular chlorine for plant by JT 8-14-19.
Brenntag-ordered two 300-gallon totes of alum for wastewater treatment plant by JT 8-15-19.
547 Llano St at Wilbarger Wastewater Plant- Located wastewater mains and service for Bluebonnet Electric they are setting a new pole for transformers on 8-26-19 by JT, FZ 8-22-19.

Inspections

ShadowGlen Section 17- Pressure Test wastewater mains with JL Gray by JT, RM 8-9-19.
Presidential Heights Phase 4 - Pulled mandrels with Cash Construction by CD 8-12-19.
Presidential Heights Phase 4 - Pulled mandrels with Cash Construction by CD 8-14-19.
ShadowGlen section 11 - Wastewater mains and services by JL Gray Construction by JT, RM 8-5-19 to 8-9-19.
ShadowGlen section 11 - Wastewater mains and services by JL Gray Construction by JT, RM 8-12-19 to 8-16-19.
ShadowGlen section 11 - Wastewater mains and services by JL Gray Construction by JT, RM 8-19-19 to 8-23-19.
ShadowGlen section 11 - Wastewater mains and services by JL Gray Construction by JT, RM 8-26-19 to 8-30-19.
547 Llano St. New WWTP- Outfall line by Excel Construction by JT, RM 8-26-19 to 8-30-19.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of August, 2019**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$ 2,903,798	\$ 7,365,174			\$ -	\$ 10,268,971
Restricted:						
Tourism				566,428		566,428
Court security and technology	24,499					24,499
Rose Hill PID				98,346		98,346
Customer Deposits		613,415				613,415
Park	8,816					8,816
Debt service			282,401			282,401
Capital Projects						
Water and sewer improvements		16,019,399		7,812,675		23,832,074
TOTAL CASH AND INVESTMENTS	\$ 2,937,113	\$ 23,997,988	\$ 282,401	\$ 8,477,449	\$ -	\$ 35,694,951



Overview of funds:

\$138,889.92 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: September 18, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning Las Entradas North being 7.915 acres of land more or less out of the James Manor Survey No. 40, Abstract No. 546, and being located near Gregg Manor Road and Hill Lane, Manor, TX, from Single Family (R-2) to Light Commercial (C-1). Applicant: Kimley-Horn & Assoc. Owner: Las Entradas Development Corporation

BACKGROUND/SUMMARY:

This rezoning was made in response to city comments on the recent larger rezoning of Las Entradas North. Staff had recommended the remaining R-2 area be rezoned to office or commercial. This will replace the remaining single family lots with light commercial.

Planning Commission voted 6-0 for approval

PRESENTATION: ☐ YES ☒ NO

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

Ordinance
Letter of Intent
Rezoning Map
Allowable C-1 Uses
Notice Letter, Mailing Labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the Public Hearing and approve the first reading of an ordinance rezoning Las Entradas North being 7.915 acres of land more or less out of the James Manor Survey No. 40, Abstract No. 546, and being located near Gregg Manor Road and Hill Lane, Manor, TX, from Single Family (R-2) to Light Commercial (C-1).

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family (R-2) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-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, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the 18th day of September 2019.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

EXHIBIT “A”

Property Address:
Las Entradas North

Property Legal Description:

**A METES AND BOUNDS
DESCRIPTION OF A
7.915 ACRE TRACT OF LAND**

BEING a 7.915 acre (344,798 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of a called 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron pipe found on the southwesterly right-of-way line of Hill Lane (55 foot wide) marking the northeasterly corner of that certain 275.66 acre "Tract 3" described in instrument to the Butler Family Partnership in Volume 12271, Page 872 of the Official Public Records of Travis County, and also marking the northwesterly corner of said 104.825 acre tract;

THENCE, South 63°12'35" East, 875.99 feet along the right-of-way of said Hill Lane to a 1/2 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE, South 35°38'14" West, 417.51 feet departing the southwesterly right-of-way of said Hill Lane and crossing into the said 104.825 acre tract to a 1/2 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE, North 62°27'43" West, 816.62 feet continuing across said 104.825 acre tract to a point for corner on the southeasterly line of said Tract 3;

THENCE, North 27°28'12" East, 401.92 feet along the said southeasterly line of said Tract 3 to the **POINT OF BEGINNING** and containing 7.915 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert surface distances to grid, apply the combined Surface to Grid scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com



John G. Mosier
7-31-2019

7.915 ACRE TRACT
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS

Kimley»Horn

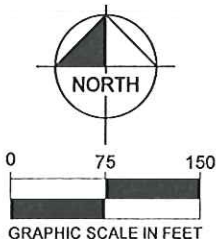
601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166

www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAB	JGM	7/31/2019	069241741	1 OF 2



GEODETIC BASIS STATEMENT: The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99992337881. The unit of linear measurement is U.S. Survey Feet.

24.7833 ACRES
THE MOST REVEREND JOHN MCCARTHY, BISHOP
OF THE DIOCESE OF AUSTIN AND HIS
SUCCESSORS
VOL.13327, PG.702 OPRTC

6.5063 ACRES
MANOR INDEPENDENT SCHOOL DISTRICT
VOL.12597, PG.1548 OPRTC

24.8354 ACRES
MANOR INDEPENDENT
SCHOOL DISTRICT
VOL.12597, PG.1543
OPRTC

275.66 ACRE
TRACT 3
BUTLER FAMILY
PARTNERSHIP LTD.
VOL. 12271, PG. 872
OPRTC
DESCRIBED IN
VOL. 4282 PG. 1082
T.C.D.R.

P.O.B.
5/8"
IPF

PROPOSED
TRACT 7B

7.915 ACRES
344,798 SQ. FT.

104.825 ACRES
LAS ENTRADAS DEVELOPMENT
CORPORATION
DOC# 2007002485 OPRTC

N62°27'43"W 816.62'

PROPOSED
RIGHT-OF-WAY

PROPOSED
TRACT 7A

IRFC
"KHA"

S35°38'14"W 417.51'

IRFC
"KHA"

LEGEND

P.O.B. = POINT OF BEGINNING

IRFC = IRON ROD W/CAP FOUND

IPF = IRON PIPE FOUND

OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



7.915 ACRE TRACT
JAMES MANOR SURVEY NO. 40,
ABSTRACT NO. 546
CITY OF MANOR
TRAVIS COUNTY, TEXAS

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier
7-31-2019

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale
1" = 150'

Drawn by
JAB

Checked by
JGM

Date
7/31/2019

Project No.
069241741

Sheet No.
2 OF 2

August 1, 2019

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

**Re: *Las Entradas North
7.915-Acre Tract – Letter of Intent
Northwest of the Intersection of US Highway 290 and Gregg Manor Road
Manor, Texas 78653***

Dear Staff:

Please accept this Summary Letter for the above referenced project. The proposed Las Entradas North development is located along the westbound frontage of US Highway 290 in Manor, Texas. The existing property consists of a 12.3-acre developed tract, and approximately 92 acres of undeveloped land.

A concept plan for the parent tract was previously approved on 08/14/2013, which had originally designated the subject tracts as single-family residential use. Due to market demand, commercial uses are now being considered for 7.915 acres of land within the existing single family residential use. Therefore, the Owner intends to submit an application to rezone this tract of land from R-2 (Single Family Residential) to C-1 (Light Commercial).

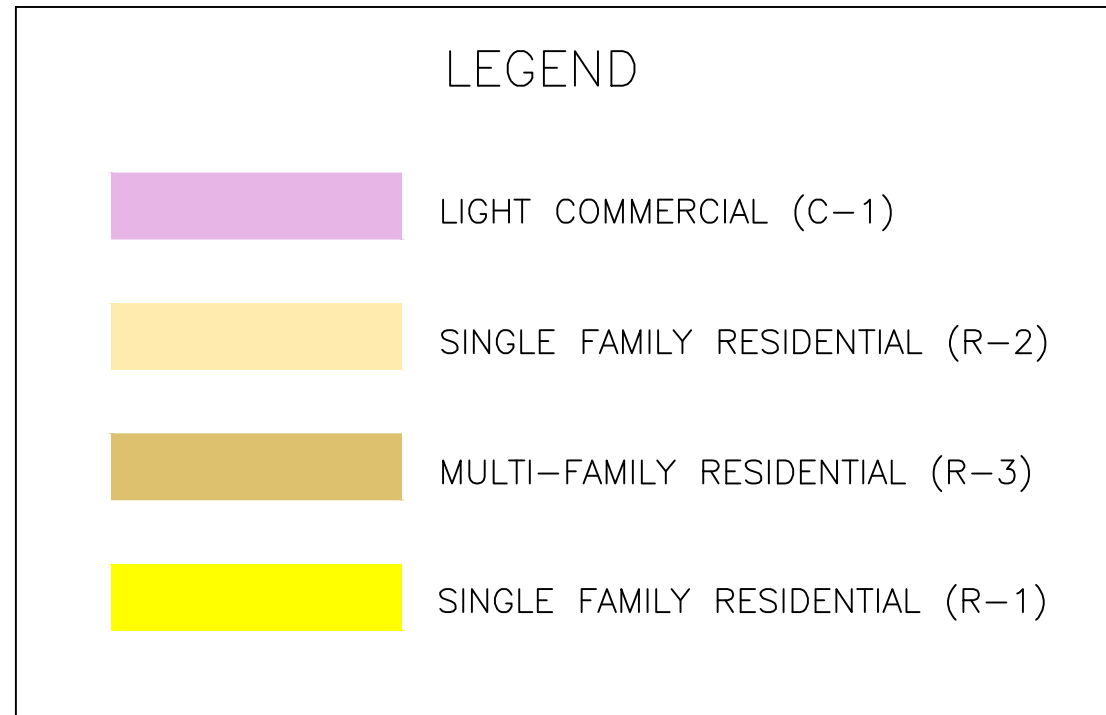
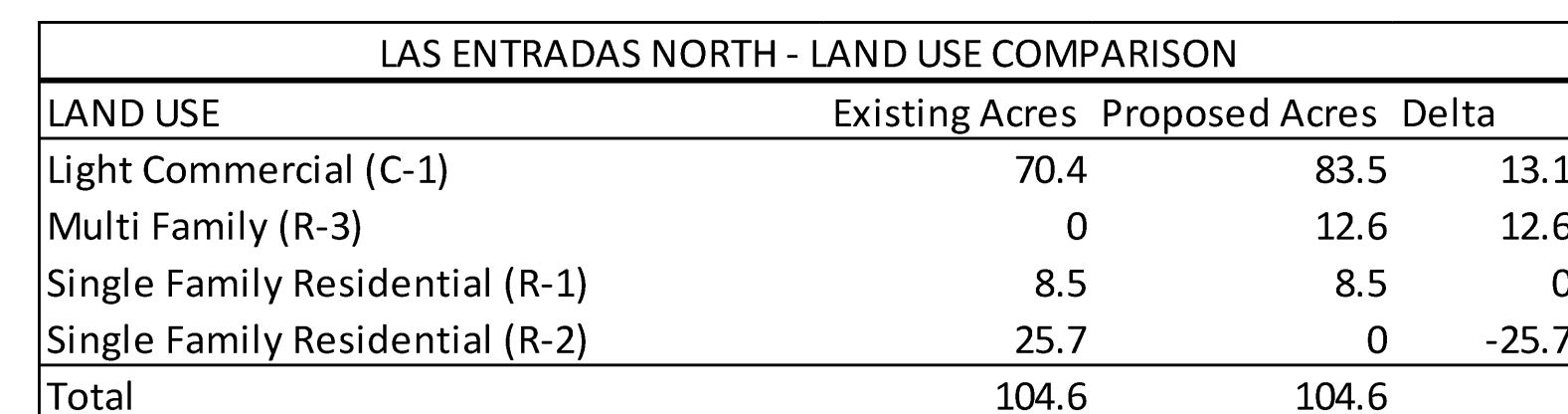
If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Brandon Hammann, P.E.
Project Manager



Manor, Texas
August 19

Kimley»Horn

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

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

COMMERCIAL DISTRICTS

C-1 Light Commercial

This District allows a mix of commercial uses including retail, office, light commercial, and similar uses excluding residential and multifamily. Allows the retail of goods and products to which value is added on-site, including sales of goods and services outside of the primary structure.

Site Development Standards

Lot		Massing	
Minimum Lot Size	5,750 sq ft	Maximum Height	60 ft
Minimum Lot Width	50 ft	Maximum FAR	1.8
Maximum Building Coverage	60%	Minimum Setbacks:	
Maximum Building Coverage		Front Yard	25 ft
with Accessory Buildings	70%	Street Side Yard	15 ft
Landscape Requirement	15%	Side Yard	25 ft*
		Rear Yard	25 ft^

* 0 or 10 ft side yard to all C, I, IN

^ 10 ft rear yard to all C, I, IN

Permitted and Conditional Uses

Civic

College or University	Cultural Services
Communication Service Facilities	Postal Facilities
Community Events	Religious Assembly
Community Recreation	Safety Services
Private Primary and Secondary	Transportation Terminal
Education Facilities	All Other Civic Uses
Public Primary and Secondary	
Education Facilities	

C-1

Light Commercial

Commercial

Art Gallery	Game Rooms (c)
Art Workshop	General Retail Sales
Bed and Breakfast	Hotel and Motel
Business and Trade Schools	Indoor Entertainment
Club or Lodge	Indoor Sports and Recreation
Cocktail Lounge	Laundry Services
Commercial Off-Street Parking	Liquor Sales
Consumer Convenience Stores	Monument Retail Sales
Consumer Repair Services	Off-Site Accessory Parking
Counseling Services	Personal Improvement Services
Day Care Services	Personal Services
Financial Services	Pet Services
Florist - no greenhouse	Printing and Publishing
Food Court Establishment (c)	Restaurant
Food Preparation less than 2,500 sq. ft. GFA	Restaurant Drive-Through
Food Sales	Service Station (c)
Funeral Services Not Including Crematory	Theater



August 20, 2019

RE: Las Entradas North Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for Las Entradas North. 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:

Public Hearing: Consideration, discussion and possible action on a rezoning request for Las Entradas North being 7.915 acres of land more or less out of the James Manor Survey No. 40, Abstract No. 546, and being located near Gregg Manor Road and Hill Lane, Manor, TX, from Single Family (R-2) to Light Commercial (C-1).

The Planning and Zoning Commission will convene at 6:30PM on September 11, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 18, 2019 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

Sincerely,

Scott Dunlop
Assistant Development Director
512-272-5555 ext. 5

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

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

BUTLER FAMILY PARTNERSHIP LTD
PO BOX 9190
AUSTIN, TX 78766-9190

BUTLER FAMILY PARTNERSHIP LTD
PO BOX 9190
AUSTIN, TX 78766-9190

9 SUNNY PARTNERS LP
2207 LAKE AUSTIN BLVD
AUSTIN, TX 78703-4547

9 SUNNY PARTNERS LP
2207 LAKE AUSTIN BLVD
AUSTIN, TX 78703-4547

ROMAN CATHOLIC DIOCESE
OF AUSTIN TEXAS
6225 HWY 290 E
AUSTIN, TX 78723-1025



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning 34.29 acres of land more or less out of the A.C. Caldwell Survey No. 52 and L. Kimbro Survey No. 64, and being located at 14704 US Hwy 290 East, Manor, TX, from Single Family (R-1) to Light Industrial (IN-1). Applicant: Doucet Engineers
Owner: Chau Dinh

BACKGROUND/SUMMARY:

This property is located near US Hwy 290 and FM 1100. The total acreage of the property is about 51.5 acres but only 34.29 are within the city limits and under our ability to zone. The area is zoned Single Family R-1 because at the time it was annexed that was the default zoning category. This request is to zone the 34.29 acres of the tract that is within the city to Light Industrial IN-1. Existing industrial uses do exist nearby but those uses were established prior to the being within the city limits and therefore were not regulated by the city. If those uses were proposed today they would not be supported. The purpose of the city's 2017 annexations of areas along 290 was for future sales tax and commercial growth. Properties fronting along 290 should be designated for commercial, sale tax generating uses. Planning Commission voted 6-0 to deny the rezoning request.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance
Letter of Intent
Rezoning Map
Allowable IN-1 Uses
Notice Letter, Mailing Labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council deny a rezoning request for 34.29 acres of land more or less out of the A.C. Caldwell Survey No. 52 and L. Kimbro Survey No. 64, and being located at 14704 US Hwy 290 East, Manor, TX, from Single Family (R-1) to Light Industrial (IN-1).

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY (R-1) 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 Single Family (R-1) 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, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the ____ day of September 2019.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of October 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia Almaraz,
City Secretary

ORDINANCE NO.

Page 2

EXHIBIT “A”

Property Address:
14704 US Hwy 290 East

Property Legal Description:



TBPE Firm #3937

State of Texas Surveying Firm Certification #10105800

7401 B Hwy 71 West, Suite 160

Austin, TX 78735

Office: 512.583-2600

Fax: 512.583-2601

Doucetengineers.co

August 8, 2019
City of Manor
Development Services

Re: 14704 US HWY 290 E Rezoning Request

Tract 1: TCAD property ID 845560, about 51.533 acres and the northwestern part of this tract is located in City of Manor ETJ with the rest of the tract located in City of Manor and zoned R-1 (single family).

Tract 2: TCAD property ID 236957, about 0.449 acres and is located in City of Manor and zoned R-1 (single family).

Dear Sir or Madam:

On behalf of the Mr. Chau Dinh (OWNER), Doucet & Associates (DOUCET) is submitting this rezoning request on the referenced properties.

OWNER desires to use the two above mentioned properties as an aggregate processing facility and also having stockpiling of concrete washout materials on site. Both tracts are currently zoned R-1 (residential). After consulting with City Engineer, the OWNER was informed that for the proposed usage of the site, a zoning change from R-1 to IN-1 (light industrial) would be needed.

The two properties are off US HWY 290. The adjacent land is undeveloped, and it is also zoned R-1. The properties across 290 to the south is zoned A (agricultural). Along this portion of HWY 290, there are many commercial use /industrial use properties (trailer supply, warehouses, boat sales, etc.).

The Owner has previously met with City Engineer and it is our understanding that it is desirable to have commercial/industrial uses for the properties along 290 in this area.

With all the above considerations, the proposed zoning change will not change the character of this area, but fits in with the City's plan to have a commercial/industrial area along this portion of 290. With that in mind, we are requesting a zoning change for the two listed properties above.

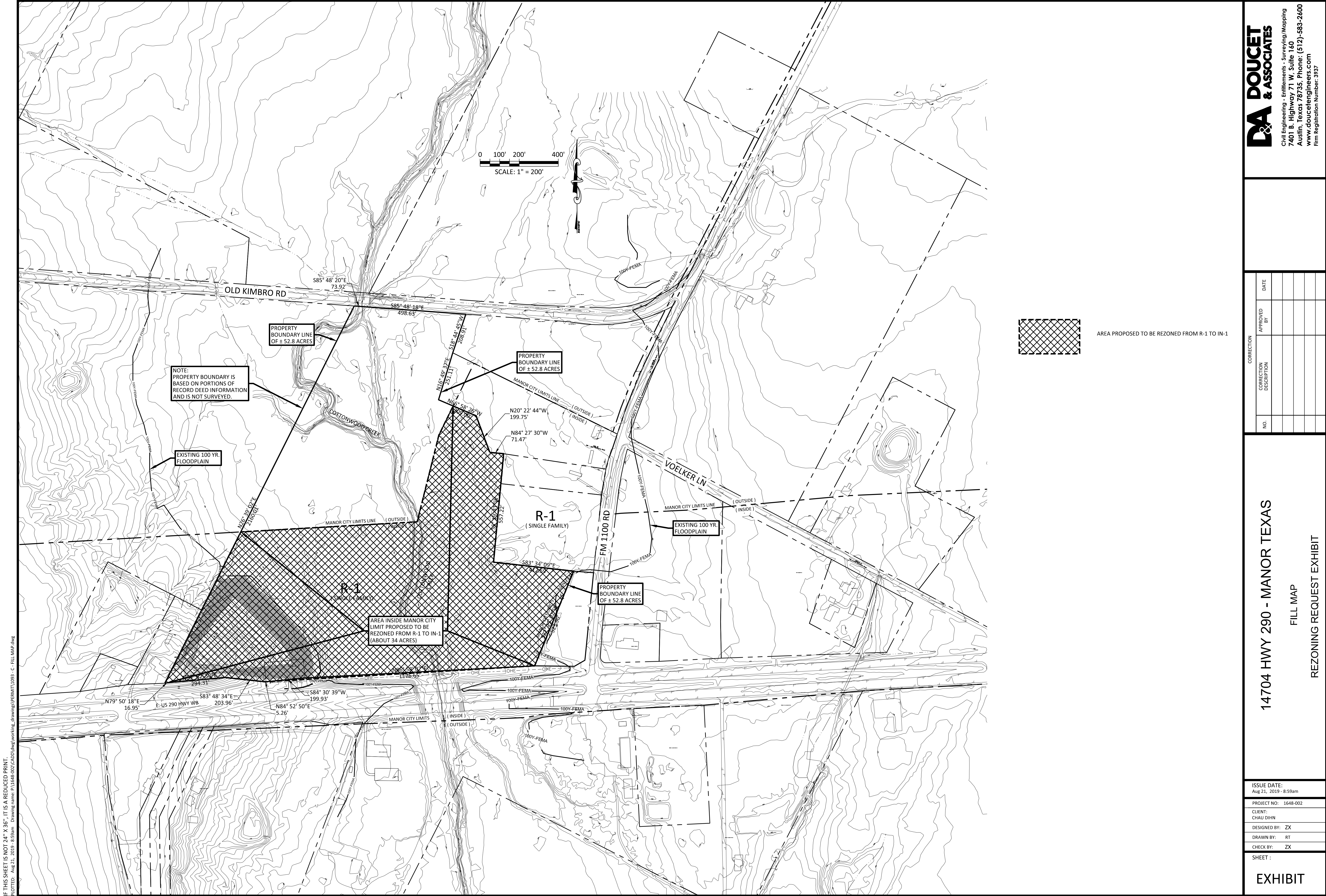
Please let us know if you have any questions or require additional information. We appreciate your time and consideration.

Sincerely,
DOUCET + ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Zhipeng Xing', is written over a horizontal line.

Zhipeng Xing, P.E.

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



14704 HWY 290 - MANOR TEXAS

FILL MAP

REZONING REQUEST EXHIBIT

ISSUE DATE:
Aug 21, 2019 - 8:59am

PROJECT NO: 1648-002

CLIENT:
CHAU DIHN

DESIGNED BY: ZX

DRAWN BY: RT

CHECK BY: ZX

SHEET :

EXHIBIT

DA DOUCET & ASSOCIATES

Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

CORRECTION		APPROVED BY	DATE
NO.	CORRECTION DESCRIPTION		

INDUSTRIAL DISTRICTS

I-1 Light Industrial

This District is designed to provide locations for outlets offering goods and services to a targeted segment of the general public as well as industrial users. Allows assembly, packaging, and manufacture of non-hazardous, non-volatile products.

Site Development Standards

Lot		Massing	
Minimum Lot Size	43,560 sq ft (1 acre)	Maximum Height	60 ft
Minimum Lot Width	50 ft	Maximum FAR	1.5
Maximum Building Coverage	50%	Minimum Setbacks:	
Maximum Building Coverage with Accessory Buildings	60%	Front Yard	25 ft
Landscape	10%	Street Side Yard	25 ft
		Side Yard	50 ft*
		Rear Yard	50 ft^

* 20 ft side yard to all C, I, IN

^ 20 ft rear yard to all C, I, IN

Permitted and Conditional Uses

Civic

College or University	Military Installations
Communication Service Facilities	Postal Facilities
Convention Center	Railroad Facilities
Cultural Services	Religious Assembly
Detention Facilities	Safety Services
Local Utility Services	Transportation Services
Major Public Facilities	Transportation Terminal
Major Utility Facilities	

Commercial/Industrial

Administrative Services	Laundry Services
Agricultural Sales and Services	Light Manufacturing
Art Workshop	Limited Warehousing and Dist
Automotive Repair Services	Maintenance and Service Facilities
Automotive Sales	Marina

I-1

Light Industrial

Commercial/Industrial

Automotive Washing	Monument Retail Sales
Aviation Services	Off-Site Accessory Parking
Building Maintenance Services	Outdoor Entertainment
Business and Trade Schools	Outdoor Sports and Entertainment
Carriage Stable	Pawnshop Services
Commercial Blood Plasma Center	Pet Services
Commercial Off-Street Parking	Plant Nursery
Communication Services	Printing and Publishing
Construction Sales and Services	Recreational Equipment Maint. & Storage
Convenience Storage	Recreational Equipment Sales
Custom Manufacturing	Recycling Center
Drop-Off Recycling Collection Facility	Research Assembly Services (general)
Electronic Prototype Assembly	Research Services (general)
Electronic Testing	Research Testing Services (general)
Equipment Repair Services	Research Warehouse Services (general)
Equipment Sales	Resource Extraction
Exterminating Services	Scrap and Salvage
Florist	Service Station
Food Court Establishment (c)	Sexually Oriented Business (c)
Food Preparation	Software Development
Funeral Services	Stables
General Warehouse and Dist	Telecommunication Tower
Hospital Services	Urban Farm
Indoor Entertainment	Vehicle Storage
Indoor Sports and Recreation	Veterinary Services
Kennels	

Open Space

Camp	Park and Recreation Services
Campground	



August 20, 2019

RE: 14704 US Hwy 290 E Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for 14704 US Hwy 290 East. 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:

Public Hearing: Consideration, discussion and possible action on a rezoning request for 34.29 acres of land more or less out of the A.C. Caldwell Survey No. 52 and L. Kimbro Survey No. 64, and being located at 14704 US Hwy 290 East, Manor, TX, from Single Family (R-1) to Light Industrial (IN-1).

The Planning and Zoning Commission will convene at 6:30PM on September 11, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 18, 2019 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

Sincerely,

A handwritten signature in blue ink, appearing to be 'Scott Dunlop', with a stylized, looping flourish at the end.

Scott Dunlop
Assistant Development Director
512-272-5555 ext. 5

Vu Thuy Trang Ngoc & Thanh Kim Nguyen
12609 Dessau Rd 195
Austin, TX 78754-1820

Grace Covenant Christian Center of Austin, Inc.
PO Box 1068
Manor, TX 78653-1068

Ynacio & Rosa Tabarez
1221 Meadgreen Dr
Austin, TX 78758-4712

Thanh K Nguyen & Thong Q Vu
14520 E US Hy 290
Manor, TX 78653-4747

Timmerman Properties Inc
PO Box 4784
Austin, TX 78765-4784

Herbert Guy Purtle
13105 FM 1100
Manor, TX 78653-4528

MB & MS Enterprises Inc.
PO Box 82653
Austin, TX 78708-2653

Juby Frederick Eugene Real Estate Testamentary
PO Box 529
Manor, TX 78653

Krantz Properties LLC
14807 US Highway 290 E
Manor, TX 78653-4513

Laurie Pickerill & Daryl Swenson
244 Cambridge Dr
New Braunfels, TX 78132-5228

RHOF LLC
2730 Transit Rd
West Seneca, NY 14224-2523

RHOF LLC
2730 Transit Rd
West Seneca, NY 14224-2523

Orlando Valdez Aguilar & Rosaura Fernandna
Chavez
1121 W Rundberg Ln Unit 13
Austin, TX 78758-6361

Dutch Clean Storage, Inc.
14601 Hwy 290 E
Manor, TX 78653-4567

Lee J Marsalise
110 Raymond Dr
Deridder, LA 70634-5806

RHOF LLC
2730 Transit Rd
West Seneca, NY 14224-2523



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning Las Entradas North, Section 1, Block A, Lot 1, 0.9274 acres of land, locally known as 12400 Gregg Manor Road, Manor, TX, from Light Commercial (C-1) to General Office (GO). Applicant: Frontier Bank Owner: Frontier Bank

BACKGROUND/SUMMARY:

This property is the Frontier Bank at the corner of US Hwy 290 E and Gregg Manor. The subdivision, Las Entradas North, is zoned C-1 Light Commercial. At the time of permitting, C-1 allowed office type uses. During the construction the zoning ordinance was changed to remove office type uses from C-1. The 2 tenant lease spaces Frontier Bank constructed where built specifically for office type users (real estate, loan company) to compliment their services. Upon completion the bank could no longer lease these areas as the parking is undersized for retail users and the spaces weren't designed to accommodate restaurant users. They are seeking to rezone to General Office to allow for their planned uses. Planning Commission voted 6-0 for approval.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance
Letter of Intent
Rezoning Map
Allowable IN-1 Uses
Notice Letter, Mailing Labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the Public Hearing and approve the first reading of an ordinance rezoning Las Entradas North, Section 1, Block A, Lot 1, 0.9274 acres of land, locally known as 12400 Gregg Manor Road, Manor, TX, from Light Commercial (C-1) to General Office (GO).

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO GENERAL OFFICE (GO); 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 Light Commercial (C-1) to zoning district General Office (GO). The Property is accordingly hereby rezoned to General Office (GO).

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, Texas Gov't. Code.

PASSED AND APPROVED FIRST READING on this the 18th day of September 2019.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

EXHIBIT “A”

Property Address:
12400 Gregg Manor Road, Manor, TX 78653

Property Legal Description:
Las Entradas North, Section 1, Block A, Lot 1

August 15, 2019

City of Manor
105 E Eggleston St
Manor, Tx 78653

Re: Letter of Intent - Re-Zoning Application

To whom it may concern,

Frontier Bank of Texas is seeking to re-zone the property located at 12400 Gregg Manor Road in Manor, Texas.

Re-zoning this property is being requested because leasing the building has proved to be difficult due to the current zoning restrictions. After construction was completed, there were changes made to the current zoning of the property that prevented the bank from being to lease the property to the very types of businesses we were constructing the building to attract. The bank has also secured two leases that are being reconsidered now due to the change that occurred with the current zoning. These potential leases began to be negotiated before knowledge of the restrictions.

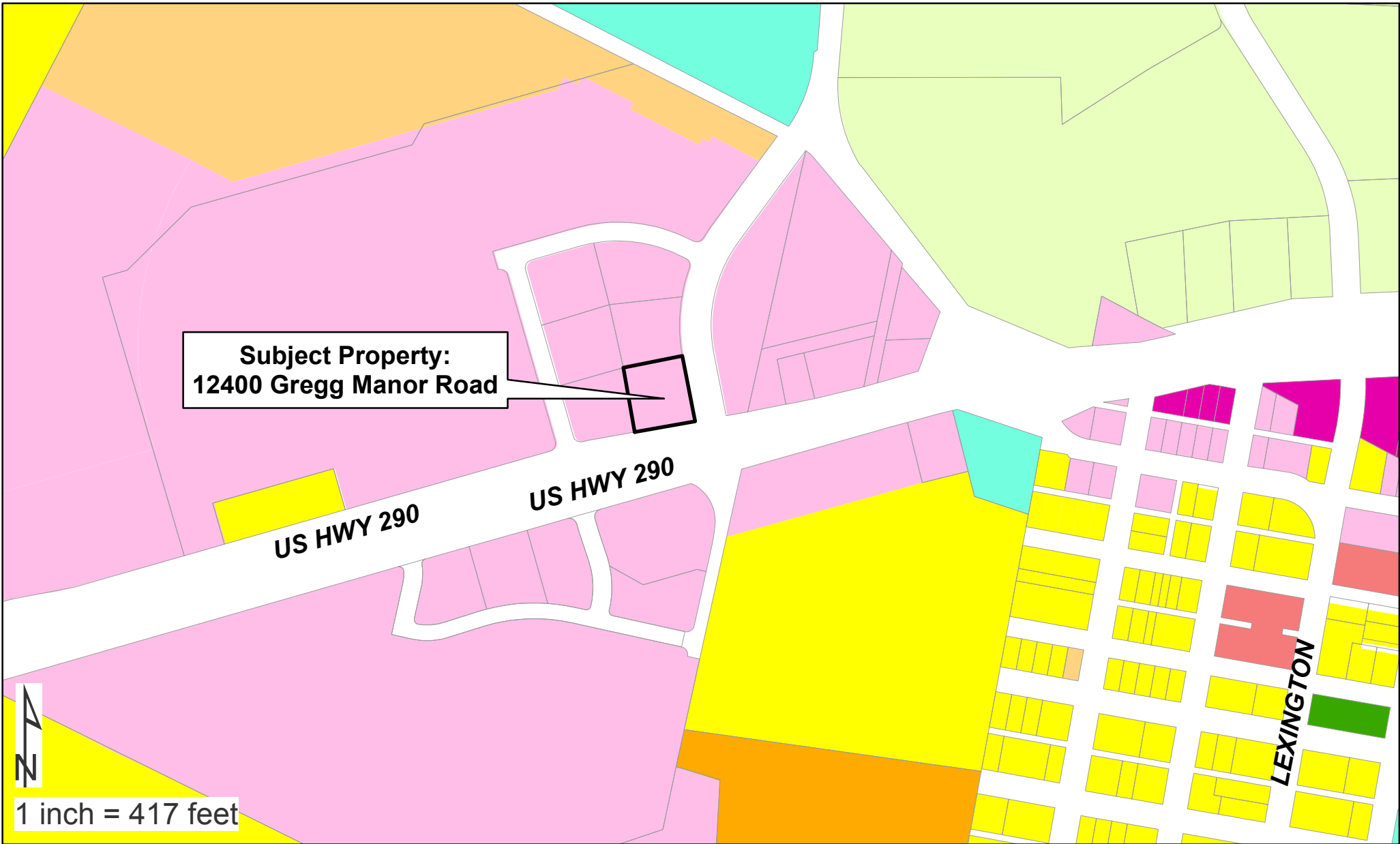
Frontier Bank is also looking to bring businesses to Manor that either do not currently exist here or there are very few of. The goal is to bring more services to our community and have a place to create more jobs in professional fields.

Frontier Bank greatly appreciates your consideration in our request in changing the zoning.

If you have questions, please reach out to Sean Donnelly at 512-270-4785.

Sincerely,

Sean Donnelly, VP Frontier Bank of Texas



Proposed Zoning: **General Office (GO)**

Current Zoning District:
Light Commercial (C-1)

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		

GO

General Office

Established to provide for office buildings and businesses that support large office complexes. This district permits uses that serve the community as a whole and provides regional employment opportunities. This district should be located along arterial roadways; it can also provide for transitional uses between neighborhoods and more intensive commercial and regional activities.

Site Development Standards

Lot		Massing	
Minimum Lot Size	15,000 sq ft	Maximum Height	60 ft
Minimum Lot Width	100 ft	Maximum FAR	1.8
Maximum Building Coverage	60%	Minimum Setbacks:	
Maximum Building Coverage		Front Yard	25 ft
with Accessory Buildings	70%	Street Side Yard	15 ft
Landscape Requirement	15%^	Side Yard	25 ft*
		Rear Yard	25 ft**

* 0 or 10 ft side yard to all C, I, IN

** 10 ft rear yard to all C, I, IN

^ Reduced required plantings. See 3.09.002(6)

Permitted and Conditional Uses

Civic

College or University	Public Primary and Secondary
Communication Service Facilities	Education Facilities
Cultural Services	Religious Assembly
Local Utility Services	Safety Services
Postal Facilities	All Other Civic Uses
Private Primary and Secondary	
Education Facilities	

Commercial

Administrative Offices	Hospital Services
Administrative Services	Medical Offices
Business and Trade Schools	Personal Improvement Services
Communication Services	Personal Services
Counseling Services	Printing and Publishing
Day-care Services	Produce Development Services (general)
Employee Recreation	Professional Office
Financial Services	Research Services (general)
Funeral Services	Restaurant



August 20, 2019

RE: 12400 Gregg Manor Road Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for 12400 Gregg Manor Road. 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:

Public Hearing: Consideration, discussion and possible action on a rezoning request for Las Entradas North, Section 1, Block A, Lot 1, 0.9274 acres of land, locally known as 12400 Gregg Manor Road, Manor, TX, from Light Commercial (C-1) to General Office (GO).

The Planning and Zoning Commission will convene at 6:30PM on September 11, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 18, 2019 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

Sincerely,

Scott Dunlop
Assistant Development Director
512-272-5555 ext. 5

LAS ENTRADAS DEVELOPMENT
CORPORATION
9900 US HIGHWAY 290 E
MANOR, TX 78653-9720

SCOTT BAYLOR & WHITE HEALTH
MS-20-D642
2401 S 31ST ST
TEMPLE, TX 76508-0001

GABS INC
407 TALKEETNA LN
CEDAR PARK, TX 78613-2532

HORTON JOHN E
5201 RAIN CREEK PKWY
AUSTIN, TX 78759-5641

CVS PHARMACY INC
% CVS CAREMARK CORP
1 CVS DR # 10029-01
WOONSOCKET, RI 02895-6146

JOHNSON ROBERT J & CURT D JOHN
CURT D JOHNSON &
501 W KOENIG LN
AUSTIN, TX 78751



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Consideration, discussion and possible action on a Conditional Use Permit request for Block 11, Lot 1, Town of Manor and locally known as 901 ½ North Burnet Street, Manor, TX, to allow for wireless telecommunication facilities. Applicant: Vincent Gerard & Associates, Inc. Owner: City of Manor

BACKGROUND/SUMMARY:

This conditional use request will permit wireless telecommunication facilities on the unused water tower behind Sonic. Verizon wants to increase signal strength in the old manor and 290/Lexington area and had originally proposed a 150' tower on adjacent property. Staff did not support that proposal and suggest collocating facilities on the water tower. The city rezoned the property from R-1 Single Family to Institutional as well as granted a setback waiver to allow for ground equipment and Right of Entry Agreement so Verizon could test various aspects of the property to ensure it met their requirements. If approved, a lease agreement between the City and Verizon would also need to be approved. Planning Commission voted 6-0 for approval.

PRESENTATION: ☐ YES ☒ NO

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

Letter of Intent
Plan
Photo Simulation
Notice Letter
Mailing Labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a Conditional Use Permit request for Block 11, Lot 1, Town of Manor and locally known as 901 ½ North Burnet Street, Manor, TX, to allow for wireless telecommunication facilities.

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



VINCENT GERARD & ASSOCIATES, INC.

August 14, 2019

City of Manor - City Hall
105 E. Eggleston Street
Manor, Texas 78653

RE: Request for Conditional Use Permit for Verizon Wireless at 901 ½ N. Burnet Street

Dear Commissioners and Council Members,

We are respectfully requesting a Conditional Use Permit on behalf of our client, Verizon Wireless. Verizon is proposing to collocate antenna and ground equipment within a 12' x 26' lease area at the City water tank property located at the northwest corner of N. Burnet Street and E. Murray Avenue. Attached to this application are preliminary construction drawings and a Conditional Use site plan for your review.

This site is zoned Institutional and is surrounded by commercial zoning districts, with the exception of residential properties to the southeast. Coupland State Bank is to the east, Sonic Drive-in is adjacent to the north, and Bluebonnet Electric Cooperative is south of the site. The commercially zoned property west of the site is currently vacant.

The appearance, size, and operating characteristics of the proposed wireless telecommunication facility are compatible with the surrounding neighborhood and uses. The water tank is existing; adding antennas to upgrade cellular coverage in the community will not change the existing use of the site. The proposed addition will not have an adverse effect on the value of surrounding properties. This development will benefit surrounding properties by providing better coverage for Verizon customers, especially in emergency situations. Studies show that the top five questions asked by potential home buyers include, "is there cellular coverage in-house?"

The proposed wireless telecommunication facility will not create a nuisance or interfere with a neighbor's enjoyment of their property or operation of their business. Traffic that the proposed use will generate is approximately one maintenance vehicle per month. This land use will not create congestion, a safety hazard, or a parking problem in the area, nor will it disturb the peace and quiet of the neighborhood. This site is the only existing vertical option for collocation in Downtown Manor and was discussed with staff in lieu of a new wireless structure.

The proposed use is not listed in Section 42 of the City of Manor's zoning ordinance as either a permitted or conditional use. We are requesting a Conditional Use Permit in order to obtain authority to make improvements at this property. Please contact our office with any questions or concerns.

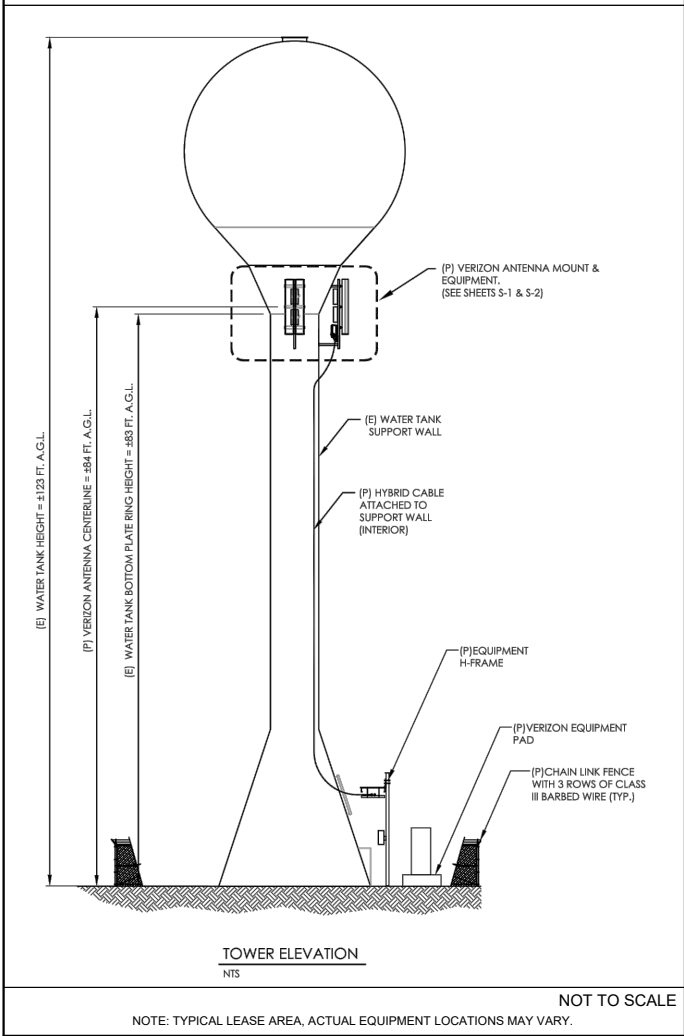
Respectfully,

Vincent G. Huebinger



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

TOWER - TYPICAL



SITE INFORMATION

JURISDICTION: CITY OF MANOR, TEXAS 78653
TRAVIS COUNTY
Latitude 30°20'51.576"N (NAD 83)
Longitude -97°33'18.899"W (NAD 83)
ELEVATION: 552.2' (NAVD 88)
OCCUPANCY: UNMANNED
USE: TELECOMMUNICATIONS FACILITY
ZONING: I - INSTITUTIONAL

CONTACT INFORMATION

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328-2693
CONTACT: VINCE HUEBINGER

UTILITIES

POWER COMPANY: BLUEBONNET ELECTRIC COOP.
PHONE: 1-800-842-7708
TELEPHONE COMPANY: AT&T
PHONE: 1-800-340-1934

ZONING SITE PLAN

PROJECT TYPE

EXISTING 123' PEDESHERE
ELEVATED STORAGE TANK

DATE

AUGUST 13, 2019

SITE ADDRESS

901 1/2 N BURNET ST.
CITY OF MANOR, TEXAS 78653

LEGAL DESCRIPTION

LOT 1 BLK 11 LANE A E ADDN
MANOR, TEXAS

SITE NAME

VERIZON / MANOR DT
- SITE LOCATED IN 'C-2' ZONING
C2 COMMERCIAL

DEVELOPER

VERIZON WIRELESS
6696 TRI COUNTY PARKWAY
SUITE 100
SCHERTZ, TEXAS 78154
CONTACT: TIM CALETKA
PHONE: (210) 834-1664

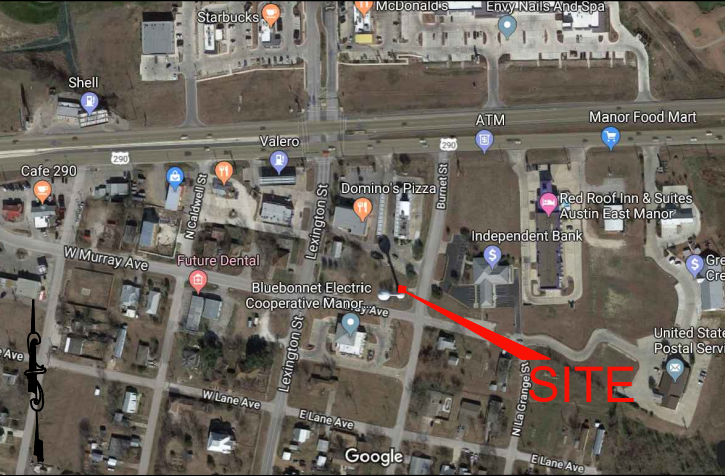
LANDLORD

CONTACT: SCOTT DUNLOP
(CITY OF MANOR PLANNING)
105 E. EGGLESTON ST.
MANOR, TEXAS 78653
PHONE: (512) 272-5555
SDUNLOP@CITYOFMANOR.COM

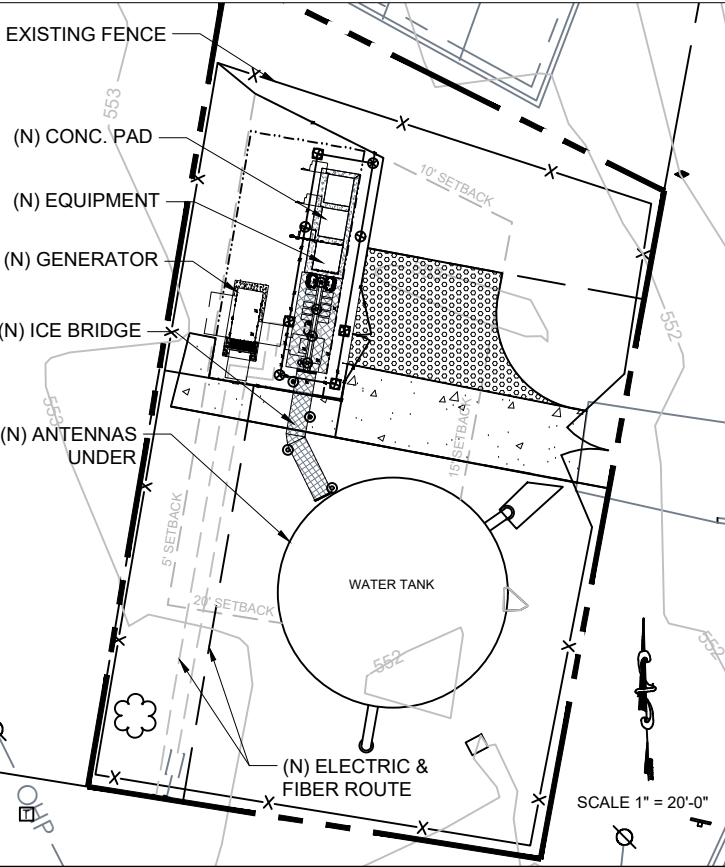
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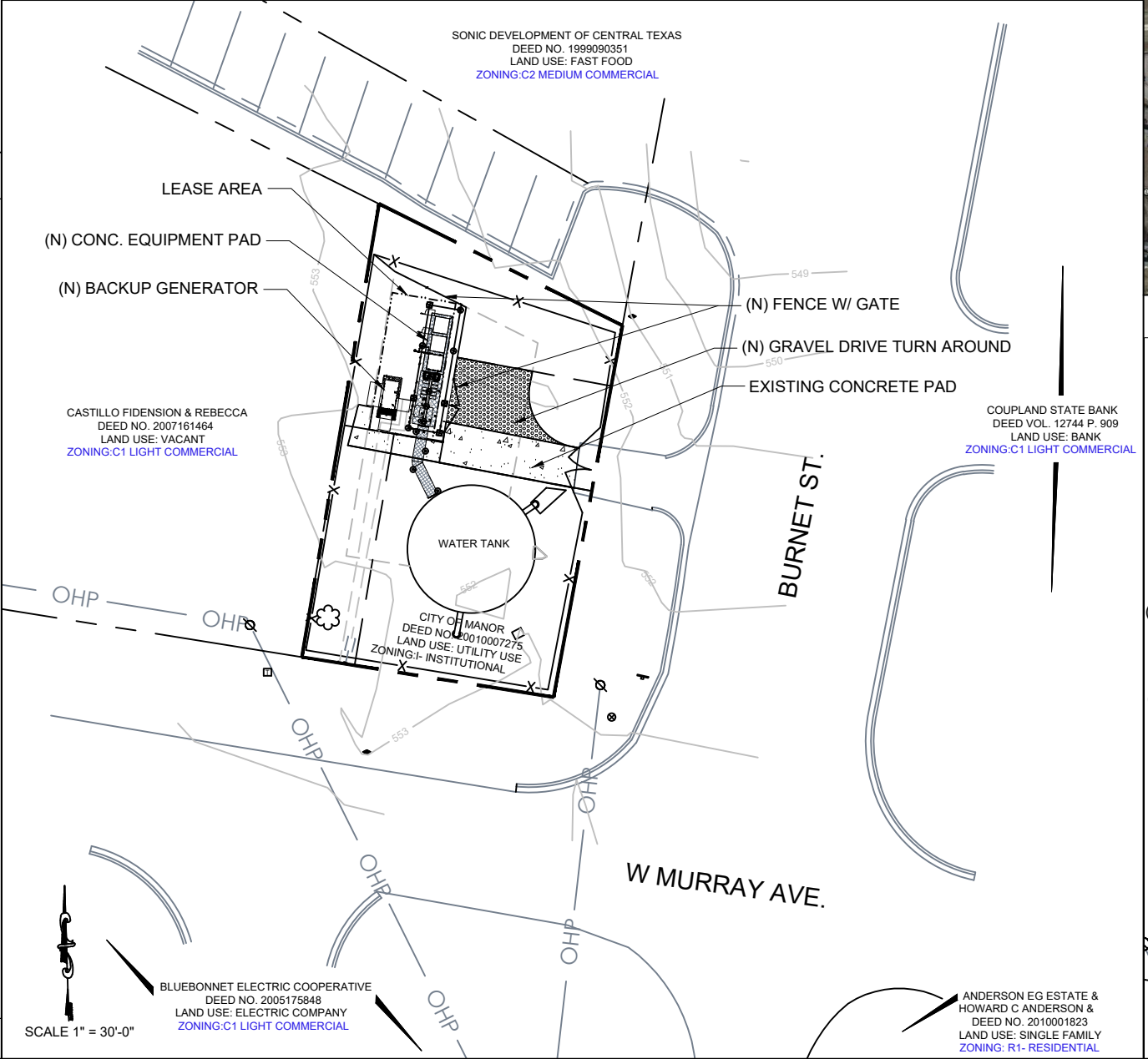
AERIAL IMAGERY



DETAIL SITE PLAN



SITE PLAN



verizon

ZONING SITE PLAN
MANOR DT
VERIZON
MURRAY AVE. & LEXINGTON ST.
CITY OF DONNA, TEXAS 78537

VINCENT GERARD & ASSOCIATES
LAND PLANNING & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY SOUTH, STE. 207
AUSTIN, TEXAS 78746
(512)328-2693 - vince@vincentgerard.com

PHOTO SIMULATION





August 20, 2019

RE: 901 ½ North Burnet Street Conditional Use Permit

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a Conditional Use Permit request for 901 ½ North Burnet. 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:

Public Hearing: Consideration, discussion and possible action on a Conditional Use Permit request for Block 11, Lot 1, Town of Manor and locally known as 901 ½ North Burnet Street, Manor, TX, to allow for wireless telecommunication facilities.

The Planning and Zoning Commission will convene at 6:30PM on September 11, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on September 18, 2019 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

Sincerely,

Scott Dunlop
Assistant Development Director
512-272-5555 ext. 5

SONIC DEVELOPMENT OF CENTRAL TEXAS
PO BOX 17788
AUSTIN, TX 78760-7788

GARY M WILLIAMS
P O BOX 480
MANOR, TX 78653

MKR PROPERTIES LLC
SERIES 11211 US HWY 290
5905 YORK BRIDGE CIR
AUSTIN, TX 78749-2211

BLUEBONNET ELECTRIC COOPERATIVE
P O BOX 729
BASTROP, TX 78602-0729

SMA RETAIL COMPANY INC
PARK PLACE FOODS
11209 US HIGHWAY 290 E
MANOR, TX 78653-9703

BOBBY & SHELDON GOSEY
7300 GILBERT RD
MANOR, TX 78653-5083

PATRICIA SALMELA
101 W MURRAY ST
MANOR, TX 78653-4141

GLASS RETHANN
17500B GLASS RD
MANOR, TX 78653-5049

FIDENSIO & REBECCA RAMOS CASTILLO
16508 FM 973 N
MANOR, TX 78653-3592

COUPLAND STATE BANK
PO BOX 616
MCKINNEY, TX 75070-8141

ANDERSON E G ESTATE &
HOWARD C ANDERSON
5702 KILLINGSWORTH LN
PFLUGERVILLE, TX 78660-8700

MAURICE & HOWARD ANDERSON
14406 FM 1100
MANOR, TX 78653-3715

RANDALL & FRANCES TUMLINSON
PO BOX 414
MANOR, TX 78653-0414



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Proposed Annual Budget

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the second public hearing on the FY 2019-2020 Proposed Annual Budget of the City of Manor, Texas.

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

PROPOSED Annual Budget

Fiscal Year 2019 - 2020



The budget will raise \$1,653,018 (27.41% approx) more property tax revenues than last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$688,328.83.



Proposed Annual Budget Fiscal Year 2019-20

Original Budget Adopted: _____

Ordinance Number: _____

Amended Budget Adopted: _____

Ordinance Number: _____

FY 2018-19			31-Jul-19			FY 2019-20			FUND BALANCES	
BUDGETED REVENUES	BUDGETED EXPENSES	NET	FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET	BUDGET REVENUES	BUDGET EXPENSES	NET	ESTIMATED 30-Sep-19	PROJECTED 30-Sep-20
GENERAL FUND										
5,481,472	1,058,348	4,423,124	5,837,852	2,898,101	2,939,751	7,441,990	1,127,437	6,314,553		
0	611,388	(611,388)	0	529,970	(529,970)	-	713,777	(713,777)		
868,000	1,768,441	(900,441)	974,733	1,653,048	(678,315)	1,061,408	2,047,738	(986,330)		
1,640,132	699,954	940,178	2,210,791	506,326	1,704,465	1,286,288	778,335	507,953		
40,000	483,004	(443,004)	40,000	371,390	(331,390)	40,000	607,878	(567,878)		
717,100	629,338	87,762	821,912	552,933	268,979	717,100	669,767	47,333		
104,753	3,519,802	(3,415,049)	198,314	3,124,227	(2,925,913)	264,884	3,963,482	(3,698,598)		
-	460,526	(460,526)	-	370,417	(370,417)	-	531,069	(531,069)		
-	-	-	-	-	-	-	173,264	(173,264)		
-	-	-	-	-	-	-	-	-		
8,851,457	9,230,801	(379,344)	10,083,602	10,006,412	77,190	10,811,670	10,612,747	198,923		
GENERAL FUND TOTALS										
UTILITY FUND										
0	399,667	(399,667)	0	355,109	(355,109)	0	517,300	(517,300)		
2,068,146	2,065,257	2,889	1,993,102	1,597,920	395,182	2,089,796	2,091,504	(1,708)		
1,655,025	1,027,947	627,078	1,868,140	938,202	929,938	1,670,000	1,152,655	517,345		
-	-	-	-	-	-	-	-	-		
3,723,171	3,492,871	230,300	3,861,242	2,891,231	970,011	3,759,796	3,761,459	(1,663)		
UTILITY FUND TOTALS										
TOTAL POOLED FUNDS										
12,574,628	12,723,672	(149,044)	13,944,844	12,897,643	1,047,201	14,571,466	14,374,206	197,260	1,021,285	1,218,545
TOTAL DEBT SERVICE										
2,597,376	2,176,104	421,272	2,172,371	2,181,442	(9,071)	2,187,200	2,186,096	1,104	91,186	92,290
RESTRICTED FUNDS										
12,000	40,000	(28,000)	13,877	27,086	(13,209)	10,500	10,000	500	46,674	47,174
8,600	24,620	(16,020)	10,408	342	10,066	10,000	500	9,500	12,518	22,018
284,039	35,000	249,039	426,822	336,352	90,470	284,039	200,000	84,039	46,971	131,010
31,025	9,000	22,025	40,286	31,048	9,238	40,000	30,000	10,000	487,775	497,775
392,006	-	392,006	388,310	4,254	384,056	346,920	-	346,920	734,293	1,081,213
755,977	20,000	735,977	1,287,785	373,382	914,403	755,977	-	755,977	2,208,728	2,964,705
-	-	-	-	-	-	-	-	-	8,450	8,450
17,893,250	-	17,893,250	17,893,250	2,599,289	15,293,961	15,293,961	10,000,000	5,293,961	15,293,961	-
19,376,897	128,620	19,248,277	20,060,738	3,371,753	16,688,984	16,741,397	10,240,500	6,500,897	18,839,371	4,752,346
RESTRICTED FUND TOTALS										
GRAND TOTALS										
34,548,901	15,028,396	19,520,505	36,177,953	18,450,838	17,727,114	33,500,063	26,800,802	6,699,261	19,951,842	26,651,104

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

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

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



Proposed Annual Budget SUMMARY FOR FISCAL YEAR 2019-20

Original Budget Adopted: _____
Ordinance Number: _____

Amended Budget Adopted: _____
Ordinance Number: _____

FUND	Existing FY 2018-2019 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
GENERAL FUND			
ADMINISTRATION			
REVENUES	5,481,472	7,441,990	1,960,518
EXPENSES	1,058,348	1,127,437	69,089
NET	4,423,124	6,314,553	1,891,429
FINANCE DEPARTMENT			
REVENUES	-	-	-
EXPENSES	611,388	713,777	102,389
NET	(611,388)	(713,777)	(102,389)
STREET DEPARTMENT			
REVENUES	868,000	1,061,408	193,408
EXPENSES	1,768,441	2,047,738	279,297
NET	(900,441)	(986,330)	(85,889)
DEVELOPMENT SERVICES			
REVENUES	1,640,132	1,286,288	(353,844)
EXPENSES	699,954	778,335	78,381
NET	940,178	507,953	(432,225)
PARKS DEPARTMENT			
REVENUES	40,000	40,000	-
EXPENSES	483,004	607,878	(124,874)
NET	523,004	647,878	(124,874)
MUNICIPAL COURT			
REVENUES	717,100	717,100	-
EXPENSES	629,338	669,767	40,429
NET	87,762	47,333	(40,429)
POLICE DEPARTMENT			
REVENUES	104,753	264,884	160,131
EXPENSES	3,519,802	3,963,482	443,680
NET	(3,415,049)	(3,698,598)	(283,549)
IT DEPARTMENT			
REVENUES	-	-	-
EXPENSES	460,526	531,069	70,543
NET	(460,526)	(531,069)	(70,543)
COMMUNITY DEV. DEPARTMENT			
REVENUES	-	-	-
EXPENSES	-	173,264	173,264
NET	-	(173,264)	(173,264)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
GENERAL FUND TOTALS			
REVENUES	8,851,457	10,811,670	1,960,213
EXPENDITURES	9,230,801	10,612,747	1,013,265
NET	(379,344)	198,923	946,948

FUND	Existing FY 2018-2019 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
UTILITY FUND			
PUBLIC WORKS			
REVENUES	-	-	-
EXPENSES	399,667	517,300	117,633
NET	(399,667)	(517,300)	(117,633)
WATER DEPARTMENT			
REVENUES	2,068,146	2,089,796	21,650
EXPENSES	2,065,257	2,091,504	26,247
NET	2,889	(1,708)	(4,597)
WASTEWATER DEPARTMENT			
REVENUES	1,655,025	1,670,000	14,975
EXPENSES	1,027,947	1,152,655	124,708
NET	627,078	517,345	(109,733)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
UTILITY FUND TOTALS			
REVENUES	3,723,171	3,759,796	36,625
EXPENDITURES	3,492,871	3,761,459	268,588
NET	230,300	(1,663)	(231,963)

DEBT SERVICE TOTALS			
REVENUES	2,597,376	2,187,200	(410,176)
EXPENDITURES	2,176,104	2,186,096	9,992
NET	421,272	1,104	(420,168)

MUNICIPAL BUDGET TOTALS (exclusive of debt service)			
REVENUES	12,574,628	14,571,466	1,996,838
EXPENDITURES	12,723,672	14,374,206	1,281,853
NET	(149,044)	197,260	714,985



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Public Hearing: Consideration, discussion, and possible action on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Tax Rate Roll

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the second public hearing on the FY 2019-2020 Proposed Property Tax Rate of the City of Manor, Texas.

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

A. 2019 PROPERTY VALUES:	CERTIFIED VALUE.....	\$	839,879,911
	PROTESTED VALUE.....	\$	103,892,374
	UNLISTED VALUE.....	\$	0
	2019 TOTAL TAXABLE VALUE.....	\$	943,772,285
B. 2018 TOTAL TAXABLE VALUE.....		\$	810,462,787
C. 2018 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
D. 2018 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	100,000
E. 2018 DEANNEXED TAX VALUE.....		\$	0
F. 2018 TAXABLE VALUE BECOMING EXEMPT IN 2019.....		\$	5,666,834
G. 2018 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
H. 2019 TAXABLE VALUE POLLUTION CONTROL EXEMPTION		\$	0
I. 2019 TAXABLE VALUE OVER-65 & DISABLED CEILINGS.....		\$	0
J. 2019 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2018.....		\$	0
K. 2019 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2018.....		\$	85,407,350
L. 2018 TAX RATES.....	M & O.....	\$	0.4807 /\$100
	I & S.....	\$	0.2715 /\$100
	TOTAL TAX RATE.....	\$	0.7522 /\$100
M. M&O YEAR END FUND BALANCE.....		\$	0
N. I&S YEAR END FUND BALANCE.....		\$	0
O. 2019 TOTAL DEBT SERVICE NEEDED.....		\$	2,186,096.00
	AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
	AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
	ADJUSTED 2019 DEBT SERVICE.....	\$	2,186,096.00
P. 2018 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
Q. CERTIFIED 2019 ANTICIPATED COLLECTION RATE.....		%	100.00%
R. FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
S. REFUNDS FOR TAX YEARS PRIOR TO 2018.....		\$	143,781.57
	M&O PORTION.....	\$	91,884.87
T. TCEQ CERTIFIED POLLUTION CONTROL EXPENSES.....		\$	0
U. 2018 TAXES IN TAX INCREMENT FINANCING (TIF).....		\$	0
V. TIF CAPTURED APPRAISED VALUE.....		\$	0
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES.....		\$	0
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE		\$	0

Effective Tax Rate **0.7220**

Effective M & O Tax Rate 0.4614

Rollback M & O Tax Rate 0.4983

Debt Rate **0.2316**

Schedule A Funds Needed for Above Debt Rate 319.39

Debt Rate Reduction Using Above Schedule A Funds 0.0000

Roll Back Rate: **0.7299**

Hearing Limit Rate* **0.7220**

*Lower of Rollback Rate or Effective Rate

Statement of Increase/Decrease: **INCREASE** by 573,201

Maximum Small Taxing Unit Rate = 0.0529

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

I, Bruce Elfant, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2019 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

LAST YEAR'S TAX RATE:

Last year's operating taxes.....	\$	3,895,894.62
+ Last year's debt taxes.....	\$	2,200,406.47
= Last year's total taxes.....	\$	6,096,301.08
/ Last year's tax base.....	\$	810,462,787
= Last year's total tax rate.....	\$	0.7522 /\$100

THIS YEAR'S EFFECTIVE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property)....	\$	6,198,208.93
/ This year's adjusted tax base (after subtracting value of new property)	\$	858,364,935
= This year's effective tax rate.....	\$	0.7220 /\$100
(Maximum rate unless unit publishes notices and holds hearings.)		

THIS YEAR'S ROLLBACK TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....		
	\$	3,961,019.72
/ This year's adjusted tax base.....	\$	858,364,935
= This year's effective operating rate.....	\$	0.4614 /\$100
x 1.08 = This year's maximum operating rate.....	\$	0.4983 /\$100
+ This year's debt rate.....	\$	0.2316 /\$100
= This year's rollback rate.....	\$	0.7299 /\$100

Statement of Increase/Decrease

If City of Manor		
adopts a 2019 tax rate equal to the effective tax rate of.....	\$	0.7220
per \$100 of value, taxes would.....	INCREASE	
compared to 2018 taxes by.....	\$	573,201

Schedule A: Unencumbered Fund Balances:

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

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

Schedule B, 2019 Debt Service, Parts 1 and 2, are attached

Bruce Elfant
Travis County Tax Assessor-Collector

Prepared By: _____
Christina Cerda

Schedule B, 2019 Debt Service, Part 2

August 20, 2019

Total Required for 2019 Debt Service.....	\$	2,186,096.00
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2019.....	\$	2,186,096.00
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2019.....	\$	0.00
= Total Debt Levy.....	\$	2,186,096.00

Schedule B, 2019 Debt Services, Part 1

August 20, 2019

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
2010 GO Bond	70,000.00	20,389.00	300.00	90,689.00
2012 GO Bond	290,000.00	42,202.50	150.00	332,352.50
2012 CO Bond	120,000.00	26,518.50	0.00	146,518.50
2015 GO Bond	420,000.00	87,020.00	0.00	507,020.00
2016 CO Bond	745,000.00	363,881.00	635.00	1,109,516.00
TOTALS	1,645,000.00	540,011.00	1,085.00	2,186,096.00



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution approving and authorizing a PID financing agreement for the Lagos Public Improvement District.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Resolution No. 2019-11
Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2019-11 and authorize a PID financing agreement for the Lagos Public Improvement District.

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

RESOLUTION NO. 2019-11

A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING A PID FINANCING AGREEMENT

WHEREAS, the City of Manor (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Lagos Public Improvement District" (the "District") pursuant to Resolution No. 2019-02 adopted by the Manor City Council (the "City Council") on March 20, 2019; and

WHEREAS, in connection with the development of the property within the District and the planned issuance of the "City of Manor, Texas Special Assessment Revenue Bonds, Series 2019 (Lagos Public Improvement District Major Improvement Area Project)" (the "MIA Bonds"), the City Council finds and determines to approve the forms, terms, and/or provisions of a PID Financing Agreement; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of PID Financing Agreement. The Lagos Public Improvement District Financing Agreement (the "PID Financing Agreement"), between the City, 706 Investment Partnership LTD., and 706 Development Corporation, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City (the "Mayor") is hereby authorized and directed to execute and deliver the PID Financing Agreement, with such changes as may be required to carry out the purposes of this Resolution and approved by the Mayor, such approval to be evidenced by the execution thereof. The Mayor's signature on the PID Financing Agreement may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

[Execution page follows.]

PASSED AND APPROVED on the 18th day of September 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse
Mayor

ATTEST:

Lluvia T. Almaraz
City Secretary

[SIGNATURE PAGE]

EXHIBIT A

LAGOS PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT

LAGOS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT

BETWEEN

706 INVESTMENT PARTNERSHIP, LTD.,

AND

706 DEVELOPMENT CORPORATION

AND

CITY OF MANOR, TEXAS

LAGOS PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT

This Lagos Public Improvement District Financing Agreement (“**Agreement**”), dated as of _____, 2019, (“**Effective Date**”), is entered into among 706 Investment Partnership, Ltd., Texas limited partnership, and 706 Development Corporation, a Texas corporation, (including their Designated Successors and Assigns, collectively “**Owner**”), and the City of Manor, Texas, a Texas municipal corporation (“**City**”), acting by and through its authorized representative (collectively, “**Parties**”).

Recitals:

WHEREAS, the term “**Property**” means and refers to the approximately 173.212 acres comprising the District (defined herein) in attached Exhibit “B”;

WHEREAS, Owner owns the Property, excluding land owned or acquired by Ashton Austin Residential L.L.C., (“**Builder**”);

WHEREAS, Owner has conveyed to Builder, and Builder owns or has acquired, land within the District and Property, which is more particularly described in attached Exhibit “B-1”;

WHEREAS, it is intended that the Property will be developed as a mixed-use master planned community development (“**Project**”);

WHEREAS, the Manor City Council (“**City Council**”) authorized the formation of the Lagos Public Improvement District (the “**District**”) to be located wholly within the city limits of the City of Manor on March 20, 2019, pursuant to City resolution no. 2019-02 in accordance with the PID Act (as defined in Exhibit “A”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed to allow financing of certain public improvements conferring special benefits to the Property via a public improvement district;

WHEREAS, the Owner proposes to construct certain improvements over time to serve Property located in the District (or portions thereof) and transfer some or all of those improvements to the City in accordance with the terms and provisions of this Agreement;

WHEREAS, contemporaneously herewith the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), at the request, and with the consent, approval, and agreement of, the Owner, adopt a form of the Service and Assessment Plan (as defined herein) that provides for the construction and financing of certain public improvements conferring special benefits within the District pursuant to the Service and Assessment Plan, payable in whole or in part, by and from assessments levied against property within the District, as more specifically provided for in the Service and Assessment Plan;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy Assessments on all or a portion of the property located

within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements (as defined herein) included in the Service and Assessment Plan, as such plan may be amended from time to time; and

WHEREAS, the City has determined that it is in its best interests to contract with the Owner for the construction of the Authorized Improvements, which will result in the efficient and effective implementation of the Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the Construction of Authorized Improvements to be acquired by the City (Article III), progress payments and/or reimbursement of costs for completed Authorized Improvements through the issuance of the PID Bonds (defined herein), acquisition and maintenance of Authorized Improvements within the District (Article IV), and the issuance of bonds for the financing of the Authorized Improvements (Article V). Definitions used herein are set forth in attached Exhibit "A" and in the Service and Assessment Plan.

ARTICLE II. APPORTIONMENT, LEVY, AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) On March 20, 2019, the City approved a resolution authorizing the formation of the District. The District includes all of the Property.

(b) The Property may be developed in phases. It is anticipated that some Authorized Improvements will be constructed that benefit only one Future Improvement Area, while other Authorized Improvements will benefit the entire District ("**Major Improvement Area**"). As a result, Assessments will be levied only on Improvement Areas from time to time as the development in the District progresses. As such, it is currently contemplated that there may be bonds issued for Future Improvement Areas, or the Major Improvement Area: the "**Future Improvement Area Bonds**," "**Major Improvement Area Bonds**," and "**Additional Major Improvement Area Bonds**" (the latter two, collectively, "Additional Bonds") (all as further defined in Exhibit "A").

(c) The initial Service and Assessment Plan for the Property is attached as Exhibit "C." The Owner acknowledges and agrees that the Service and Assessment Plan must meet the requirements of Texas Local Government Code Sections 372.013 and 372.014 and be presented to the City Council for review and approval prior to Assessments being levied and PID Bonds being issued. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval. Notwithstanding the above, it is understood and acknowledged by the Parties that the Assessments associated with the initial PID Bonds are the only Assessments that can currently be

addressed with reasonable certainty in the Service and Assessment Plan. As a result, the Service and Assessment Plan will need to be amended over time if any Additional Bonds are issued and Future Improvement Areas are developed (and applicable PID Bonds are issued) in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to Additional Bonds.

(d) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements within the District (or specific Improvement Area, as applicable).

(e) Assessments on any portion of the Property may be adjusted in connection with subsequent PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan.

(f) The Property may also be subject to an Owners Association assessment.

(g) Promptly following submission to the City of an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and ordinances required to effectuate the Service and Assessment Plan and Assessment Ordinance.

Section 2.02. Apportionment and Levy of Assessments

The City intends to levy Assessments on the Property in accordance herewith and with the Service and Assessment Plan (as such plan is amended from time to time) at such time prior to or as PID Bonds are issued in accordance with Article IV hereof. The City's apportionment and levy of Assessments will be made in accordance with the PID Act.

Section 2.03. Collection of Assessments

(a) The City covenants and agrees that it will, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until the PID bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City ad valorem taxes and assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds are issued, the Assessment Revenues collected annually from the Property will be deposited in the Pledged Revenue Fund and transferred in the priority set forth in the Indenture.

(c) Owner will be reimbursed for Actual Costs associated with the Authorized Improvements from Assessments collected by the City and held by the City pursuant to an applicable Acquisition and Reimbursement Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement will be subordinate to payment of the applicable PID Bonds.

(d) Further, notwithstanding anything to the contrary herein, the City covenants and agrees to use best efforts to contract with Travis County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Approval and Recordation of Assessments through Landowner Agreement

Concurrently with or prior to the levy of the Assessments for any portion of the Property, the Owner shall execute (and shall cause Builder, who owns a portion of the Property that will be subject to the future assessments, to execute a Landowner Agreement (herein so called) in which the Owner and/or Builder shall approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further shall (a) evidence the Owner's intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable thereunder, and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State of Texas ("**State**"), County, school district or City.

Section 2.05 Reimbursement of Actual Costs

(a) The Owner's right to assign or transfer its interests in the right to payment of any funds under this Agreement or Acquisition and Reimbursement Agreement, including payment of unreimbursed Actual Costs, as such right is provided for in the following Section 2.05 (b) and elsewhere in this Agreement, shall be subject to Section 8.03 of this Agreement without exception.

(b) The Assessments levied for the Authorized Improvements may not be in an amount sufficient to fully fund the Authorized Improvements. Owner's right, title and interest in the payments of unreimbursed Actual Costs, as described herein, shall be the sole and exclusive property of Owner and no other third party shall have any claim or right to such funds unless Owner collaterally transfers its rights to its unreimbursed Actual Costs to a Transferee in writing as described in this Section 2.05, and otherwise in accordance with the requirements set forth herein or assigns this Agreement as to all or a part of the Project to a Designated Successor or Assign as described in Section 8.03(a). Owner has the right to collaterally convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of Owner in and to payment of its unreimbursed Actual Costs (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"). No Transfer shall be effective, however, until written notice of the Transfer, including the name and address of the Transferee, is provided to the

City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

Section 2.06. Obligations Secured by Pledged Revenues

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

The Owner will dedicate the applicable Authorized Improvements to the City upon completion of those Improvements, after confirmation by the City's construction representative that the Authorized Improvements have been completed in accordance with this Agreement and the design guidelines mutually agreed to by the Owner and City. Applicable City requirements, including the City's Subdivision Ordinance, shall govern the procedure for inspection, dedication, and acceptance of the Authorized Improvements being conveyed to the City.

Section 3.02. Acquisition of Subsequent Authorized Improvements

The provisions of Section 3.01 will apply to the Authorized Improvements; provided however once the applicable Authorized Improvements to be funded with particular PID Bonds are identified, exhibits will be revised to identify what easements, if any, are needed. Revisions to the applicable exhibits shall be administratively approved by the Manor City Manager and Owner.

Section 3.03. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assigns, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by City Construction Representative or its designee and in accordance with any requirements of the City.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with an independent third party to act as the Construction Manager with respect to construction of the Authorized Improvements.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner.

Section 3.04. Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Owner may make such designation under the same terms as set out in Section 8.03(a) of this Agreement.

Section 3.05. Project Funding and Completion

(a) If at any time there are not sufficient funds in the Project Fund to complete an Authorized Improvement, the Owner will demonstrate committed capital (including by proof of bank financing, cash deposit, letter of credit, and surety bond) to the City in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the Appraisal and the net proceeds of the PID bonds. The City acknowledges that it will accept such proof. To the extent that any part of Owner's interest in unreimbursed Actual Costs is used as collateral or security for committed capital, any commitments or other agreements securing such capital shall be subject to Section 8.03 of this Agreement.

(b) If subcontractors providing labor or materials for the Authorized Improvements file claims or otherwise give notice asserting failure to receive payment for such labor or materials, the City may require the Owner to post fiscal security for the estimated cost of constructing the Authorized Improvements. The Owner shall give the City a copy of any such claims within three (3) business days of receipt of the claim.

(1) If the Owner has commenced construction but fails or refuses to complete the construction of a particular Authorized Improvement (or Segment thereof) in accordance with the terms and conditions set forth in this Agreement, such failure or refusal will be considered an event of default and, after giving notice of default and reasonable opportunity to cure as herein provided, the City will have the right, but not the obligation, to draw on the funds within the Project

Fund and complete (or cause the completion of) the applicable Authorized Improvement (or Segment thereof).

(2) If the City elects to complete an Authorized Improvement (or Segment thereof), all plans and specifications, designs, easements, real and personal property, and improvements acquired, produced, or installed in aid of completing such component of the Authorized Improvement (or Segment thereof) by the Owner or its engineers or contractors before such default described in paragraph (1) above, will become the property of the City. In such event, the Owner will provide, within five (5) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City. Notwithstanding anything to the contrary contained herein, if the Owner fails or refuses to timely complete the construction of an Authorized Improvement (or Segment thereof) and such default cannot reasonably be cured in thirty (30) days, Owner will have such additional time as is reasonably necessary to cure as long as the Owner commences the cure within thirty (30) days and diligently pursues the same to completion. If Owner has still not completed the applicable component of the Authorized Improvement (or Segment thereof) after the notice and cure periods provided for above, the City shall either:

(i) Assume the construction management role and direct the completion of the applicable Authorized Improvement (or Segment thereof); or

(ii) Assume the construction management role and direct the closeout of the applicable Authorized Improvement (or Segment thereof).

(3) In the event the City assumes the construction management role for a given Authorized Improvement (or Segment thereof) (as provided above), then the Owner agrees as follows:

(i) The City may draw down funds from the Project Fund, cash deposit, letter of credit and surety bond to complete the Authorized Improvement (or Segment thereof) in question;

(ii) All construction contracts, related completion bonds, warranties, plans and specifications, designs, easements, and improvements acquired, produced, or installed in connection with completing such Authorized Improvement (or Segment thereof) by the Owner or its engineers, contractors, or other consultants, and all other personal property and rights associated with the applicable component of the Authorized Improvement (or Segment thereof), will automatically without further action by the Owner become the property of the City; and

(iii) The Owner will automatically forgo and release any claims or rights to those items listed in (ii) above.

Section 3.06. Maintenance of Project, Warranties

Unless otherwise provided for, the Owner shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City's acceptance of Authorized Improvements shall be in

accordance with the City's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof). Prior to or concurrently with the City's acceptance of an Authorized Improvement (or Segment thereof), Owner shall provide a two-year maintenance bond for that Authorized Improvement.

Section 3.07. Sales and Use Tax Exemptions

(a) The Parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State, or by any city, county, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 3.08. Public Bidding Requirements/City Cooperation in Plan Review

(a) The City and the Owner anticipate that the Authorized Improvements will be exempt from any public bidding or other City purchasing and procurement policies to the extent that the Authorized Improvements meet the standard of Texas Local Government Code Section 252.022(a)(9).

(b) The City Construction Representative agrees to cooperate with the Owner to the extent reasonably possible without detriment to proper engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Authorized Improvements submitted by the Owner.

Section 3.09. Additional Requirements for Authorized Improvements Funded with Progress Payments

The following additional requirements shall be applicable to Authorized Improvements funded in accordance with the procedures set forth in Section 4.02:

(a) Prior to the later to occur of (i) the Effective Date, or (ii) commencing construction of any such Authorized Improvements, the Project Engineer shall review all plans and specifications, construction contracts, and related materials for the applicable Authorized Improvements, and shall certify to the Owner, City, and Trustee that the Project Funds plus the

committed capital referenced in Section 3.05(a) above are anticipated sufficient to fund the full cost of design and construction of the applicable Authorized Improvements (but excluding any Construction Management Fees or contingencies (if any) as set forth in the Service and Assessment Plan).

(b) The Construction Manager will maintain an ongoing monthly updated accounting of funds disbursed, work progress and remaining funding needed to complete each applicable Authorized Improvement. Such accounting will include a reconciliation of any un-advanced amounts out of the segregated accounts in the Project Fund under the applicable Indenture as compared to the remaining costs to complete each applicable Authorized Improvements. The Construction Manager will provide such monthly reports to the Owner, the City Construction Representative, and the Trustee.

(c) After bids and construction contracts have been executed for the applicable Authorized Improvements, all change orders or costs increases for such applicable Authorized Improvements must be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order is in excess of \$25,000.00 for any Segment of such applicable Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the PID Administrator and Trustee within ten (10) days after approval.

(d) After the Effective Date and prior to commencement of construction of an Authorized Improvement, Owner shall cause its general contractor to provide a payment and performance bond meeting the requirements set forth in Chapter 2253, Texas Government Code.

Section 3.10. PID True Up

(a) Maximum Assessment exceeded at plat. If the subdivision of any assessed property by a recorded subdivision plat causes the assessment per lot to exceed the Maximum Assessment, then prior to the City approving the plat the Owner must partially prepay the assessment for each property that exceeds the Maximum Assessment in an amount sufficient to reduce the assessment to the Maximum Assessment.

(b) Maximum Assessment exceeded at PID Bond issuance. At the time PID Bonds are issued, if the assessment per Lot for any lot classification identified in the Service and Assessment Plan exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the assessment on the parcel shall be reduced until the assessment equals the Maximum Assessment.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements

(a) The City shall not be obligated to provide funds for any Authorized Improvement except from the proceeds of the PID Bonds or from Assessments. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment of the Actual Cost of the Authorized Improvements to be constructed for or acquired by the City will be sufficient for the construction or acquisition of all of those particular Authorized Improvements.

The Parties anticipate that the Actual Cost to construct the Authorized Improvements may be greater than the proceeds of the PID Bonds and Assessments available for Authorized Improvements.

(b) The City shall not be obligated to provide funds for any Authorized Improvement unless and until the City determines that: (i) the Owner is then in current compliance with its obligations under this Agreement and PID-related obligations of the Development Agreement (Lagos) (the “**Development Agreement**”); and (ii) the City has approved the Authorized Improvements, including inspection and acceptance, if applicable (except this subsection (ii) will not apply if payment is being made through progress payments as provided herein); and, if PID Bonds have been issued, (iii) the PID Administrator provides written confirmation of compliance with the conditions and provisions of the Disclosure Agreement of Owner at the time of the withdrawal of funds from the Project Fund, or from any other eligible account or fund under the Indenture.

(c) Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The Parties hereby acknowledge and agree that:

(1) When PID Bonds are issued, the City shall bill, collect, and deposit into the Pledged Revenue Fund of the Indenture all Assessment Revenue constituting “pledged revenues” as defined in the Indenture.

(2) When PID Bonds have been defeased, the City shall bill, collect, and immediately deposit the Assessments collected into an Assessment Reimbursement Fund (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the Assessment Reimbursement Fund shall only be used to pay Costs of the Authorized Improvements in accordance with this Agreement.

(3) The Authorized Improvements may be funded by progress payments through PID Bonds (i.e., PID Bonds are sold and then the Authorized Improvements are funded by PID Bond proceeds) and to that extent will be governed by Section 4.02 of this Agreement.

(4) If requested by the Owner, the City agrees to allow for construction and funding of Authorized Improvements to be handled in accordance with progress payments (Section 4.02), reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03), or a combination thereof.

(5) Except as otherwise provided herein, the Authorized Improvements are intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the issuance of PID Bonds intended to fund such Authorized Improvements. Such funding of the Authorized Improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Section 4.03 of this Agreement.

(e) The procedures set forth in Section 4.02 below will apply to all Certifications for Payment regardless of which account within the Project Fund the actual funds are being paid from.

Section 4.02. Progress Payments for Authorized Improvements

(a) Owner shall deliver and the City shall accept the Authorized Improvements to be conveyed to the City in accordance with the terms herein. The net proceeds from the issuance of the PID Bonds will be held by the Trustee in various segregated accounts under the Project Fund. Those sums held in the various segregated accounts will be reimbursed to the Owner by the Trustee to fund the costs of construction, City inspection and administrative costs, and other soft costs (as more particularly specified herein and in the Service and Assessment Plan) upon receipt of a completed Certification for Payment (in the form as attached in Exhibit "E"); or paid to contractor upon receipt of a completed Certification for Payment. Payments will be made to Owner, or subcontractor (as provided in Section 4.02(b)) periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.02 and the Indenture. As set forth in the Indenture, such payments shall be made by Trustee on a monthly basis and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the City Director of Finance. The City Construction Representative or its designee shall deliver to the City Director of Finance his/her concurrence to pay pursuant to a completed Certification for Payment within ten (10) business days after its receipt of the required submittal items pursuant to either subparagraph (b) or (c) below, as applicable and the City Director of Finance will then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with City's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if the monthly reconciliation provided by the Construction Manager pursuant to Section 3.09(b) above for a particular Authorized Improvement shows there are not enough funds in the segregated account to fund the remaining design and construction costs of that Authorized Improvement after taking into consideration any contingencies, the City Construction Representative, the City Director of Finance, and the PID Administrator shall not be obligated to authorize payments of funds exceeding the balance in the segregated account until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction costs of that Authorized Improvement.

(b) During the design phase for any Authorized Improvement to be funded by the PID Bonds, Owner will be entitled to receive draws (not to exceed one (1) per month) based on the percentage of design work completed up to the date of the draw, upon review and approval of a Certification of Payment executed by the Project Engineer and Construction Manager. The submittal items necessary for a payment during the design phase are as follows:

(1) A statement specifying the percentage of design that has been completed on the applicable Authorized Improvement; and

(2) Copies of all supporting invoices with respect to such design payment, including: (i) all bills paid affidavits; and (ii) receipts for payment, if Construction Manager is requesting reimbursement or cancelled checks from the contractor.

(c) The submittal for the last draw for design work will also include evidence of approval of design phase documents by the City.

(d) During the construction phase for any Authorized Improvement to be funded by PID Bonds, Owner shall be entitled to receive draws (not to exceed one (1) per month) based on the Actual Cost of the construction completed, upon review and approval of a Certification of Payment executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof. The City is not obligated to authorize a construction payment until such time that the City has approved the plans and specifications for the applicable Authorized Improvement (if such approval is required pursuant to this Agreement). The items required for a construction payment are as follows:

- (1) A Bills Paid Affidavit from the contractor;
- (2) Copies of all supporting invoices with respect to such payment;
- (3) Waivers of liens for work on the applicable Authorized Improvements through the previous Certification for Payment and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment; and
- (4) receipts for payment, if Construction Manager is requesting reimbursement or cancelled checks from the contractor.

(e) In addition to the submitted items required in subparagraph (c) above, in order to obtain the final payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.02, the following are required:

- (1) The Owner will have provided to the City an assignment of the warranties and guaranties, if applicable, for the Authorized Improvement;
- (2) Before the final Certification for Payment is submitted to the City, the Project Engineer shall conduct a review for the City to confirm that such Authorized Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the Actual Cost of such Authorized Improvement specified in such Certification for Payment. Upon confirmation by the Project Engineer to the City Construction Representative and the submission of the final Certification for Payment indicating that such Authorized Improvement has been constructed in accordance with the plans therefor, and verification and approval of the Actual Cost of such Authorized Improvement, the City Construction Representative shall within fifteen (15) calendar days thereafter accept such Authorized Improvement and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Director of Finance and the PID Administrator. The City Director of Finance shall then have up to ten (10) calendar days to forward the executed Certification for Payment to the Trustee for payment. The City agrees to instruct the Project Engineer to conduct each such review in an expeditious manner not to exceed fifteen (15) calendar days after the Certification for Payment is submitted to the City.

(f) The Owner has determined that prior to the Effective Date, it has expended funds for costs reimbursable under the PID Act, including: (i) the design of the Authorized Improvements and associated due diligence matters (e.g., environmental and wetland studies), (ii) construction of the Authorized Improvements, (iii) costs in obtaining permits required for the construction of the Authorized Improvements, and (iv) other costs associated with the formation of the District (“**Initial Owner Expended Funds**”). Owner will submit to the City information documenting the amount of Initial Owner Expended Funds paid by Owner between [DATE] and [DATE]. The total amount of Initial Owner Expended Funds approved by the City pursuant to this Section 4.02 and the PID Act shall be referred to herein as the “**Initial Reimbursement Payment.**” The Owner agrees that all improvements dedicated and accepted by the City prior to [DATE] shall not be considered Authorized Improvements and shall not be eligible for reimbursement under the PID Act.

(g) Prior to disbursement of proceeds of the PID Bonds, (1) Owner may submit to the City a Closing Disbursement Request satisfactory to the City and the Trustee for the remainder of the Initial Reimbursement Payment and (2) the City, upon verifying the accuracy of all representations of the Owner made in such Closing Disbursement Request, will sign the Closing Disbursement Request and deliver that Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the Initial Reimbursement Payment and such amount shall be transferred to the Trustee for distribution to the Owner or the Owner’s designee.

(h) At the closing of the PID Bonds, the Owner shall be reimbursed Bond Issuance Costs for PID Bonds paid by the Owner, as described in the Service and Assessment Plan and approved by the City. Such Bond Issuance Costs paid at closing shall be set forth in a closing memorandum issued by the Underwriter or the Financial Advisor and included in the Certification for Payment. Bond Issuance Costs for any Additional PID Bonds will be paid after the closing of the applicable Additional PID Bonds upon submittal of proper documentation so long as such Bond Issuance Costs are described in the Service and Assessment Plan and funds remain in the respective Costs of Issuance Account described in the Indenture.

Section 4.03. Payments for Completed Authorized Improvements

(a) Pursuant to the terms of an Acquisition and Reimbursement Agreement, the Owner shall convey, and the City shall acquire, the given Authorized Improvement for the Actual Cost, after such Authorized Improvement has been substantially completed. The general process for funding of Authorized Improvements under an Acquisition and Reimbursement Agreement is as follows:

(1) The Owner and the City will enter into an Acquisition and Reimbursement Agreement to finance the Authorized Improvements as agreed between the Parties, which will provide for Assessments that will reimburse the Owner for Actual Costs incurred in connection with certain Authorized Improvements until PID Bonds are issued in an amount necessary to reimburse Owner for the Actual Costs of those certain Authorized Improvements less any amounts

already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement. The form of the Acquisition and Reimbursement Agreement shall be reasonably acceptable to both the City (as applicable) and Owner and substantially in accordance with the form attached as Exhibit “H”.

(2) Simultaneously, the Service and Assessment Plan will be amended to reflect the Assessments and those certain Authorized Improvements as contemplated by the Acquisition and Reimbursement Agreement. The City will levy the Assessment for the associated improvement or major area.

(3) Owner will construct or cause the construction of the Authorized Improvements for the associated improvement or major area.

(4) After the levy of the Assessments contemplated by an Acquisition and Reimbursement Agreement, the City will begin collecting the Annual Installments for the associated improvement or major area. Upon collection of such Annual Installments, the City will place such Annual Installments in a designated account separate from the City’s other accounts. The funds within the account will be used to reimburse Owner for the Actual Costs of the Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement. If the PID Bonds are issued in an amount that is not sufficient to fully reimburse the Owner for the Actual Costs of the Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then Additional PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by such PID Bonds and Acquisition and Reimbursement Agreement.

(5) Upon completion of the Authorized Improvements contemplated by the Acquisition and Reimbursement Agreement and compliance with the applicable Future Bond Test, the City intends to issue PID Bonds to reimburse the Owner for Actual Cost of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement.

(6) If the PID Bonds issued as described in subparagraph 4 above are not sufficient to fully reimburse the Owner for the Actual Costs of those Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement, then so long as the applicable Future Bond Test is satisfied, Additional PID Bonds may be issued to reimburse the Owner for any Actual Costs not reimbursed by the PID Bonds and Acquisition and Reimbursement Agreement.

(b) To receive funds from the proceeds of the PID Bonds (as applicable) to pay the Actual Cost of a particular Authorized Improvement, the Owner shall deliver to the City and the Project Engineer (i) documentation evidencing the Actual Cost, (ii) documentation evidencing the acceptance of the Authorized Improvement by the City and (iii) an assignment of the warranties and guaranties, if applicable, for such Authorized Improvement, in form reasonably acceptable to the City. Nothing herein shall prohibit Owner from being reimbursed for design costs associated with an Authorized Improvement (provided that the plans and specifications for such applicable Improvement have been accepted by the City) prior to the completion of construction of such

Improvement or for other costs that are otherwise eligible to be paid under the PID Act prior to completion of construction of such Improvement.

(c) At the time of the closing of any PID Bonds, Owner may, concurrently with the initial draw from the PID Bonds and under substantially the same procedures as set forth above, be reimbursed for (i) the Unpaid Balance under the applicable Acquisition and Reimbursement Agreement and (ii) any other qualified and permitted costs approved by the City under substantially the same procedures as set forth above (collectively, the “**Owner Expended Funds**”). The total amount of Owner Expended Funds approved by the City pursuant to this Section shall be referred to herein as the “**Reimbursement Payment.**”

(d) The Owner may elect to proceed with construction and funding of Authorized Improvements to be handled in accordance with Section 4.02, or with a combination of progress payments (Section 4.02) and reimbursement payments pursuant to an Acquisition and Reimbursement Agreement (Section 4.03). If the Director elects to proceed with such combination, this Agreement shall be modified accordingly to reflect such terms.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Article V, the City intends to pay for the Authorized Improvements, by issuing PID Bonds in one or more series. The City will use reasonable and good faith efforts to issue PID Bonds after receiving a Bond Issuance Request from Owner, provided that Owner can reasonably demonstrate to the City and its financial advisors that (i) the applicable Future Bonds Test, if any, has been satisfied and (ii) there is sufficient security for the PID Bonds, based upon the bond market conditions existing at the time of such proposed sale. In addition to the criteria outlined in the applicable Future Bonds Test, the City may consider additional requirements prior to authorizing the issuance of any Future Improvement Area and Major Improvement Area Bonds, including but not limited to a market condition assessment (including market study update), development of the District and current status of Owner, developers, and related builder positions. The City Council may require a recommendation from City staff, advisors and consultants.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than twenty four (24) months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than thirty (30) years from the issuance date of those PID Bonds.

(d) PID Bonds are not required to be issued under this Article V unless (i) compliance with the City's PID policy adopted February 21, 2018 ("**PID Policy**") has been satisfied, subject to any waiver, as provided in the PID Policy; (ii) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (iii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; and (iv) the Attorney General of the State of Texas has issued an opinion approving issuance of the bonds as required by the PID Act.

(e) The foregoing requirements apply to each series of PID Bonds issued.

(f) If proceeds from the PID Bonds are still available after all the Authorized Improvements are accepted by the City and Owner has been reimbursed for all unreimbursed Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Authorized Improvements within the Property as allowed by the PID Act, if approved by the City.

Section 5.02. Project Fund

The City hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund, as described in the Indenture.

Section 5.03. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, mature and be prepaid, bear interest, and be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) will contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

Section 5.04. Sale of PID Bonds.

The PID Bonds, if issued by the City, shall be marketed and sold through negotiated sale to an approved third party(s) by the City's approved Underwriter with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing/offering documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

Section 5.05. Sale of PID Bonds

Notwithstanding the foregoing, the City may authorize the issuance of the PID Bonds

contemporaneously with authorizing the execution of this Agreement. The Authorized Improvements to be constructed and funded in connection with the Major Improvement Area PID Bonds are more particularly described on attached Exhibit “D”.

Section 5.06. Phased Issuance of Debt

As previously noted, the proposed bond issuance program is anticipated to entail a series of bond financings that will finance the Authorized Improvements required for the development of the Project. This financing will be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance of Major Improvement Area Bonds or Future Improvement Area Bonds, Additional Bonds may be issued over the upcoming years as the subsequent phases of the Project are gradually constructed.

The purpose of this gradual issuance of any Additional Bonds in phases is to mirror the actual private development of the Authorized Improvements. The Additional Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Additional Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the District prior to the need for the Authorized Improvements.

Section 5.07. Phased Assessments

In connection with the issuance of Additional Bonds and/or execution of related Acquisition and Reimbursement Agreements, the Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within an Improvement Area receives from the specific Authorized Improvements funded with those Improvement Area Bonds issued with respect to that Improvement Area.

It is acknowledged and agreed that one or more of the following types of Additional PID Bonds contemplated to be issued for this Project (Additional Major Area Improvement Bonds and Future Improvement Area Bonds) may be covered under a new and separate Indenture; however, all of the Assessments pledged for the payment of any PID Bonds will have the same lien priority as the Assessments pledged for the payment of the first PID Bonds issued.

If the total Assessments levied on a particular Parcel within the Project consist of Assessments stemming from two or more different types of PID Bonds and an owner of an Assessed Parcel pays only a portion of the Annual Installment due for such Assessments, then such payment will be allocated pro-rata to the payment of the Annual Installment based on the portions of each Assessment as it relates to the total Assessments. For example, assume that a parcel has Assessments totaling \$20,000, \$12,000 of which is for the Major Improvement Area Bonds and \$8,000 of which is for an Additional Major Improvement Area Bond. Further assume that the Annual Installment for such Parcel is \$1,000 which consists of a \$550 annual installment from the Major Improvement Area Bonds and a \$450 annual installment from the Additional Major Improvement Area Bonds and an owner of an Assessed Parcel pays \$600, then the \$600 will be allocated as follows:

\$360 (60% of \$600) will go towards the Assessment for the Major Improvement Area Bonds; and

\$240 (40% of \$600) will go towards the Assessment for the Additional Major Improvement Area Bonds

Total: \$600

Further detail regarding partial payments of the Annual Installments will be contained in the Indentures relating to Additional Major Improvement Area Bonds and Future Improvement Area Bonds.

Section 5.08. Acquisition and Reimbursement Agreements

The costs of some Authorized Improvements will be initially financed through Acquisition and Reimbursement Agreements. As provided in Section 4.03 above, the Owner and the City will enter into an Acquisition and Reimbursement Agreement, which will provide for Assessments that will reimburse the Owner for Actual Costs incurred in connection with Authorized Improvements until PID Bonds are issued in an amount equal to the outstanding Special Assessments.

Section 5.09. Future Bonds Tests

(a) The City has reserved the right to issue Additional Bonds to pay Improvement Area Reimbursement Obligations, in accordance with the conditions set forth below. Terms used in this Section but not defined herein shall have the meanings assigned to them in the Indenture for the applicable Improvement Area Bonds:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;

(ii) The Owner, through an authorized representative, shall certify that the Owner is not in default beyond any applicable notice and cure period in the performance and observance of any of the PID-related terms, provisions and conditions applicable to the Owner (as Developer) contained in the Development Agreement, or in the performance and observance of any provisions and conditions applicable to the Owner contained in this Agreement, any Acquisition and Reimbursement Agreement applicable to an Improvement Area, or any continuing disclosure agreement entered into by the Owner relating to PID Bonds, unless any defaults under the foregoing agreement (except for disagreements under any continuing disclosure agreements entered into by the Owner, which shall be cured) are disclosed in a certificate from the Owner to the City, acting by and through its City Council, elects to proceed with the issuance of the Additional Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) A certificate or report from the Owner, through an authorized representative, shall certify that (A) certificates of occupancy have been issued for a minimum of thirty-five percent (35%) of the single-family homes to be built within the Improvement Area; and a certificate or report from an independent certified appraiser or appraisal firm (that may rely on

County assessed value figures for the completed homes as to their value) that, assuming completion of the improvements to be financed with the proceeds of the Additional Improvement Area Bonds or with funds withdrawn from the Owner Improvement Account of the Project Fund, as applicable, (B) the appraised value of the property within the Improvement Area of the PID is equal to at least four (4) times the principal amount of the Outstanding Bonds Similarly Secured, taking into account the Additional Improvement Area Bonds to be issued, (C) the appraised value allocated to each parcel within Improvement Area is at least three (3) times the portion of the principal amount of any Outstanding Bonds Similarly Secured, taking into account the Additional Improvement Area Bonds to be issued, that is allocated to each such parcel;

(iv) The principal of and interest on the Additional Improvement Area Bonds must be scheduled to be paid or mature on March 1 or September 1, or both, of the years in which each principal or interest are scheduled to be paid or mature;

(v) There shall be deposited to the Reserve Fund an amount equal to the Reserve Fund Requirement taking into account the Outstanding Bonds Similarly Secured, and the Additional Improvement Area Bonds then proposed to be issued;

(vi) The maximum amount of Additional Improvement Area Bonds that may be issued, subject to the approval of the City, in total, is the then outstanding balance of the Improvement Area Reimbursement Obligation; and

(vii) The Owner, through an authorized representative, shall certify that the Owner is in compliance with any further conditions established by the City, its advisors, or the underwriter(s).

(b) The City reserves the right to issue or incur Future Improvement Area Bonds, but shall be under no obligation to issue or incur Future Improvement Area Bonds, subject to the conditions set forth below:

(i) The City Representative shall certify that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in the Indenture;

(ii) The Owner, through an authorized representative, shall certify that the Owner is not in default beyond any applicable notice and cure period in the performance and observance of any of the PID-related terms, provisions and conditions applicable to the Owner contained in the Development Agreement, or in the performance and observance of any provisions and conditions applicable to the Owner contained in this Agreement, any Acquisition and Reimbursement Agreement applicable to an Improvement Area, or any continuing disclosure agreement entered into by the Owner relating to PID Bonds, unless any defaults under the foregoing agreement (except for disagreements under any continuing disclosure agreements entered into by the Owner, which shall be cured) are disclosed in a certificate from the Owner to the City, acting by and through its City Council, elects to proceed with the issuance of Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The ratio of the appraised value of all property in the Future Improvement Area for which such Future Improvement Area Bonds are issued or incurred (the “Future Improvement Bonded Area”) based on an Independent Appraisal, to the sum of (x) the principal amount of the Future Improvement Area Bonds being issued or incurred to finance the Future Improvement Area Improvements applicable to the Future Improvement Bonded Area and (y) the portion of the outstanding principal amount of any prior bonds issued to finance the portion of the Major Improvements allocable to such Future Improvement Bonded Area, must be at least 3.0:1. In establishing such appraised value, an “Independent Appraisal” means (1) the appraised value of all property in the Future Improvement Bonded Area as established by publicly available data from the county appraisal district or (2) an “As-Complete” appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the specific Future Improvement Area Improvements allocable to the Future Improvement Bonded Area;

(iv) Certificates of occupancy must have been issued by the City for at least 40 homes in Phase 1 of the Project;

(v) The Future Improvement Bonds may be issued or incurred only for the purposes of financing Future Improvement Area Improvements;

(vi) Either (1) contracts for the purchase of 100% of the lots in the Future Improvement Bonded Area must be executed with a merchant builder or (2) 100% of the land in such Future Improvement Bonded Area shall be held by a merchant builder; and

(vii) The Owner, through an authorized representative, shall certify that the Owner is in compliance with any further conditions established by the City, its advisors, or the underwriter(s).

Section 5.10. Non-Bank Qualified Debt

(a) If in any calendar year (including 2019) the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including bonds authorized by the Act, then the Owner shall pay to the City a fee (the “**PID Bond Fee**”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations, provided that all other developers or owners benefitting from the City issuing debt for non-City owned development projects are similarly burdened with an obligation to compensate the City proportionately based on the original principal amount of such PID Bonds or other City debt supporting public improvements for non-City owned development projects. The City and the Owner shall approve an estimate of the PID Bond Fee for all series of PID Bonds at least 10 business days prior to pricing the first series of PID Bonds. The Owner agrees to pay the approved estimated PID Bond Fee to the City on the later of (1) five (5) business days prior to the closing of any series of PID Bonds or other City-issued debt, or (2) five (5) business days after the City and the Owner approve the estimated PID Bond Fee. The City shall not be required to sell any series of PID Bonds until the Owner has paid the approved estimated PID Bond Fee.

(b) To the extent any developer or owner (including the Owner, as applicable) has paid all or part of a PID Bond Fee estimate for any particular calendar year, any such PID Bond Fee estimate paid subsequently by a developer or owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer or owner (including the Owner, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, such reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the estimated PID Bond Fee. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Owner, as applicable) into a segregated account until such time as (1) the City transfers funds from the segregated account to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the estimated PID Bond Fee consistent with the pro rata formula described above within 10 days of issuing the PID Bonds. On or before January 15th of the following calendar year, the final PID Bond Fee shall be agreed to by the City and the Owner. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including the Owner as applicable), and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including the Owner, as applicable) shall be remitted to the City by the respective developer or owner (including the Owner, as applicable).

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of City

The City makes the following covenants, representations and warranties for the benefit of the Owner:

(a) The City will deliver a certificate relating to the PID Bonds (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “**Tax Certificate**”) containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Texas Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Tax Code (collectively, “**Bond Proceeds**”).

(b) The City is a political subdivision of the State of Texas, incorporated, organized, and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute, and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that each Owner entity is organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of an Authorized Improvement or Segment, it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Authorized Improvement or Segment to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit or knowingly permit any act in, upon, or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition, or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Payment Requests.

(g) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least seventy-two (72) hours' notice.

(h) The Owner agrees to provide the information required pursuant to the Owner Continuing Disclosure Agreement executed by the Owner in connection with the issuance of the PID Bonds.

(i) The Owner covenants that, in its contracts with builders, it shall require that a builder for an assessed parcel shall distribute informational brochures about the existence and effect of the PID in prospective homebuyer sales packets, if such brochures are prepared and provided by the City. For this section 6.01(i), a builder means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

(j) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate.

The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquiries to ensure such truth, correctness and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

(k) The Owner agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the Effective Date.

Section 6.03. Indemnification and Hold Harmless by Owner

THE OWNER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (IN THIS SECTION, THE “CITY”) AGAINST AND FROM, AND WILL PAY TO THE CITY, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, “DAMAGES”), ARISING DIRECTLY OR INDIRECTLY, FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (ii) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT ACQUIRED BY THE CITY; (iii) THE OWNER’S NONPAYMENT UNDER CONTRACTS WITH THE OWNER FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT; (iv) ANY CLAIMS AGAINST THE CITY RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT; OR (v) ANY THIRD PARTY CLAIMS RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO NEGLIGENCE OF THE CITY. THE OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY WILL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. THE OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION AND IF THE OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL AND THE OWNER WILL BE LIABLE FOR ALL REASONABLE SUCH COSTS. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party will be deemed in default under this Agreement (which will be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement will be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of nonmonetary default, to the terms and provisions of subparagraph (c) below. Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement).

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “force majeure” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Manor
Attn: Tom Bolt
105 E Eggleston St.
Manor, TX 78653
Facsimile: (512) 272-8636

With a copy to: Bickerstaff Heath Delgado Acosta LLP
Attn: David Méndez
3711 S. MoPac Expressway
Building One
Suite 300
Austin, Texas 78746
Facsimile: (512) 320-5638

If to Owner: c/o Dwyer Realty Co. Inc.
Attn: Pete Dwyer
9900 Hwy 290 East
Manor, TX 78653

With a copy to: Armbrust & Brown, PLLC
Attn: Sharon Smith
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-2360

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City's costs and expenses (including the City's third-party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) ("**City PID Costs**"). The Owner and the City will make best efforts to agree to a budget for the City's costs and expenses. Prior to closing of the PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to

pay these fees, as applicable, to the City or on behalf of the City from proceeds of the PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of City legal counsel related to the issuance of the PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from proceeds of the PID Bonds. Further, the Owner agrees that it or the District will be responsible for paying the Administrative Expenses.

(b) The Owner will be solely responsible for the costs associated with the issuance of any PID Bonds. The terms of subparagraph (a) above will apply to the Owner in the event that such bonds are issued.

(c) The City may enter into a separate agreement with an Administrator to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 8.03. Assignment and Other Transfers

(a) Subject to subparagraph (b) and (c) below, Owner may, in its sole and absolute discretion, assign or Transfer this Agreement with respect to all or part of the Project from time to time so long as the assigned rights and obligations are assumed without modifications to this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such Transfer, assignment, or partial assignment, Owner will be fully released from any and all obligations under this Agreement and will have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder will not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) The Owner shall include the following provision (the “Limitation on Securities Statement”) in any assignment, delegation, or Transfer of the Owner’s interest in this Agreement, in any Acquisition and Reimbursement Agreement, or in any unreimbursed Actual Costs, including any assignment, delegation, or transfer whereby such interest of the Owner is pledged as collateral or security for the financing of the Project:

No interest in, or right to, any portion of the funds or payment obligations described in the Lagos Public Improvement District Financing Agreement between 706 Investment Partnership, Ltd., and 706 Development Corporation, and the City of Manor, Texas (the “PFA”) or any Acquisition and Reimbursement Agreement provided for and defined under the PFA (the PFA and any Acquisition and Reimbursement Agreement, hereafter collectively the “PID Financing Agreements”) may be used as collateral or security for any “State or local bonds,” as that term is defined and used in Section 103(a) of the Internal Revenue Code, other than those issued by the City of Manor, Texas, without the consent of the City Council of Manor, Texas, which may be given or withheld at its sole discretion.

(d) The Owner shall require the written commitment of any assign, successor in interest, or transferee (collectively, for the purposes of this Section 8.03, the “Assigns”) of the Owner’s interest in this Agreement or Acquisition and Reimbursement Agreement, or other rights to payment of funds under either of those agreements including unreimbursed Actual Costs, to include the Limitation on Securities Statement in any assignment, delegation, or other transfer of interest in such rights made by said Assigns, or made by the assigns, successors in interest, or transferees of any Assign.

(e) The term “Assigns,” as used in this section 8.03, includes any individual or corporate entity that accepts as collateral or security for the financing of the Project the pledge of the Owner’s interest, or the pledge of any interest of any assign, successor in interest, or transferee of the Owner, in this Agreement or Acquisition and Reimbursement Agreement, or other rights to payment of funds under either of those agreements including unreimbursed Actual Costs.

(f) For the purposes of 17 Code of Federal Regulations 240.15c2-12 and municipal securities disclosure, a purchaser of Property, or an assign under this section 8.03, is an “Obligated Person” to the extent the purchaser or assign meets the definition of “Obligated Person” in the Owner Continuing Disclosure Agreement.

Section 8.04. Term of Agreement

This Agreement will terminate on the date on which the City and Owner discharge all of their obligations hereunder; provided, that if the Assessments are not levied on or before March 31, 2022, the City may dissolve the District and the Owner hereby consents to the City taking any and all steps necessary to dissolve the District in accordance with Section 372.011, Texas Local Government Code and that certain Agreement Regarding the Dissolution of the Lagos Public Improvement District dated March 20, 2019 (the “Dissolution Agreement”). This section is a covenant running with the land and is binding on the Owner’s successors and assigns.

Section 8.05. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document will continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, and its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.

(g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Property,” the “Authorized Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party will, unless the form of such instrument is specifically provided, be in writing signed by an authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party will not apply in the interpretation of this Agreement.

Section 8.06. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and will not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.07. Amendments.

This Agreement may be amended, modified, or changed by written instrument executed by the Parties.

Section 8.08. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.09. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 8.10. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.11. Severability; Waiver

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.12. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.13. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and Indenture.

Section 8.14. Audit

The City Construction Representative or City Finance Director will have the right, during normal business hours and upon the giving of three business days' prior written notice to the Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 8.15. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A	-	Definitions
Exhibit B	-	District and Major Improvement Area Map
Exhibit B-1	-	Property Owned or Acquired by Builder

Exhibit C	-	Future Improvement Areas
Exhibit D	-	Major Improvements Costs and Area Map
Exhibit E	-	Form of Certification for Payment
Exhibit F	-	Reserved
Exhibit G	-	Closing Disbursement Request
Exhibit H	-	Acquisition and Reimbursement Agreement

[Signature Pages to Follow]

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Name: Rita G. Jonse
Title: Mayor

Attest:

By: _____
Name: Lluvia Almaraz
Title: City Secretary

706 INVESTMENT PARTNERSHIP, LTD.,
a Texas limited partnership

By: 706 Investment GP, Inc.,
a Texas corporation, its General Partner

By: _____
Name: Peter A. Dwyer
Title: President

706 DEVELOPMENT CORPORATION, a Texas
corporation

By: _____
Name: Peter A. Dwyer
Title: President

Exhibit “A”

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“Acceptance Date” means, with respect to a Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

“Acquisition and Reimbursement Agreement” means agreement that obligates the City to reimburse the Owner for Actual Costs of an Authorized Improvement, secured solely by Assessments to be paid to Owner pursuant to an agreement between the City and the Owner.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of owners and developers of the Property: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) to acquire easements and other right-of-way; (5) for third-party professional consulting services including, but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (6) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (7) the City’s cost of reviewing a Certification for Payment; (8) of fees charged by the City or any other political subdivision or governmental authority; and (9) to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the owners or developers. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), (5), and (8) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Additional Future Bonds” means bonds issued to fund Future Improvement Area Improvements or refund a Future Improvement Area Reimbursement Obligation, in whole or in part, that are secured by Future Improvement Area Assessments.

“Additional Major Improvement Area Bonds” means bonds issued to fund Major Area Improvements or refund the Major Area Reimbursement Obligation, in whole or in part, that are secured by the Major Improvement Area Assessments.

“Administrative Expenses” means the actual or budgeted costs and expenses related to the creation and operation of the PID, the issuance and sale of PID Bonds, and the administration of construction of the Authorized Improvements, including, but not limited to, costs and expenses

for: (1) the Administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to assessment rolls and annual Service Plan updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this SAP and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

“Administrator” means the person or independent firm designated by the City Council to perform the duties and obligations of the Administrator in the Service and Assessment Plan. The initial Administrator is P3Works, LLC, and Administrator includes any successor designated by the City.

“Agreement” has the meaning given in the recitals to this Agreement.

“Annual Installment” has the meaning given in the Service and Assessment Plan.

“Appraisal” means the Appraisal of Lagos Subdivision - City of Manor dated effective June 7, 2019, prepared by Flato Realty Advisors, LLC.

“Assessed Parcel” means, for any year, Parcels within the District other than Non-benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

“Assessment Revenues” means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the Indenture), and (iv) Foreclosure Proceeds (as defined in the Indenture).

“Assessments” means the assessments levied against properties in the District, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Attorney General” means the Texas Attorney General’s Office.

“Authorized Improvements” means the Major Improvements described in Exhibit “D”, together with any and all of the improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

“Bond Counsel” means Bickerstaff Heath Delgado Acosta LLP or its successor.

“Bond Issuance Cost” means the total of the expenses associated with the sale of PID Bonds, including such items as underwriter’s discount, if any, and financial advisory, bond counsel, other counsel and rating agency fees, printing costs, and other expenses relating to the sale of the PID Bonds.

“Bond Issuance Request” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“Bond Proceeds” has the meaning given to them in Section 6.01(a) hereof.

“Certification for Payment” means the certificate (whether one or more) in substantially the same form as attached Exhibit “E”.

“City Construction Representative” means the City Engineer or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

“City Council” means the governing body of the City.

“City PID Costs” shall have the meaning given in Section 8.02 of this Agreement.

“Closing Disbursement Request” means the request (whether one or more) in substantially the same form as attached Exhibit “G”.

“Construction Management Fee” means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment.

“Construction Manager” means initially the Owner, and thereafter subject to change in accordance with Section 3.03 of this Agreement. The City acknowledges and agrees that (i) the Owner intends to subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of the initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Section 3.03.

“Cost of Issuance Account” shall have the meaning given in the Indenture.

“Debt” means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

“Designated Successors and Assigns” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“District” has the meaning given in the recitals to this Agreement.

“Effective Date” has the meaning given in this Agreement.

“Future Bonds Test” means the additional investment and underwriting criteria which must be met prior to the issuance of PID Bonds (other than the PID Bonds that are being issued concurrently herewith) which are more particularly described in an Indenture.

“Future Improvement Area Bonds” means bonds issued to fund Authorized Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Assessments will be levied only on Parcels located within the Future Improvement Area in question.

“Future Improvement Areas” means the property within Improvement Areas #1 and #2, as depicted on the map on Exhibit C consisting of approximately 120.582 acres within the District. Future Improvement Areas may be developed in phases after Phase 1 of the Project, as generally depicted in Exhibit C. The Future Improvement Areas are subject to adjustment and are shown for example only.

“Improvement Area #1” means the area to be developed within the PID consisting of approximately 59.852 acres within the District, in the “Lagos Phases II and IV Final Plat” recorded in the official public records of Travis County on March 16, 2018, and as depicted in Exhibit C.

“Improvement Area #2” means the area to be developed within the PID consisting of approximately 60.73 acres within the District, in the “Lagos Phases III and V Final Plat” recorded in the official public records of Travis County on March 16, 2018, and as depicted in Exhibit C.

“Indenture” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“Initial Owner Expended Funds” has the meaning given in Section 4.02(g) of this Agreement.

“Initial Reimbursement Payment” has the meaning given in Section 4.02(g) of this Agreement.

“Interest” mean the interest rate charged for the PID Bonds or Acquisition and Reimbursement Agreement or such other interest rate as may be required by applicable law.

“Issue Date” means the date of the initial delivery of any of the PID Bonds.

“Major Improvement Area” means the property within the District, as depicted on the map on Exhibit B and comprising the entirety of the District.

“Major Improvements” means both onsite and offsite Authorized Improvements which benefit the PID, and as further described in attached Exhibit D.

“Major Improvement Area Bonds” means the “City of Manor, Texas, Assessment Revenue Bonds, Series 2019 (Lagos - City of Manor Public Improvement District Major

Improvement Area Project)” that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against the Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Major Improvement Area Improvements.

“Major Improvement Area Improvements” means the pro rata portion of the Major Improvements that benefit the entire District, allocable to the Major Improvement Area and only benefit the Major Improvement Area Assessed Property and are described in Section III.A. of the Service and Assessment Plan, and which are to be financed with Major Improvement Area Bonds.

“Major Improvement Area Reimbursement Obligation” means the \$3,212,593 secured by Major Improvement Area Assessed Property to be paid to Owner pursuant to the “Lagos - City of Manor Public Improvement District Major Improvement Area Acquisition and Reimbursement Agreement” with an effective date of _____.

“Maximum Assessment” means for each lot classification identified in the Service and Assessment Plan, an assessment equal to the lesser of: (i) the amount calculated pursuant to the Service and Assessment Plan, and (ii) an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

“Maximum Equivalent Tax Rate” means for each lot classification identified in the Service and Assessment Plan, \$3.26 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

“Nonbenefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements, including Owners Association Property, Public Property.

“Notice” means any notice, writing, or other communication given under this Agreement.

“Owner” has the meaning given in the recitals to this Agreement.

“Owners Association” means a homeowner’s association or property owner’s association.

“Owners Association Property” means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the District.

“Owner Continuing Disclosure Agreement” shall have the meaning given in the Indenture or any purchase agreement relating to the sale of the PID Bonds.

“Owner Expended Funds” has the meaning given in Section 4.03(c).

“Parcel” means a property identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Travis County, or by any other means determined by the City.

“Party” means the Owner or the City, as parties to this Agreement, and **“Parties”** means collectively, the Owner and the City.

“Payment Request” means the Certification for Payment.

“Phase 1” means the area in the “Lagos Phase 1 Final Plat” recorded in the official public records of Travis County on March 16, 2018.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bond Ordinance” means and refers to the ordinance(s) of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond ordinance or a trust indenture related to the PID Bonds.

“PID Bond Security” means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

“PID Bonds” means the bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the Property, which may include funds for any required reserves and amounts necessary to pay the PID Bond Issuance Costs, and to be secured by a pledge of the Assessments pursuant to the authority granted in the PID Act, for the purposes of (i) financing the costs of Authorized Improvements and related costs, and (ii) reimbursement for Actual Costs paid prior to the issuance of and payment for the PID Bonds. This term is used to collectively refer to the Major Improvement Area Bonds and the Future Improvement Area Bonds throughout this Agreement.

“Pledged Revenue Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Assessment Revenues are deposited.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Project” has the meaning given in the recitals to this Agreement.

“Project Costs” means the total of all Actual Costs.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Kimley-Horn and Associates.

“Project Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

“Property” has the meaning given in the recitals to this Agreement.

“Public Property” means property, real property, right of way, and easements located within the boundaries of the District owned by or irrevocably offered for dedication to the federal government, the State, the County, the City, a school district, a public utility provider, or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

“Regulatory Requirements” means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any regulatory authority, state, federal or other, having jurisdiction over the Authorized Improvements, as adjusted by the Development Agreement.

“Reimbursement Payment” has the meaning given in Section 4.03(c).

“SAP Consultant” means P3Works, LLC.

“Segment” or “Segments” means the discrete portions of the Authorized Improvements identified as such.

“Service and Assessment Plan” means the Lagos - City of Manor Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“Subdivision Ordinance” means the City of Manor Code of Ordinance, Chapter 10, “Subdivision Regulation,” in effect as of the Effective Date.

“Tax Certificate” shall have the meaning given in Section 6.01(a) hereof.

“Tax Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Transfer” shall have the meaning given in Section 2.05(b) hereof.

“Transferee” shall have the meaning given in Section 2.05(b) hereof.

“Trustee” means the trustee (or successor trustee) under an Indenture.

“Underwriter” means FMSbonds, Inc., or its successor.

“Unpaid Balance” shall have the meaning given in the applicable Acquisition and Reimbursement Agreement.

Exhibit “B”

DISTRICT AND MAJOR IMPROVEMENT AREA MAP



Exhibit B-1

PROPERTY OWNED OR ACQUIRED BY BUILDER

EXHIBIT B-1

PROPERTY OWNED OR ACQUIRED BY BUILDER

Blocks and lots located on the Lagos Phase 1 Final Plat recorded in the plat records of Travis County in Document Number 201800065 of the Official Records of Travis County, Texas - September 3, 2019							
	Block A		Block C		Block D		Block E
	2		3		3		2
	3		5		4		7
	4		7		5		9
	6		8		6		19
	7		11		7		17
	8		17		8		
	9		18		9		
	10		19		10		
	11		20		11		
	12		21		12		
	13				13		
	16				14		
	24				15		
	28				16		
	32				17		
	36				18		
	37				19		
	38				20		
	39				21		
	40				22		
	41				23		
	42				24		
	43				25		
					26		
					27		
					28		
					29		
					30		
					31		
					32		
					33		
					34		
					35		
					36		
					37		
Total	23		10		35		5

Exhibit “C”

FUTURE IMPROVEMENT AREAS

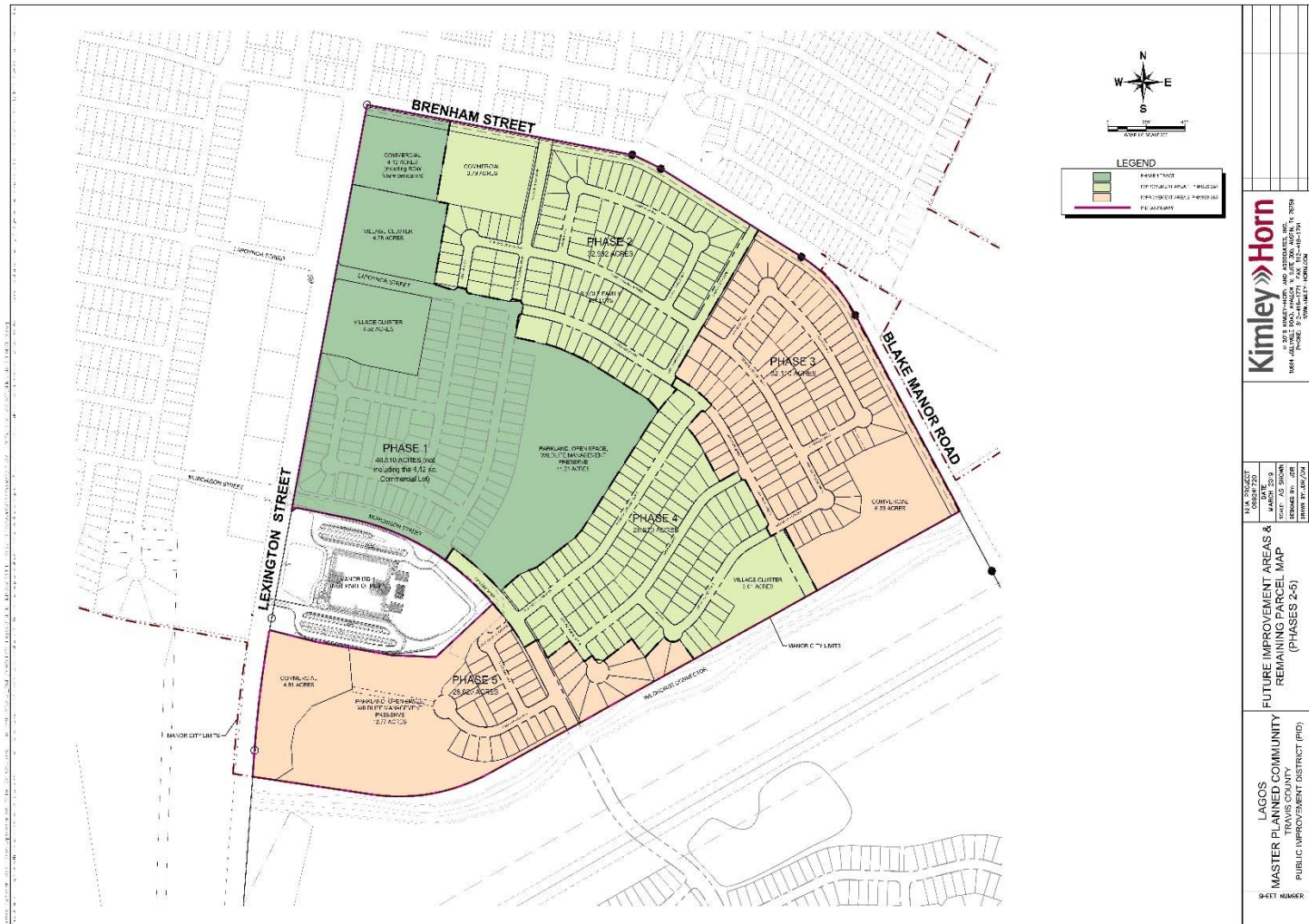
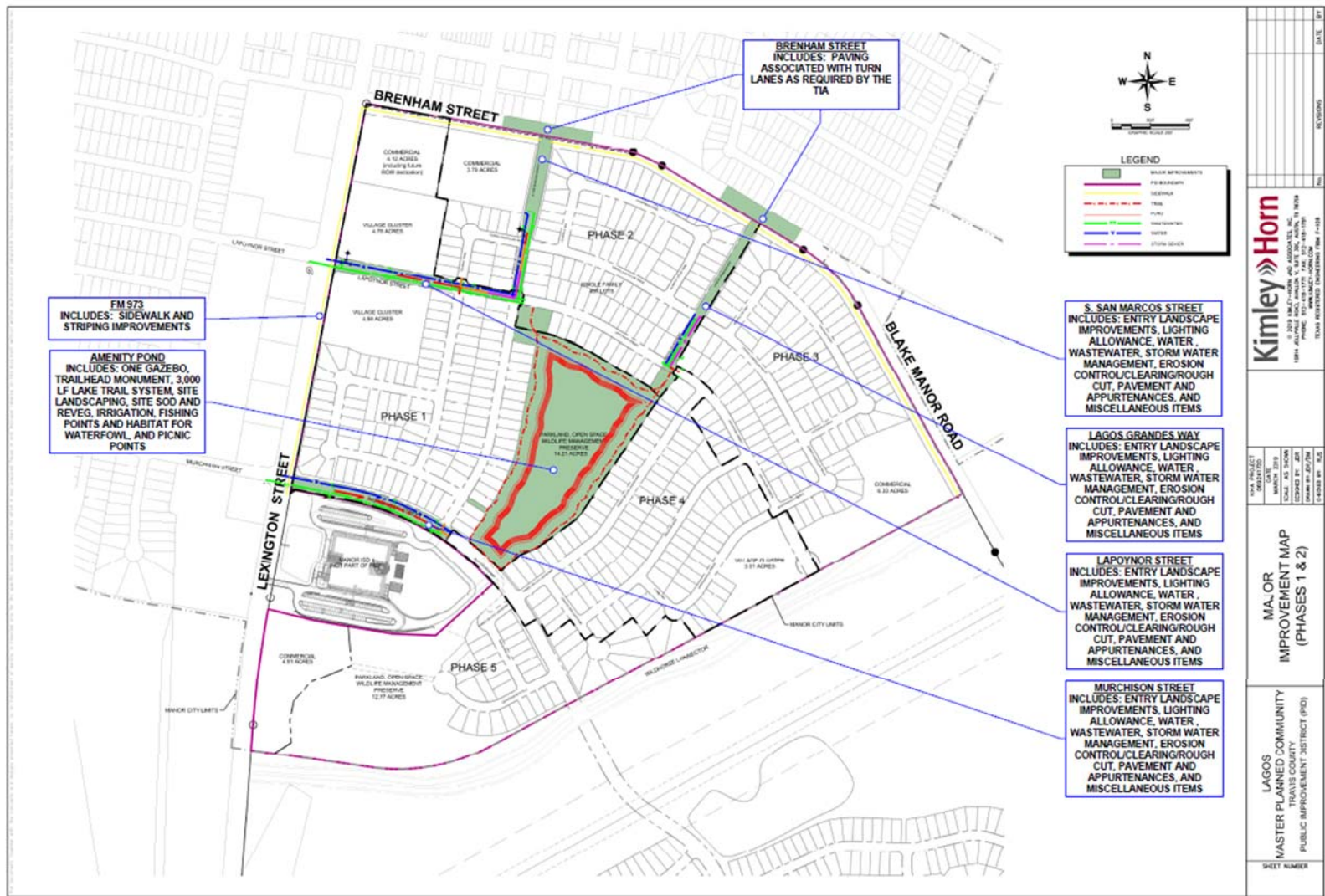


Exhibit “D”

MAJOR IMPROVEMENTS COSTS AND AREA MAP

<u>Major Improvements</u>	<u>Estimated Cost</u>
Amenity Pond	\$1,769,437
Murchison Street Improvements	\$230,300
Lapoynor Street Improvements	\$143,350
S. San Marcos Street Improvements	\$126,900
Lagos Grandes Way Improvements	\$204,450
FM 973 Improvements	\$100,000
Blake Makor Road Improvements	\$226,379
Soft Costs	\$411,777



Kimley»Horn

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1001 ALPINE ROAD, SUITE 100, AUSTIN, TEXAS 78704
WWW.KHACORP.COM
TEXAS REGISTRATION NUMBER 1-1038

DATE: 01/14/13
SCALE: AS SHOWN
DRAWN BY: JAP
CHECKED BY: JAP
DATE: 01/14/13

DATE: 01/14/13
SCALE: AS SHOWN
DRAWN BY: JAP
CHECKED BY: JAP
DATE: 01/14/13

DATE: 01/14/13
SCALE: AS SHOWN
DRAWN BY: JAP
CHECKED BY: JAP
DATE: 01/14/13

DATE: 01/14/13

Exhibit "E"

FORM OF CERTIFICATION FOR PAYMENT
(Lagos - City of Manor)

_____ (“**Construction Manager**”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A. Capitalized undefined terms shall have the meanings ascribed thereto in the Lagos Public Improvement District Financing Agreement between 706 Investment Partnership, Ltd., and 706 Development Corporation (collectively, the “**Owner**”), and the City of Manor, Texas (the “**City**”), dated as of _____ (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. Attached as Attachment A is the true and correct Draw Actual Costs for which payment is requested, and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.
5. Attached as Attachment D are receipts for payment or cancelled checks from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment, if Construction Manager is requesting reimbursement for payment that has been made to the contractor or subcontractor for the Draw Actual Costs.
6. Attached as Attachment E-1, for draws during the design phase, is a statement specifying the percentage of design that has been completed on the applicable Authorized Improvement or for the last draw for design work, is evidence of approval of design phase documents by the City.
7. Attached as Attachment E-2, for draws during the construction phase, are waivers of liens for work on the applicable Authorized Improvements through the previous Certification for Payment.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF MANOR, TEXAS

By: _____

ATTACHMENT A TO FORM OF CERTIFICATION FOR PAYMENT

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
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ATTACHMENT B TO FORM OF CERTIFICATION FOR PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO FORM OF CERTIFICATION FOR PAYMENT

[attached – receipts]

ATTACHMENT D TO FORM OF CERTIFICATION FOR PAYMENT

[attached – receipts for payment or cancelled checks]

ATTACHMENT E-1 TO FORM OF CERTIFICATION FOR PAYMENT

[attached – statement specifying percentage of design]

ATTACHMENT E-2 TO FORM OF CERTIFICATION FOR PAYMENT

[attached – waivers of liens]

Exhibit “F”

[Reserved]

Exhibit "G"

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for 706 Investment Partnership, Ltd., and 706 Development Corporation (collectively, the "**Owner**"), and requests payment from the Costs of Issuance Account of the Project Fund (as defined in the Lagos Public Improvement District Financing Agreement) from _____ (the "**Trustee**") in the amount of _____ (\$_____) to be transferred from the Cost of Issuance Account of the Project Fund upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the Lagos - City of Manor Public Improvement District (the "**District**"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is an authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$_____

4. The Owner is in compliance with the terms and provisions of the Lagos - City of Manor Public Improvement District Financing Agreement, the Indenture and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

By:

By: _____

Name: _____

Title: _____

By: _____

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include the payments in the City Certificate submitted to the Trustee directing payments to be made from Cost of Issuance Account upon delivery of the Bonds.

CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____

Exhibit “H”

ACQUISITION AND REIMBURSEMENT AGREEMENT

[See Attached]

LAGOS PUBLIC IMPROVEMENT DISTRICT ACQUISITION AND REIMBURSEMENT AGREEMENT

This Lagos Public Improvement District Acquisition and Reimbursement Agreement (this “*Agreement*”) is executed between 706 Investment Partnership, Ltd., a Texas limited partnership, and 706 Development Corporation, a Texas corporation (including their Designated Successors and Assigns, collectively, the “*Owner*”) and City of Manor, Texas (the “*City*”), (each individually referred to as a “*Party*” and collectively as the “*Parties*”) to be effective _____, 20____.

RECITALS

- A. On January 31, 2019, pursuant to Chapter 372, Texas Local Government Code, as amended (the “*PID Act*”), Owner filed a petition (the “*Petition*”) requesting that the Manor City Council (the “*City Council*”) approve a resolution authorizing the creation of the Lagos Public Improvement District (the “*PID*” or “*District*”) covering approximately 173.212 acres of land which is shown on the map attached hereto as Exhibit A-1 and more particularly described in Exhibit A-2 attached hereto (the “*Property*”).
- B. The District includes the “Major Improvement Area,” coterminous with boundaries of the District.
- C. On _____, the City Council approved that certain Lagos Public Improvement District Financing Agreement by and between the Owner and the City (the “*PID Financing Agreement*”).
- D. The purpose of the District is to finance certain improvements authorized by the PID Act that promote the interests of the City and confer a special benefit on the assessed Property within the District.
- E. The Property is being developed in phases and the Owner intends to construct certain Authorized Improvements over time to serve the Property (or portions thereof).
- F. Owner has commenced the design and/or construction of the Authorized Improvements (as defined below) benefiting the Major Improvement Area (the “*Major Improvements*”), which are more particularly described in the Lagos Public Improvement District Service and Assessment Plan (the “*Service and Assessment Plan*” or “*SAP*”).
- G. Subject to the limitations of the PID Act, the City has the authority to issue or enter into, from time to time, one or more series of bonds, notes, or other obligations (the “*PID Bonds*”), the proceeds of which will be used to pay the costs of public improvement projects authorized by the PID Act (the “*Authorized Improvements*”), including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City’s costs of issuance.
- H. PID Assessments levied and collected from any Improvement Area shall be used to reimburse the Owner only for the costs of Authorized Improvements attributable to and allocable to the respective Improvement Area.
- I. There shall be established under each Indenture a Project Fund, and within that fund a Landowner Reimbursement Pledge Revenue Account (each, a “Landowner Reimbursement Account”).

- J. All Assessments that are paid to the City, excluding any reasonable collection and/or administrative costs, will be deposited and applied pursuant to the Indenture, and funds in the Landowner Reimbursement Account of the Project Fund of the applicable Indenture will be available to reimburse the Owner as further provided herein and in the Indenture.
- K. The Parties intend that the Periodic Repayment Amount (defined below) will be reimbursed to Owner from:
 - (1) the Landowner Reimbursement Account; and/or
 - (2) the net proceeds of PID Bonds issued by the City and secured by the PID Assessment Revenues.
- L. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the PID Financing Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. Recitals. The recitals A. through L of this Agreement are true and correct, and are incorporated as part of this Agreement for all purposes.
- 2. Landowner Reimbursement Account. The City shall cause the PID Assessment Revenues to be deposited into the Landowner Reimbursement Account in accordance with the applicable Indenture.
- 3. Periodic Repayment Amount.
 - (a) Subject to the terms, conditions, and requirements contained herein, and the terms of the PID Financing Agreement, the City agrees to reimburse the Owner, and the Owner will be entitled to receive from the City, the amount less than or equal to the Actual Cost of the Authorized Improvements (“*Periodic Repayment Amount*”) plus interest on the unpaid balance as set out in Subsection (b) of this Section 3 of this Agreement; provided, however, the Periodic Repayment Amount shall not exceed the lesser of: (1) the amount for each of the Authorized Improvements as set forth in the Service and Assessment Plan; or (2) the actual, documented cost of designing and constructing the Authorized Improvements approved by the City (the “Maximum Repayment Amount”).
 - (b) The Periodic Repayment Amount shall be payable to the Owner solely from:
 - (1) PID Assessment Revenues;
 - (2) the net proceeds (after payment of costs of issuance) of the PID Bonds, issued by the City and secured by the PID Assessment Revenues;
 - (3) the net proceeds (after payment of costs of issuance) of the Future Improvement Area Bonds issued by the City and secured by the PID Assessment Revenues; or
 - (4) a combination of items (1), (2) and (3).

- (c) The City Council agrees that the Periodic Repayment Amount, authorized by the PID Act, will represent the total costs to be assessed against the assessed Property for the Authorized Improvements, which, upon completion, will be dedicated and accepted by the City pursuant to the terms of the PID Financing Agreement.
 - (d) The unpaid Periodic Repayment Amount shall bear simple interest per annum at the rate of five percent (5%), subject to Section 372.023(e) of the Texas Local Government Code.
- 4. Unpaid Balance. The Periodic Repayment Amount, plus interest as described above (collectively, the “*Unpaid Balance*”), will be payable to the Owner and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property will be used even if the Unpaid Balance is not paid in full at the Maturity Date. The City acknowledges and agrees that until the Unpaid Balance is paid in full, subject to the Maximum Repayment Amount, the obligation of the City to use the Landowner Reimbursement Account Project Fund to pay the Unpaid Balance to Owner is absolute and unconditional and that the City does not have and will not assert any defenses to such obligation; provided that the obligation of the City to use the Project Fund to pay the Unpaid Balance to the Owner will be subordinate to the City’s obligation to use the Assessments or other amounts if any deposited into the Project Fund to meet the City’s payment obligation under the PID Financing Agreement and the Indenture.. Notwithstanding any provision of this Agreement to the contrary, the Unpaid Balance shall be reduced to zero once (i) all Future Improvement Area Bonds have been issued such that the aggregate principal amount of such Future Improvement Area Bonds equals the total amount of the Assessments for the relevant Improvement Area or for the Major Improvement Area, as applicable, and (ii) the Owner has received the net proceeds (after payment of costs of issuance) of such Future Improvement Area Bonds, as applicable, due to the Owner pursuant to this Agreement.
- 5. City Collection Efforts. The City will use all reasonable efforts to receive and collect the PID Assessment Revenues concurrently with the collection of City ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the PID Assessments created by the levy of the PID Assessments or other charges due and owing under the SAP), and upon receipt and collection, immediately deposit the PID Assessment Revenues into the PID Improvement Account of the Project Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessments, such failure and inability shall not constitute default by the City under this Agreement or any amendment. This Agreement, the levying of assessments, the issuance of PID Bonds, and/or Future Improvement Area Bonds shall never give rise to or create:
 - (a) a charge against the general credit or taxing powers of the City or any other taxing unit; or

- (b) a debt or other obligation of the City payable from any source of revenue, taxes, income, or properties of the City other than from the PID Assessment Revenues or from the net proceeds of applicable PID Bonds.
- 6. Process for Payment of the Periodic Repayment Amount. Owner may submit (but not more frequently than monthly) to the City a written request for payment from the Landowner Improvement Account of the Project Fund in the form attached to the PID Financing Agreement, and attached hereto as Exhibit B (each a “*Certification for Payment*”), to disburse a portion of the Periodic Repayment Amount to pay for the cost of constructing the Authorized Improvements. Each Certification for Payment shall designate the Authorized Improvements (or portion thereof) to which the Certification for Payment pertains and shall be in compliance with the requirements of the PID Financing Agreement. The Periodic Repayment Amount will be payable on March 1 [and September 1] of each year and will be payable solely from the sources identified in Section 2(b) of this Agreement. This process will continue until the Unpaid Balance is paid in full, subject to the Maximum Repayment Amount, whether from PID Assessment Revenues or through the issuance of PID Bonds and/or the issuance of Future Improvement Area Bonds.
- 7. Issuance of Future Improvement Area Bonds.
 - (a) Subsequent to the issuance of the Major Improvement Area Bonds, the City intends to issue Future Improvement Area Bonds to reimburse the Owner for the Unpaid Balance. If the PID Bonds are not sufficient to fully reimburse the Owner for the Unpaid Balance, then, in addition to receiving the net proceeds of the PID Bonds, the Owner may continue to receive the Periodic Repayment Amounts. Furthermore, if the Owner has still not received the entire Unpaid Balance after the foregoing actions, then, the Owner may continue to receive the Unpaid Balance, subject to the Maximum Repayment Amount and subject to the City’s payment obligations set forth in the applicable Indenture(s).
 - (b) The Parties acknowledge that the consent to the issuance of the PID Bonds or any Future Improvement Area Bonds by the City and the authorization of the issuance of the PID Bonds or any Future Improvement Area Bonds by the City are within the discretion of the City.
- 8. Termination. This Agreement terminates when all payments paid to the Owner under this Agreement or any amendment to this Agreement (including payments from the net proceeds of PID Bonds) equal the Unpaid Balance; provided, however that if, on the Maturity Date, after application of the net proceeds of any PID Bonds or any Future Improvement Area Bonds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance will be canceled and for all purposes of this Agreement will be deemed to have been conclusively and irrevocably PAID IN FULL. If any PID Assessment Revenues remain due and payable and are uncollected by the City on the Maturity Date, such PID Assessment Revenues, when, as, and if collected after the Maturity Date, will be paid to the City and applied to any amounts due in connection with the applicable outstanding PID Bonds, and then paid to the Owner and applied to the Unpaid Balance. The provision

relating to PID Assessment Revenues collected after the Maturity Date survives the termination of this Agreement.

9. Nonrecourse Obligation.

- (a) The obligations of the City under this Agreement:
 - (1) will be nonrecourse and payable only from:
 - (A) PID Assessment Revenues or
 - (B) net proceeds of PID Bonds and/or Future Improvement Area Bonds; and
 - (2) will not create a debt or other obligation payable from any other City revenues, taxes, income, or property.
- (b) Neither the City nor any elected or appointed officials of the City, nor any employees of the City shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement.

10. No Defense. Following the City's inspection and approval of the Authorized Improvements, there will be no conditions or defenses to the obligation of the City to use the proceeds of any PID Bonds to pay the Unpaid Balance and to pledge the PID Assessment Revenues as security for such PID Bonds, other than the City's right to pay costs of issuance of such PID Bonds and/or other costs incurred by the City relating to the Authorized Improvements. As applicable, the City hereby agrees to transfer such portion of the PID Assessment Revenues to the Trustee under the applicable Indenture.

11. No Waiver. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Agreement against any person or entity involved in the design, construction, or installation of the PID Improvements.

12. Amendment for Future Improvement Area Bonds. If Future Improvement Area Bonds are issued in the future, the Owner and the City hereby agree to amend this Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.

13. Governing Law Venue. This Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

14. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (a) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of

whether such person was the named addressee; or (b) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Manor
Attn: Tom Bolt
105 E Eggleston St.
Manor, TX 78653
Facsimile: (512) 272-8636

With copy to: Bickerstaff Heath Delgado Acosta LLP
Attn: David Méndez
3711 S. MoPac Expressway
Building One
Suite 300
Austin, Texas 78746
Facsimile: (512) 320-5638

If to Owner: c/o Dwyer Realty Co. Inc.
Attn: Pete Dwyer
9900 Hwy 290 East
Manor, TX 78653

With a copy to: Armbrust & Brown, PLLC
Attn: Sharon Smith
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Facsimile: (512) 435-2360

15. Invalid Provisions. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect.

16. Exclusive Rights of Owner.

- (a) Owner's right, title and interest into the payments of Periodic Repayment Amounts, as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- (b) Subject to the terms of Section 17 hereof, Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Unpaid Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment,

mortgage, pledge, or other encumbrance shall be made without prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in the issuance of municipal securities by any other state of the United States or political subdivision thereof.

- (c) Notwithstanding the foregoing, no Transfer or Assignment shall be effective until written notice of the Transfer, including (1) the name and address of the Transferee and (2) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof, is provided to the City.
 - (d) Any assignment or transfer of this Agreement is subject to the terms of this paragraph 16 and paragraph 17 of this Agreement and to Section 8.03 of the PID Financing Agreement as if it were the PID Financing Agreement or as a right thereunder.
 - (e) The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.
17. Assignment. Any assignment or transfer of this Agreement is subject to the terms of paragraph 16 and this paragraph 17 of this Agreement and to Section 8.03 of the PID Financing Agreement as if it were the PID Financing Agreement as a right thereunder.
- (a) Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Property from time to time to any third party. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned.
 - (b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
 - (c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
 - (d) “*Designated Successors and Assigns*” means:
 - (1) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to paragraph 16 and this paragraph 17, and Section 8.03 of the PID Financing Agreement;
 - (2) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or

- (3) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

18. Failure; Default; Remedies.

- (a) If any Party fails to perform an obligation imposed on such Party by this Agreement (a “*Failure*”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “*Default*.” Upon the occurrence of a Failure by a nonperforming Party, one of the other Parties shall notify the nonperforming Party in writing specifying in reasonable detail the nature of the Failure. The nonperforming Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the nonperforming Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Parties that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the nonperforming Party is diligently pursuing a cure.
- (b) If the Owner is in Default, the City shall have available all remedies at law or in equity, including but not limited to seeking specific enforcement of this Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the net proceeds of the PID Bonds; or (2) entitle the City to terminate this Agreement. In addition to specific enforcement, the City shall be entitled to attorney’s fees, court costs, and other costs of the City to obtain specific enforcement.
- (c) If the City is in Default, the Owner shall have available all remedies at law or in equity, including but not limited to seeking a writ of mandamus to compel performance by the City or seeking specific enforcement of this Agreement. In addition to mandamus or specific enforcement, the Owner shall be entitled to attorney’s fees, court costs, and other costs of the Owner to obtain specific enforcement.

19. Boycotts and Foreign Business Engagements.

- (a) The Owner represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Owner, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner, boycotts Israel. The Owner agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Owner, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner, will boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this clause (A) has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.
- (b) The Owner represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Owner, nor any wholly owned subsidiary, majority-owned

subsidiary, parent company or affiliate of the Owner, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Section 806.051, 807.051 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this clause (B) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

20. Miscellaneous.

- (a) The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party’s right to insist and demand strict compliance by such other Party with the provisions of this Agreement.
- (b) The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Agreement.
- (c) Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- (d) This Agreement may be amended only by written agreement of the Parties.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and to be effective on the date set forth above upon execution by all parties.

CITY:

CITY OF MANOR, TEXAS, a municipal corporation

By: _____
Name: Rita G. Jonse
Title: Mayor

Attest:

By: _____
Name: Lluvia Almaraz
Title: City Secretary

OWNER:

706 INVESTMENT PARTNERSHIP, LTD.,
a Texas limited partnership

By: 706 Investment GP, Inc., a Texas corporation, its
General Partner

By: _____
Name: Peter A. Dwyer
Title: President

OWNER:

706 DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: Peter A. Dwyer
Title: President

Exhibit A-1

Map of District

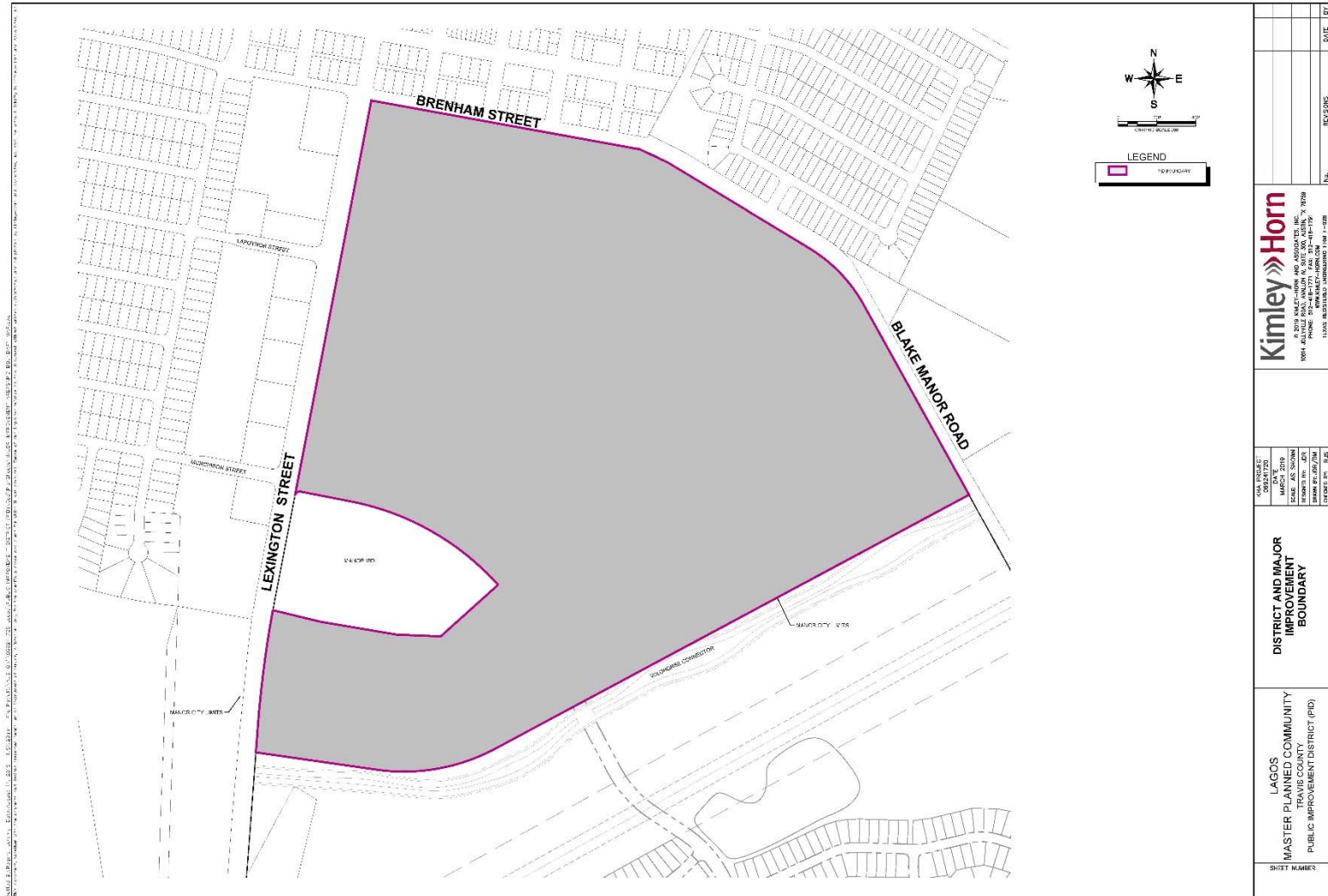


Exhibit A-2

Legal Description of District

**LEGAL DESCRIPTION
173.212 ACRES OF LAND**

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

BEGINNING, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

THENCE, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;
North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;
South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;
South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

THENCE, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;
Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;
North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

THENCE, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;
Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

THENCE, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;
South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;
South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;
North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;
Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;
North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

JGM
2-22-2019

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found 1/4 inch iron rod with cap located in the easterly right of way line of said F.M. 973;

THENCE, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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

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.

John G. Mosier 2-22-2019

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



Exhibit B

Form of Certification for Payment

FORM OF CERTIFICATION FOR PAYMENT
(Lagos - City of Manor)

_____ (“**Construction Manager**”) hereby requests payment for the Actual Cost of the work (the “Draw Actual Costs”) described in attached Attachment A. Capitalized undefined terms shall have the meanings ascribed thereto in the Lagos Public Improvement District Financing Agreement between 706 Investment Partnership, Ltd., and 706 Development Corporation (collectively, the “**Owner**”), and the City of Manor, Texas (the “**City**”), dated as of _____ (the “**Finance Agreement**”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is an authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. Attached as Attachment A is the true and correct Draw Actual Costs for which payment is requested, and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs for which payment is requested.
5. Attached as Attachment D are receipts for payment or cancelled checks from the contractor and, if requested by the City, any subcontractors for the current Certification for Payment, if Construction Manager is requesting reimbursement for payment that has been made to the contractor or subcontractor for the Draw Actual Costs.
6. Attached as Attachment E-1, for draws during the design phase, is a statement specifying the percentage of design that has been completed on the applicable Authorized Improvement or for the last draw for design work, is evidence of approval of design phase documents by the City.
7. Attached as Attachment E-2, for draws during the construction phase, are waivers of liens for work on the applicable Authorized Improvements through the previous Certification for Payment.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF MANOR, TEXAS

By: _____

ATTACHMENT A TO FORM OF CERTIFICATION FOR PAYMENT

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Draw Actual Costs</u>
----------------	---	--------------------------

ATTACHMENT B TO FORM OF CERTIFICATION FOR PAYMENT

[attached – bills paid affidavit]

ATTACHMENT C TO FORM OF CERTIFICATION FOR PAYMENT

[attached – receipts]

ATTACHMENT D TO FORM OF CERTIFICATION FOR PAYMENT

[attached – receipts for payment or cancelled checks]

ATTACHMENT E-1 TO FORM OF CERTIFICATION FOR PAYMENT

[attached – statement specifying percentage of design]

ATTACHMENT E-2 TO FORM OF CERTIFICATION FOR PAYMENT

[attached – waivers of liens]



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution determining the costs of certain authorized improvements to be financed by the Lagos Public Improvement District; and directing the filing of the proposed assessment roll with the City Secretary to make said proposed assessment roll available for public inspection.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Resolution No. 2019-12

Exhibit A – Preliminary Service and Assessment Plan

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Resolution No. 2019-12 determining the costs of certain authorized improvements to be financed by the Lagos Public Improvement District; and directing the filing of the proposed assessment roll with the City Secretary to make said proposed assessment roll available for public inspection.

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

CITY OF MANOR, TEXAS

RESOLUTION NO. 2019-12

A RESOLUTION OF THE CITY OF MANOR, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE LAGOS PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING THE PROPOSED ASSESSMENT ROLL; CALLING FOR AND AUTHORIZING PUBLICATION AND DELIVERY OF NOTICE OF A PUBLIC HEARING FOR OCTOBER 2, 2019 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE LAGOS PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE SAID PROPOSED ASSESSMENT ROLL AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS RELATED TO THE FOREGOING.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Manor, Texas (the "City") to create a public improvement district within the City and its extraterritorial jurisdiction; and

WHEREAS, on March 20, 2019, the City Council conducted a public hearing to consider a petition received by the City on January 31, 2019 titled ("Petition for the Creation of a Public Improvement District to Finance Improvements to Lagos Subdivision") requesting the creation of a public improvement district; and

WHEREAS, on March 20, 2019, after due notice and a public hearing, the City Council approved Resolution No. 2019-02 (the "Authorization Resolution"), authorizing, establishing and creating the Lagos Public Improvement District (the "District") and determining the advisability of the improvements; and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$12,000,000 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Lagos Public Improvement District Preliminary Service and Assessment Plan", including the proposed Assessment Roll attached as Exhibit F (the "Proposed Assessment Roll"), dated September 18, 2019 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Roll states the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment and apportionment chosen by the City; and

WHEREAS, the anticipated levy and assessment amount for the Authorized Improvements (as defined in the Preliminary SAP) is approximately \$3,123,396, as referenced in Exhibit E of the Preliminary SAP; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider the proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP, dated September 18, 2019, for the District, including the Proposed Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total estimated costs of the Authorized Improvements to be financed by the District are set forth in Exhibit C of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. The City Council's final determination and approval of the estimated costs of the Authorized Improvements, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include the final Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Assessment Roll state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 7. The City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on October 2, 2019 at 7:00 p.m. at City Hall, 105 E. Eggleston Street, Manor, Texas 78653, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 8. The City Council hereby approves of the publication by the City Secretary of the Assessment Hearing to be held on October 2, 2019, in substantially the form attached hereto as **Exhibit B** in the September 20, 2019 edition of the *Manor Community News* and incorporated herein for all purposes, a newspaper of general circulation in the City, before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 9. When the Proposed Assessment Roll are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on October 2, 2019, as required by Section 372.016(c) of the Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the October 2, 2019 meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED by the City Council of Manor, Texas, at a regular meeting on the 18th day of September 2019, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A
PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B

**CITY OF MANOR, TEXAS
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Manor, Texas on October 2, 2019 at 7:00 p.m. at City Hall, 105 E. Eggleston Street, Manor, Texas 78653.

The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Lagos Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code to pay costs for certain improvements that will confer a special benefit to the District (such improvements, the "Authorized Improvements").

The proposed Authorized Improvements to be undertaken include improvements for roadway, water quality, wastewater, landscaping, trails and bike and pedestrian paths, and parks and open space, and costs related to the creation of the District.

The total costs of the Authorized Improvements are \$3,123,396.

The boundaries of the District include approximately 173 acres of land generally located south of and adjacent to Brenham Street, southwest of and adjacent to Blake Manor Road, north of a point running generally southwest or west for a distance of approximately 2,767 feet from Blake Manor Road along the City limits boundary to FM 973/South Lexington Street, and east of and adjacent to FM 973/South Lexington Street, excluding the site of Lagos Elementary School, to the point beginning at the intersection of Brenham Street and FM 973/South Lexington Street, as more particularly described by a metes and bounds description available at Manor City Hall located at 105 E. Eggleston Street, Manor, Texas 78653 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Major Improvement Area Assessment Roll relating to the portion of the costs of the Major Improvements allocated to the Major Improvement Area, which Assessment Roll including the assessments to be levied against each parcel in the District, is available for public inspection at the office of the City Secretary, 105 E. Eggleston Street, Manor, Texas 78653.

Lagos Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN
SEPTEMBER 18, 2019



AUSTIN, TX | KELLER, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On March 20, 2019, the City passed and approved a resolution authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 173 acres located within the City, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the service plan include an assessment plan that assesses the actual costs of the authorized improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an assessment roll that states the assessment against each parcel determined by the method chosen by the City. The assessment against each assessed property must be sufficient to pay its share of the actual costs apportioned to the assessed property and cannot exceed the special benefit conferred on the assessed property by the authorized improvements. The Major Improvement Area Assessment Roll is included as **Exhibit F**.

SECTION I: DEFINITIONS

“Actual Costs” means, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a

percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsections (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or the person or firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” means the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to

reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means the Assessment Roll for the Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this Service and Assessment Plan as **Exhibit F**.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act, including Major Improvements and District Formation and Bond Issuance Costs, as described in **Section III**.

“City” means the City of Manor, Texas.

“City Council” means the governing body of the City.

“County” means Travis County, Texas.

“Delinquent Collection Costs” means, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including costs and expenses to foreclose liens.

“District” means this Lagos Public Improvement District containing approximately 173 acres located within the City and shown on **Exhibit B** and more specifically described in **Exhibit A**.

“District Formation and Bond Issuance Costs” means the costs associated with forming the District and issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, first year Annual Collection Costs, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the establishment of the District and/or the issuance of PID Bonds.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds.

“Landowner” means, collectively, 706 Investment Partnership, Ltd., a Texas limited partnership, 706 Development Corporation, a Texas corporation and Ashton Austin Residential, LLC, a Texas limited liability company, and any successor and assigns.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the estimated buildout value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a Lot in the Phase 1 Plat of the Master Improvement Area designated as such on the Master Improvement Area Assessment Roll, marketed or sold to homebuilders as a 50’ Lot. The Annual Installments for Lot Type 1 Lots are attached as **Exhibit G-2**.

“Lot Type 2” means a Lot in the Phase 1 Plat of the Master Improvement Area designated as such on the Master Improvement Area Assessment Roll, marketed or sold to homebuilders as a 60’ Lot. The Annual Installments for Lot Type 2 Lots are attached as **Exhibit G-3**.

“Major Improvement Area” means all of the Parcels within District, as shown on **Exhibit B** and more specifically described in **Exhibit A**.

“Major Improvement Area Annual Installment” means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Major Improvement Area Assessed Property” means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

“Major Improvement Area Assessment” means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Major Improvement Area Assessment Roll” means the Assessment Roll for the Major Improvement Area Assessed Property and included in this Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” mean those certain “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2019 (Lagos – City of Manor Public Improvement District Major Improvement Area)”.

“Major Improvements” mean the public improvements authorized the PID Act that provide a special benefit to all of the Major Improvement Area Assessed Property.

“Maximum Assessment” means, for each Lot Type, \$3.26 per \$100 of estimated buildout value, inclusive of all other taxing entities. The estimated buildout value for a Lot Type shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may help determine assessed value. The Maximum Assessment shall be calculated for Parcels at the time a final plat is filed and recorded. **Exhibit H** shows the equivalent tax rate per \$100 of estimated buildout value for the Major Improvement Area Assessment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

“Owner” means, collectively, 706 Development Corporation, a Texas corporation, 706 Investment Partnership, Ltd., a Texas limited partnership, and, where applicable, their designated successors and assigns under the Acquisition and Reimbursement Agreement.

“Parcel(s)” means a property, within the District, identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“Phase 1 Commercial” means the 4.120 acres of commercial area described by metes and bounds in **Exhibit K-1**.

“Phase 1 Plat” means the “Lagos Phase 1 Final Plat” recorded in the official public records of Travis County on March 16, 2018, attached hereto as **Exhibit K-2**.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City to finance the Actual Costs of the Authorized Improvements including the Major Improvement Area Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

“Prepayment Costs” mean interest and Annual Collection Costs incurred up to the date of Prepayment.

“Remainder Parcel” means the property located within the Major Improvement Area save and except any property contained within the Phase 1 Plat and the Phase 1 Commercial.

“Service and Assessment Plan” means this Service and Assessment Plan as amended.

“Service Plan” means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

“Trustee” means a trustee (or successor trustee) under the applicable Indenture.

SECTION II: THE DISTRICT

The District includes approximately 173 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**. The Major Improvement Area includes all the Parcels within the District and is anticipated to be developed as 497 single-family residential units, 124 Village Cluster residential units, and 313,768 square feet of commercial use.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and a map depicting the Major Improvements is shown on **Exhibit I**.

A. Major Improvements

- *Amenity Pond*

Includes one gazebo, trailhead monument, 3,000 LF lake trail system, site landscaping, site sod and revegetation. Irrigation, fishing points and habitat for waterfowl and picnic spots.

- *Murchison Street*

Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items

- *Lapoynor Street*

Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items

- *S. San Marcos Street*

Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items

- *Lagos Grandes Way*

Includes entry landscape improvements, lighting allowance, water, wastewater, storm water management, erosion control/clearing/rough cut, pavement and appurtenances and miscellaneous items

- *FM 973*

Includes sidewalks and striping improvements

- *Brenham Street*

Includes paving associated with turn lanes

- *Soft Costs*

Include engineering services; development fees including design, and other professional services, and a construction management fee of 4% of hard cost; and performance and payment bonds.

B. District Formation and Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve under an applicable Indenture.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, County costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

- *District Formation*

First year Annual Collection Costs and other costs and expenses directly associated with forming the District.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Landowner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements shall be allocated to the Major Improvement Area Assessed Property pro rata based on estimated buildout value of each Parcel, as shown on **Exhibit H**.

B. Assessments

Major Improvement Area Assessments will be levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G-1**, Lot Type 1 Annual Installments are shown on **Exhibit G-2** and Lot Type 2 Annual Installments are shown on **Exhibit G-3**.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Landowner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

▪ Major Improvement Area

1. Major Improvement Area's allocable share of the Authorized Improvements equal \$3,123,396, as shown on **Exhibit C**; and
2. The Major Improvement Area Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and
3. The Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments, which equal \$3,120,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit ($\geq \$3,123,396$) received by the Major Improvement Area Assessed Property from the Authorized Improvements is equal to or greater than the amount of the Major Improvement Area Assessments (\$3,120,000) levied on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Interest on Assessments Securing PID Bonds

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the estimated buildout value of the newly divided Assessed Property

D = the sum of the estimated buildout value for all of the newly divided Assessed Properties

The calculation of the buildout value of an Assessed Property shall be performed by the Administrator based on information from the Landowner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on buildout value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the estimated average buildout value of all newly subdivided Lots with same Lot Type

D = the sum of the estimated average buildout value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Landowner shall provide the City an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the estimated average buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Landowner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, City Council, upon review and approval, shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit J**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval

as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

F. Payment of Assessment in Annual Installments

Exhibit G-1 shows the projected Major Improvement Area Annual Installments, **Exhibit G-2** shows the Lot Type 1 Annual Installments and **Exhibit G-3** shows the Lot Type 2 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Parcels for which the Assessments remain unpaid based on the amount of outstanding Assessment on each Parcel. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2020.

G. Allocating Annual Installments if Assessed Property is Sold

If Assessed Property is sold, the Annual Installment shall be allocated between the buyer and seller in the same methodology as property taxes.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Bond Order, or the Trust Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Major Improvement Area Assessment Roll
Exhibit G-1	Major Improvement Area Annual Installments
Exhibit G-2	Lot Type 1 Annual Installments
Exhibit G-3	Lot Type 2 Annual Installments
Exhibit H	Major Improvements Allocation
Exhibit I	Maps of Major Improvements
Exhibit J	Notice of PID Assessment Termination
Exhibit K-1	Phase 1 Commercial Legal Description
Exhibit K-2	Phase 1 Plat
Exhibit L	Concept and Phasing Plan

EXHIBIT A – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION 173.212 ACRES OF LAND

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

BEGINNING, at a set ½ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

THENCE, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ inch iron rod with cap;
North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ inch iron rod with cap;
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;
South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ inch iron rod with cap;
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;
South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ½ inch iron rod with "KHA" cap;

THENCE, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ½ inch iron rod with "KHA" cap;
Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;
North 81deg 51' 49" West, a distance of 626.86 feet, to a set ½ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

THENCE, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;
Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

THENCE, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ inch iron rod with cap for corner;
South 80°30'13" East, a distance of 398.47 feet to a found ½ inch iron rod with cap for corner;
South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;
North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;
Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;
North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres

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Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found ½ inch iron rod with cap located in the easterly right of way line of said F.M. 973;

THENCE, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

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

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.

John G. Mosier 2-22-2019

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



EXHIBIT B – DISTRICT BOUNDARY MAP

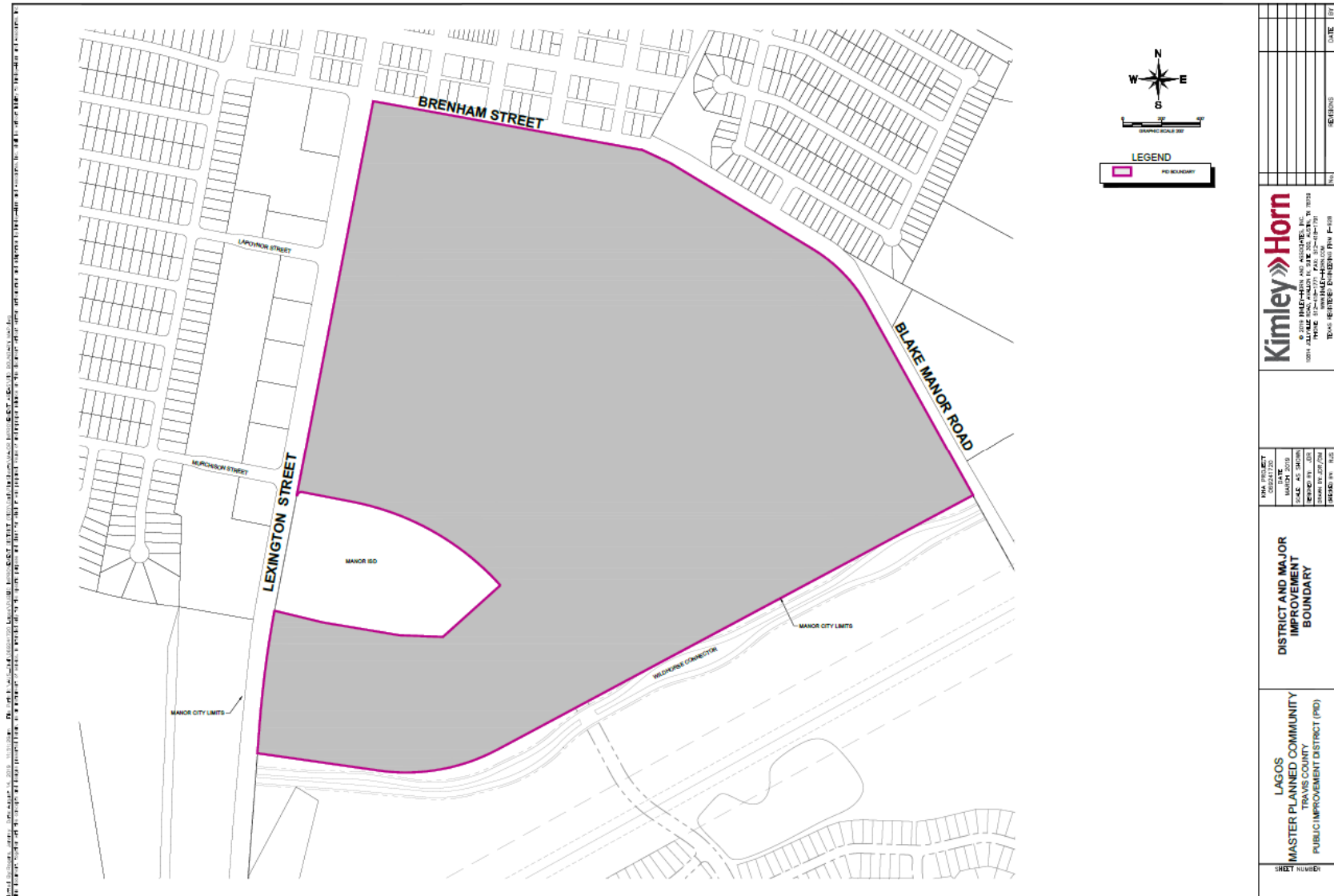


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5	
		%	Cost	%	Cost	%	Cost	%	Cost	%	Cost
Major Improvements											
Amenity Pond	\$ 1,194,440	27.60%	\$ 329,616	17.86%	\$ 213,327	18.34%	\$ 219,085	17.86%	\$ 213,327	18.34%	\$ 219,085
Murchison Street	230,300	27.60%	63,553	17.86%	41,132	18.34%	42,242	17.86%	41,132	18.34%	42,242
Lapoynor Street	143,350	27.60%	39,559	17.86%	25,602	18.34%	26,293	17.86%	25,602	18.34%	26,293
S. San Marcos Street	126,900	27.60%	35,019	17.86%	22,664	18.34%	23,276	17.86%	22,664	18.34%	23,276
Lagos Grandes Way	204,450	27.60%	56,420	17.86%	36,515	18.34%	37,500	17.86%	36,515	18.34%	37,500
FM 973	100,000	27.60%	27,596	17.86%	17,860	18.34%	18,342	17.86%	17,860	18.34%	18,342
Brenham Street	226,379	27.60%	62,471	17.86%	40,431	18.34%	41,523	17.86%	40,431	18.34%	41,523
Soft Costs	411,777	27.60%	113,633	17.86%	73,543	18.34%	75,528	17.86%	73,543	18.34%	75,528
	\$ 2,637,596		\$ 727,866		\$ 471,075		\$ 483,790		\$ 471,075		\$ 483,790
PID Formation and Bond Issuance Costs											
Debt Service Reserve Fund	\$ 205,000	27.60%	\$ 56,571	17.86%	\$ 36,613	18.34%	\$ 37,601	17.86%	\$ 36,613	18.34%	\$ 37,601
Capitalized Interest	-	27.60%	-	17.86%	-	18.34%	-	17.86%	-	18.34%	-
Underwriter Discount	93,600	27.60%	25,830	17.86%	16,717	18.34%	17,168	17.86%	16,717	18.34%	17,168
Cost of Issuance	187,200	27.60%	51,659	17.86%	33,434	18.34%	34,336	17.86%	33,434	18.34%	34,336
	\$ 485,800		\$ 134,061		\$ 86,764		\$ 89,106		\$ 86,764		\$ 89,106
Total	\$ 3,123,396		\$ 861,927		\$ 557,839		\$ 572,895		\$ 557,839		\$ 572,895

EXHIBIT D – SERVICE PLAN

Major Improvement Area						
Installments Due		1/31/2020	1/31/2021	1/31/2022	1/31/2023	1/31/2024
Principal		\$ 50,000	\$ 50,000	\$ 50,000	\$ 55,000	\$ 55,000
Interest		153,500	153,500	151,000	148,500	145,750
	(1)	\$ 203,500	\$ 203,500	\$ 201,000	\$ 203,500	\$ 200,750
Annual Collection Costs	(2)	\$ 35,000	\$ 35,700	\$ 36,414	\$ 37,142	\$ 37,885
Additional Interest	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 238,500	\$ 239,200	\$ 237,414	\$ 240,642	\$ 238,635

EXHIBIT E – SOURCES AND USES

Sources of Funds		
Major Improvement Area Bond Par	\$	3,120,000
Owner Contribution		3,396
Total Sources	\$	3,123,396
Uses of Funds		
Major Improvements	\$	2,637,596
<i>District Formation and Bond Issuance Costs</i>		
Debt Service Reserve Fund	\$	205,000
Capitalized Interest		-
Underwriter's Discount		93,600
Cost of Issuance		187,200
	\$	485,800
Total Uses	\$	3,123,396

EXHIBIT F – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2020
906078	02316201010000	Non-Benefited	\$ -	\$ -
906079	02316201020000	1	\$ 3,591.53	\$ 274.54
906080	02316201030000	1	\$ 3,591.53	\$ 274.54
906081	02316201040000	1	\$ 3,591.53	\$ 274.54
906082	02316201050000	1	\$ 3,591.53	\$ 274.54
906083	02316201060000	1	\$ 3,591.53	\$ 274.54
906084	02316201070000	1	\$ 3,591.53	\$ 274.54
906085	02316201080000	1	\$ 3,591.53	\$ 274.54
906086	02316201090000	1	\$ 3,591.53	\$ 274.54
906087	02316201100000	1	\$ 3,591.53	\$ 274.54
906088	02316201110000	1	\$ 3,591.53	\$ 274.54
906089	02316201120000	1	\$ 3,591.53	\$ 274.54
906090	02316201130000	1	\$ 3,591.53	\$ 274.54
906091	02316201140000	1	\$ 3,591.53	\$ 274.54
906092	02316201150000	1	\$ 3,591.53	\$ 274.54
906093	02316201160000	1	\$ 3,591.53	\$ 274.54
906094	02316201170000	1	\$ 3,591.53	\$ 274.54
906095	02316201180000	1	\$ 3,591.53	\$ 274.54
906096	02316201190000	1	\$ 3,591.53	\$ 274.54
906097	02316201200000	1	\$ 3,591.53	\$ 274.54
906098	02316201210000	1	\$ 3,591.53	\$ 274.54
906099	02335923010000	N/A	\$ 147,093.60	\$ 11,244.17
906100	02336221010000	N/A	\$ 141,119.94	\$ 10,787.53
906101	02336221020000	Non-Benefited	\$ -	\$ -
906102	02336221030000	1	\$ 3,591.53	\$ 274.54
906103	02336221040000	1	\$ 3,591.53	\$ 274.54
906104	02336221050000	1	\$ 3,591.53	\$ 274.54
906105	02336221060000	1	\$ 3,591.53	\$ 274.54
906106	02336221070000	1	\$ 3,591.53	\$ 274.54
906107	02316202010000	1	\$ 3,591.53	\$ 274.54
906108	02316202020000	1	\$ 3,591.53	\$ 274.54
906109	02316202030000	1	\$ 3,591.53	\$ 274.54
906110	02316202040000	1	\$ 3,591.53	\$ 274.54
906111	02316202050000	1	\$ 3,591.53	\$ 274.54
906112	02316202060000	1	\$ 3,591.53	\$ 274.54
906113	02316202070000	1	\$ 3,591.53	\$ 274.54
906114	02316202080000	1	\$ 3,591.53	\$ 274.54
906115	02316202090000	1	\$ 3,591.53	\$ 274.54
906116	02316202100000	1	\$ 3,591.53	\$ 274.54
906117	02316202110000	1	\$ 3,591.53	\$ 274.54
906118	02315908010000	1	\$ 3,591.53	\$ 274.54
906119	02315908020000	1	\$ 3,591.53	\$ 274.54
906120	02315908030000	1	\$ 3,591.53	\$ 274.54
906121	02315908040000	1	\$ 3,591.53	\$ 274.54
906122	02315908050000	1	\$ 3,591.53	\$ 274.54

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2020
906123	02315908060000	1	\$ 3,591.53	\$ 274.54
906124	02315908070000	1	\$ 3,591.53	\$ 274.54
906125	02315908080000	1	\$ 3,591.53	\$ 274.54
906126	02315908090000	1	\$ 3,591.53	\$ 274.54
906127	02315908100000	1	\$ 3,591.53	\$ 274.54
906128	02315908110000	1	\$ 3,591.53	\$ 274.54
906129	02315908120000	1	\$ 3,591.53	\$ 274.54
906130	02315908130000	1	\$ 3,591.53	\$ 274.54
906131	02315908140000	1	\$ 3,591.53	\$ 274.54
906132	02315908150000	1	\$ 3,591.53	\$ 274.54
906133	02315908160000	1	\$ 3,591.53	\$ 274.54
906134	02315908170000	1	\$ 3,591.53	\$ 274.54
906135	02315908180000	1	\$ 3,591.53	\$ 274.54
906136	02315908190000	1	\$ 3,591.53	\$ 274.54
906137	02315908200000	Non-Benefited	\$ -	\$ -
906138	02315908210000	1	\$ 3,591.53	\$ 274.54
906139	02315908220000	1	\$ 3,591.53	\$ 274.54
906140	02315908230000	1	\$ 3,591.53	\$ 274.54
906141	02315908240000	1	\$ 3,591.53	\$ 274.54
906142	02315908250000	1	\$ 3,591.53	\$ 274.54
906143	02315908260000	1	\$ 3,591.53	\$ 274.54
906144	02315908270000	1	\$ 3,591.53	\$ 274.54
906145	02336222010000	1	\$ 3,591.53	\$ 274.54
906146	02336222020000	1	\$ 3,591.53	\$ 274.54
906147	02336222030000	1	\$ 3,591.53	\$ 274.54
906148	02336222040000	1	\$ 3,591.53	\$ 274.54
906149	02336222050000	1	\$ 3,591.53	\$ 274.54
906150	02336222060000	1	\$ 3,591.53	\$ 274.54
906151	02336222070000	1	\$ 3,591.53	\$ 274.54
906152	02336222080000	1	\$ 3,591.53	\$ 274.54
906153	02336222090000	1	\$ 3,591.53	\$ 274.54
906154	02316203010000	1	\$ 3,591.53	\$ 274.54
906155	02316203020000	1	\$ 3,591.53	\$ 274.54
906156	02316203030000	1	\$ 3,591.53	\$ 274.54
906157	02316203040000	1	\$ 3,591.53	\$ 274.54
906158	02316203050000	1	\$ 3,591.53	\$ 274.54
906159	02316203060000	1	\$ 3,591.53	\$ 274.54
906160	02316203070000	1	\$ 3,591.53	\$ 274.54
906161	02316203080000	1	\$ 3,591.53	\$ 274.54
906162	02316203090000	1	\$ 3,591.53	\$ 274.54
906163	02316203100000	1	\$ 3,591.53	\$ 274.54
906164	02316203110000	1	\$ 3,591.53	\$ 274.54
906165	02316203120000	1	\$ 3,591.53	\$ 274.54
906166	02316203130000	1	\$ 3,591.53	\$ 274.54
906167	02316203140000	1	\$ 3,591.53	\$ 274.54

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Installment Due 1/31/2020
906168	02316203150000	2	\$ 3,791.06	\$ 289.80
906169	02316203160000	2	\$ 3,791.06	\$ 289.80
906170	02316203170000	2	\$ 3,791.06	\$ 289.80
906171	02316203180000	1	\$ 3,591.53	\$ 274.54
906172	02316203190000	1	\$ 3,591.53	\$ 274.54
906173	02316203200000	1	\$ 3,591.53	\$ 274.54
906174	02316203210000	1	\$ 3,591.53	\$ 274.54
906175	02316203220000	1	\$ 3,591.53	\$ 274.54
906176	02316203230000	1	\$ 3,591.53	\$ 274.54
906177	02316203240000	1	\$ 3,591.53	\$ 274.54
906178	02316203250000	1	\$ 3,591.53	\$ 274.54
906179	02316203260000	1	\$ 3,591.53	\$ 274.54
906180	02316203270000	1	\$ 3,591.53	\$ 274.54
906181	02316203280000	1	\$ 3,591.53	\$ 274.54
906182	02315909010000	1	\$ 3,591.53	\$ 274.54
906183	02315909020000	1	\$ 3,591.53	\$ 274.54
906184	02315909030000	1	\$ 3,591.53	\$ 274.54
906185	02315909040000	1	\$ 3,591.53	\$ 274.54
906186	02315909050000	1	\$ 3,591.53	\$ 274.54
906187	02315909060000	1	\$ 3,591.53	\$ 274.54
906188	02315909070000	1	\$ 3,591.53	\$ 274.54
906189	02315909080000	1	\$ 3,591.53	\$ 274.54
906190	02315909090000	1	\$ 3,591.53	\$ 274.54
906191	02315909100000	1	\$ 3,591.53	\$ 274.54
906192	02315909110000	2	\$ 3,791.06	\$ 289.80
906193	02315909120000	2	\$ 3,791.06	\$ 289.80
906194	02315909130000	2	\$ 3,791.06	\$ 289.80
906195	02316204010000	2	\$ 3,791.06	\$ 289.80
906196	02316204020000	1	\$ 3,591.53	\$ 274.54
906197	02316204030000	1	\$ 3,591.53	\$ 274.54
906198	02316204040000	1	\$ 3,591.53	\$ 274.54
906199	02316204050000	1	\$ 3,591.53	\$ 274.54
906200	02316204060000	1	\$ 3,591.53	\$ 274.54
227196	02266002010000	N/A*	\$ 358,453.69	\$ 27,401.03
227197	02266002020000	N/A*	\$ 553,550.52	\$ 42,314.68
227198	02266002030000	N/A*	\$ 224,112.27	\$ 17,131.66
227199	02266002040000	N/A*	\$ 969,130.22	\$ 74,082.55
227211	02266002160000	N/A*	\$ 212,848.40	\$ 16,270.62
867526	02266002230000	N/A*	\$ 88,494.25	\$ 6,764.70
Major Improvement Area Total			\$ 3,120,000.00	\$ 238,500.00

*Property IDs are found within the Remainder Parcel of the District. Until a plat has been recorded within the Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage. Phase 1 Commercial is located entirely within Property ID #227196.

EXHIBIT G-1 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installments Due	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Annual Installment
1/31/2020	\$ 50,000	\$ 153,500	\$ 35,000	\$ -	\$ 238,500
1/31/2021	\$ 50,000	\$ 153,500	\$ 35,700	\$ -	\$ 239,200
1/31/2022	\$ 50,000	\$ 151,000	\$ 36,414	\$ -	\$ 237,414
1/31/2023	\$ 55,000	\$ 148,500	\$ 37,142	\$ -	\$ 240,642
1/31/2024	\$ 55,000	\$ 145,750	\$ 37,885	\$ -	\$ 238,635
1/31/2025	\$ 60,000	\$ 143,000	\$ 38,643	\$ -	\$ 241,643
1/31/2026	\$ 65,000	\$ 140,000	\$ 39,416	\$ -	\$ 244,416
1/31/2027	\$ 65,000	\$ 136,750	\$ 40,204	\$ -	\$ 241,954
1/31/2028	\$ 70,000	\$ 133,500	\$ 41,008	\$ -	\$ 244,508
1/31/2029	\$ 75,000	\$ 130,000	\$ 41,828	\$ -	\$ 246,828
1/31/2030	\$ 75,000	\$ 126,250	\$ 42,665	\$ -	\$ 243,915
1/31/2031	\$ 80,000	\$ 122,500	\$ 43,518	\$ -	\$ 246,018
1/31/2032	\$ 85,000	\$ 118,500	\$ 44,388	\$ -	\$ 247,888
1/31/2033	\$ 90,000	\$ 114,250	\$ 45,276	\$ -	\$ 249,526
1/31/2034	\$ 95,000	\$ 109,750	\$ 46,182	\$ -	\$ 250,932
1/31/2035	\$ 95,000	\$ 105,000	\$ 47,105	\$ -	\$ 247,105
1/31/2036	\$ 100,000	\$ 100,250	\$ 48,047	\$ -	\$ 248,297
1/31/2037	\$ 105,000	\$ 95,250	\$ 49,008	\$ -	\$ 249,258
1/31/2038	\$ 115,000	\$ 90,000	\$ 49,989	\$ -	\$ 254,989
1/31/2039	\$ 120,000	\$ 84,250	\$ 50,988	\$ -	\$ 255,238
1/31/2040	\$ 125,000	\$ 78,250	\$ 52,008	\$ -	\$ 255,258
1/31/2041	\$ 130,000	\$ 72,000	\$ 53,048	\$ -	\$ 255,048
1/31/2042	\$ 135,000	\$ 65,500	\$ 54,109	\$ -	\$ 254,609
1/31/2043	\$ 145,000	\$ 58,750	\$ 55,191	\$ -	\$ 258,941
1/31/2044	\$ 150,000	\$ 51,500	\$ 56,295	\$ -	\$ 257,795
1/31/2045	\$ 160,000	\$ 44,000	\$ 57,421	\$ -	\$ 261,421
1/31/2046	\$ 165,000	\$ 36,000	\$ 58,570	\$ -	\$ 259,570
1/31/2047	\$ 175,000	\$ 27,750	\$ 59,741	\$ -	\$ 262,491
1/31/2048	\$ 185,000	\$ 19,000	\$ 60,936	\$ -	\$ 264,936
1/31/2049	\$ 195,000	\$ 9,750	\$ 62,155	\$ -	\$ 266,905
Total	\$ 3,120,000	\$ 2,964,000	\$ 1,419,883	\$ -	\$ 7,503,883

[a] Interest is calculated at a 5.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 – LOT TYPE 1 ANNUAL INSTALLMENTS

Installments Due	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Annual Installment
1/31/2020	\$ 57.56	\$ 176.70	\$ 40.29	\$ -	\$ 274.54
1/31/2021	\$ 57.56	\$ 176.70	\$ 41.10	\$ -	\$ 275.35
1/31/2022	\$ 57.56	\$ 173.82	\$ 41.92	\$ -	\$ 273.29
1/31/2023	\$ 63.31	\$ 170.94	\$ 42.76	\$ -	\$ 277.01
1/31/2024	\$ 63.31	\$ 167.78	\$ 43.61	\$ -	\$ 274.70
1/31/2025	\$ 69.07	\$ 164.61	\$ 44.48	\$ -	\$ 278.16
1/31/2026	\$ 74.82	\$ 161.16	\$ 45.37	\$ -	\$ 281.35
1/31/2027	\$ 74.82	\$ 157.42	\$ 46.28	\$ -	\$ 278.52
1/31/2028	\$ 80.58	\$ 153.68	\$ 47.21	\$ -	\$ 281.46
1/31/2029	\$ 86.33	\$ 149.65	\$ 48.15	\$ -	\$ 284.13
1/31/2030	\$ 86.33	\$ 145.33	\$ 49.11	\$ -	\$ 280.78
1/31/2031	\$ 92.09	\$ 141.01	\$ 50.10	\$ -	\$ 283.20
1/31/2032	\$ 97.85	\$ 136.41	\$ 51.10	\$ -	\$ 285.35
1/31/2033	\$ 103.60	\$ 131.52	\$ 52.12	\$ -	\$ 287.24
1/31/2034	\$ 109.36	\$ 126.34	\$ 53.16	\$ -	\$ 288.86
1/31/2035	\$ 109.36	\$ 120.87	\$ 54.22	\$ -	\$ 284.45
1/31/2036	\$ 115.11	\$ 115.40	\$ 55.31	\$ -	\$ 285.82
1/31/2037	\$ 120.87	\$ 109.65	\$ 56.42	\$ -	\$ 286.93
1/31/2038	\$ 132.38	\$ 103.60	\$ 57.54	\$ -	\$ 293.53
1/31/2039	\$ 138.14	\$ 96.98	\$ 58.69	\$ -	\$ 293.81
1/31/2040	\$ 143.89	\$ 90.08	\$ 59.87	\$ -	\$ 293.84
1/31/2041	\$ 149.65	\$ 82.88	\$ 61.07	\$ -	\$ 293.59
1/31/2042	\$ 155.40	\$ 75.40	\$ 62.29	\$ -	\$ 293.09
1/31/2043	\$ 166.91	\$ 67.63	\$ 63.53	\$ -	\$ 298.08
1/31/2044	\$ 172.67	\$ 59.28	\$ 64.80	\$ -	\$ 296.76
1/31/2045	\$ 184.18	\$ 50.65	\$ 66.10	\$ -	\$ 300.93
1/31/2046	\$ 189.94	\$ 41.44	\$ 67.42	\$ -	\$ 298.80
1/31/2047	\$ 201.45	\$ 31.94	\$ 68.77	\$ -	\$ 302.16
1/31/2048	\$ 212.96	\$ 21.87	\$ 70.15	\$ -	\$ 304.98
1/31/2049	\$ 224.47	\$ 11.22	\$ 71.55	\$ -	\$ 307.24
Total	\$ 3,591.53	\$ 3,411.95	\$ 1,634.47	\$ -	\$ 8,637.95

[a] Interest is calculated at a 5.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-3 – LOT TYPE 2 ANNUAL INSTALLMENTS

Installments Due	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Annual Installment
1/31/2020	\$ 60.75	\$ 186.52	\$ 42.53	\$ -	\$ 289.80
1/31/2021	\$ 60.75	\$ 186.52	\$ 43.38	\$ -	\$ 290.65
1/31/2022	\$ 60.75	\$ 183.48	\$ 44.25	\$ -	\$ 288.48
1/31/2023	\$ 66.83	\$ 180.44	\$ 45.13	\$ -	\$ 292.40
1/31/2024	\$ 66.83	\$ 177.10	\$ 46.03	\$ -	\$ 289.96
1/31/2025	\$ 72.90	\$ 173.76	\$ 46.95	\$ -	\$ 293.62
1/31/2026	\$ 78.98	\$ 170.11	\$ 47.89	\$ -	\$ 296.99
1/31/2027	\$ 78.98	\$ 166.16	\$ 48.85	\$ -	\$ 293.99
1/31/2028	\$ 85.06	\$ 162.21	\$ 49.83	\$ -	\$ 297.10
1/31/2029	\$ 91.13	\$ 157.96	\$ 50.82	\$ -	\$ 299.92
1/31/2030	\$ 91.13	\$ 153.40	\$ 51.84	\$ -	\$ 296.38
1/31/2031	\$ 97.21	\$ 148.85	\$ 52.88	\$ -	\$ 298.93
1/31/2032	\$ 103.28	\$ 143.99	\$ 53.94	\$ -	\$ 301.20
1/31/2033	\$ 109.36	\$ 138.82	\$ 55.01	\$ -	\$ 303.20
1/31/2034	\$ 115.43	\$ 133.36	\$ 56.11	\$ -	\$ 304.90
1/31/2035	\$ 115.43	\$ 127.58	\$ 57.24	\$ -	\$ 300.25
1/31/2036	\$ 121.51	\$ 121.81	\$ 58.38	\$ -	\$ 301.70
1/31/2037	\$ 127.58	\$ 115.74	\$ 59.55	\$ -	\$ 302.87
1/31/2038	\$ 139.73	\$ 109.36	\$ 60.74	\$ -	\$ 309.83
1/31/2039	\$ 145.81	\$ 102.37	\$ 61.96	\$ -	\$ 310.14
1/31/2040	\$ 151.89	\$ 95.08	\$ 63.19	\$ -	\$ 310.16
1/31/2041	\$ 157.96	\$ 87.49	\$ 64.46	\$ -	\$ 309.90
1/31/2042	\$ 164.04	\$ 79.59	\$ 65.75	\$ -	\$ 309.37
1/31/2043	\$ 176.19	\$ 71.39	\$ 67.06	\$ -	\$ 314.64
1/31/2044	\$ 182.26	\$ 62.58	\$ 68.40	\$ -	\$ 313.24
1/31/2045	\$ 194.41	\$ 53.46	\$ 69.77	\$ -	\$ 317.65
1/31/2046	\$ 200.49	\$ 43.74	\$ 71.17	\$ -	\$ 315.40
1/31/2047	\$ 212.64	\$ 33.72	\$ 72.59	\$ -	\$ 318.95
1/31/2048	\$ 224.79	\$ 23.09	\$ 74.04	\$ -	\$ 321.92
1/31/2049	\$ 236.94	\$ 11.85	\$ 75.52	\$ -	\$ 324.31
Total	\$ 3,791.06	\$ 3,601.51	\$ 1,725.28	\$ -	\$ 9,117.84

[a] Interest is calculated at a 5.00% rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – MAJOR IMPROVEMENTS ALLOCATION

		Estimated				Average Annual		Average Annual		Equivalent Tax
Lot Type	Units	Buildout Value	Estimated	Assessment	Average Annual	Assessment Per	Installment per	Installment per	Rate (per	
		per Unit	Buildout Value		Installment	Unit	Unit		\$100/AV)	
Phase 1										
50' Lot	111	\$ 270,000	\$ 29,970,000	\$ 398,660	\$ 31,887	\$ 3,592	\$ 287	\$	0.1064	
60' Lot	7	\$ 285,000	\$ 1,995,000	\$ 26,537	\$ 2,123	\$ 3,791	\$ 303	\$	0.1064	
Village Cluster	94	\$ 230,500	\$ 21,667,000	\$ 288,214	\$ 23,053	\$ 3,066	\$ 245	\$	0.1064	
Office	47,011	\$ 200	\$ 9,402,200	\$ 125,068	\$ 10,003	\$ 2.66	\$ 0.21	\$	0.1064	
Restaurant	1,567	\$ 180	\$ 282,060	\$ 3,752	\$ 300	\$ 2.39	\$ 0.19	\$	0.1064	
Retail	7,835	\$ 180	\$ 1,410,300	\$ 18,760	\$ 1,500	\$ 2.39	\$ 0.19	\$	0.1064	
			\$ 64,726,560	\$ 860,990	\$ 68,866					
Remainder Parcel										
50' Lot	339	\$ 285,505	\$ 96,786,144	\$ 1,287,445	\$ 102,975	\$ 3,798	\$ 304	\$	0.1064	
60' Lot	40	\$ 299,364	\$ 11,974,560	\$ 159,285	\$ 12,740	\$ 3,982	\$ 319	\$	0.1064	
Village Cluster	30	\$ 239,720	\$ 7,191,600	\$ 95,662	\$ 7,651	\$ 3,189	\$ 255	\$	0.1064	
Office	198,722	\$ 214	\$ 42,520,272	\$ 565,603	\$ 45,239	\$ 2.85	\$ 0.23	\$	0.1064	
Restaurant	25,522	\$ 194	\$ 4,963,350	\$ 66,022	\$ 5,281	\$ 2.59	\$ 0.21	\$	0.1064	
Retail	33,111	\$ 193	\$ 6,389,437	\$ 84,992	\$ 6,798	\$ 2.57	\$ 0.21	\$	0.1064	
			\$ 169,825,363	\$ 2,259,010	\$ 180,685					

EXHIBIT I – MAPS OF MAJOR IMPROVEMENTS

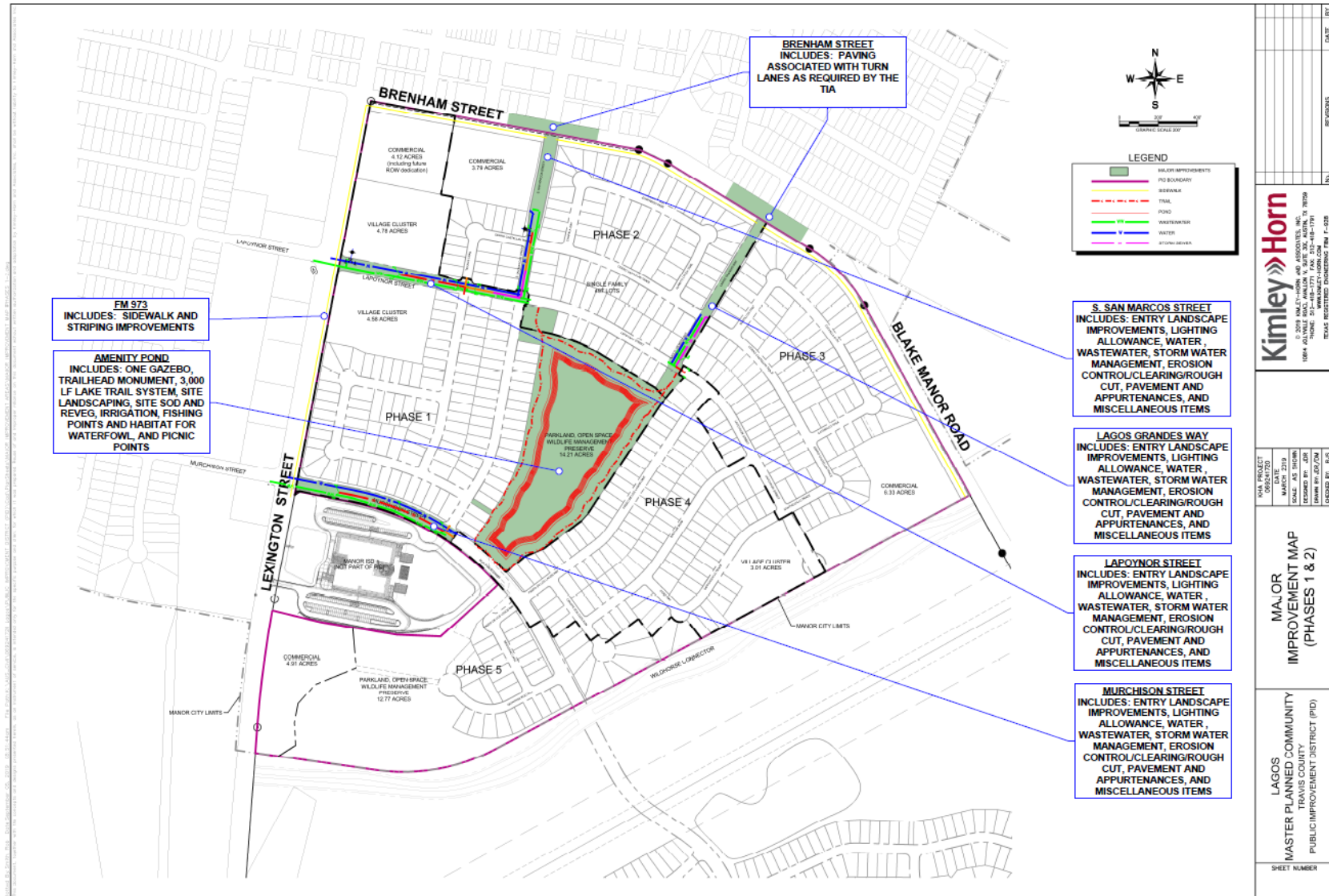


EXHIBIT J – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
350 Rufe Snow Drive, Suite 200
Keller, TX 76248

[Date]
Travis County Clerk's Office
Honorable [County Clerk Name]
5501 Airport Boulevard
Austin, Texas 78751

Re: City of Manor Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Manor is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Manor
Attn: [City Secretary]
105 E. Eggleston Street
Manor, TX 78653

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
105 E. Eggleston Street
Manor, TX 78653

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Manor, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Manor, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about March 20, 2019, the City Council for the City, approved Resolution No. 2019-02, creating the Lagos – City of Manor Public Improvement District; and

WHEREAS, the Lagos – City of Manor Public Improvement District consists of approximately 173 contiguous acres located within the City; and

WHEREAS, on or about October 16, 2019, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Lagos – City of Manor Public Improvement District; and

EXHIBIT K-1 – PHASE 1 COMMERCIAL LEGAL DESCRIPTION

A METES AND BOUNDS DESCRIPTION OF A 4.120 ACRE TRACT OF LAND

BEING 4.120 acre (179,467 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 675.6978 acre tract described in instrument to 706 Investment Partnership, LTD, as described in document No. 2005114143 of the Official Public Records of Travis County; and being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with a plastic cap stamped "KHA" set at the intersection of the southerly right-of-way line of Blake Manor Road (width varies), with the easterly right-of-way line of F.M. 973 (100' width), marking the northwest corner of said 675.6978 acre tract;

THENCE, South 79°43'00" East, 440.25 feet along the southerly right-of-way line of said Blake Manor to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the northeast corner of herein described tract;

THENCE, South 10°19'09" West, 408.18 feet crossing said 675.6978 acre tract to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the northeasterly line of Lot 1, Block B, Lagos Phase 1, plat of which is recorded in Document No. 201800065 of the Official Public Records of Travis County;

THENCE, North 79°02'12" West, 444.81 feet along the northeasterly line of said Lot 1, Block B to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the easterly right-of-way line of said F.M. 973 for the southwest corner of herein described tract;

THENCE, North 10°57'49" East, 402.93 feet along the easterly right-of-way line of said F.M. 973 to the **POINT OF BEGINNING** and containing 4.120 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier
9-3-2019

EXHIBIT OF A
4.120 ACRE TRACT
JAMES MANOR SURVEY NO. 40
ABSTRACT NO. 546
CITY OF MANOR, TRAVIS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MAV	JGM	SEP. 2019	069241722	1 OF 2

MOSIER, GREG 9/3/2019 10:01 AM \\SNAFF01\DATA\PROJECTS\NA_SURVEY\069241722-LAGOS COMMUNITY\DWG\EXHIBITS\4.120 LEGAL FOR COMMERCIAL TRACT.DWG

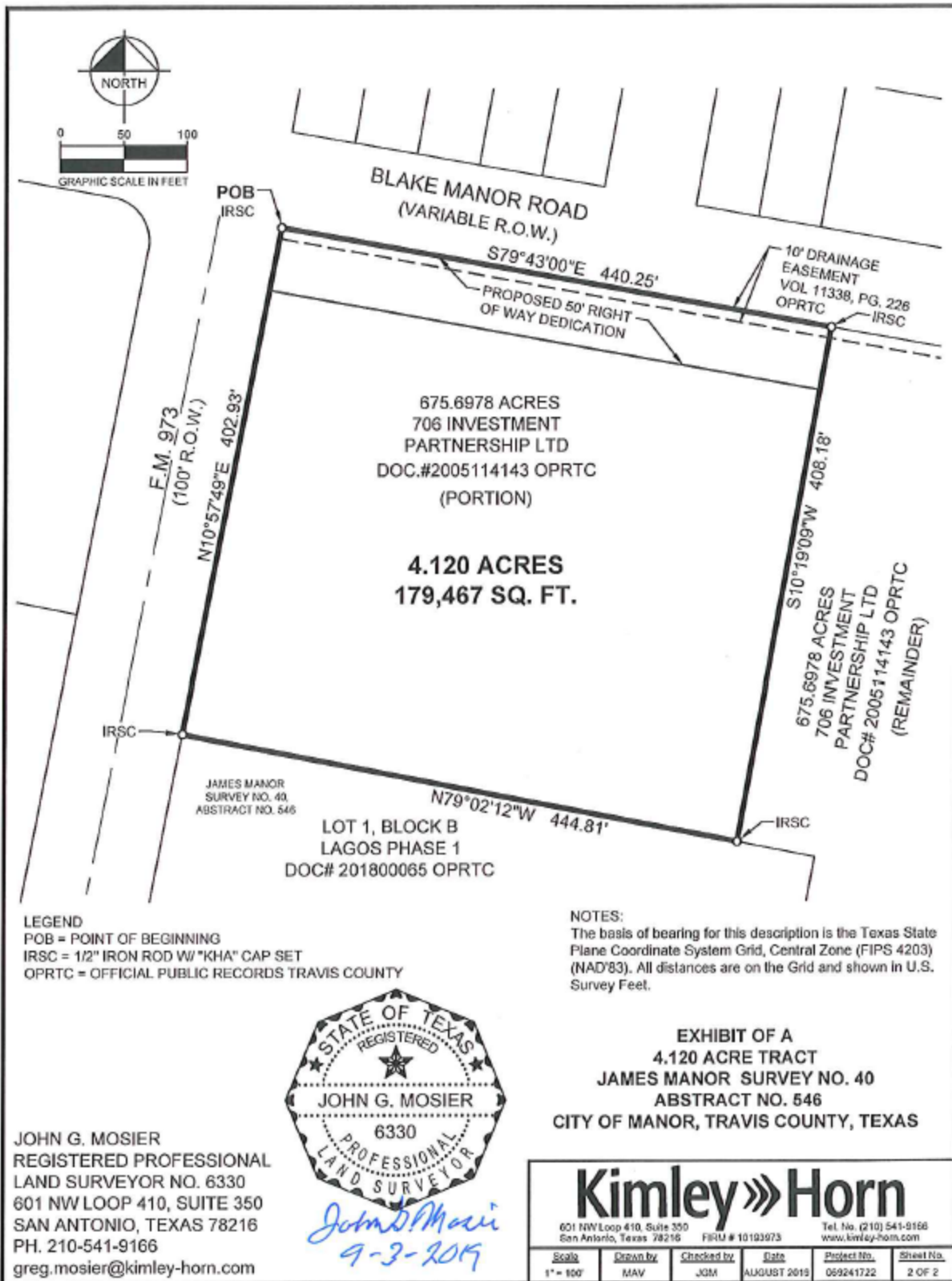
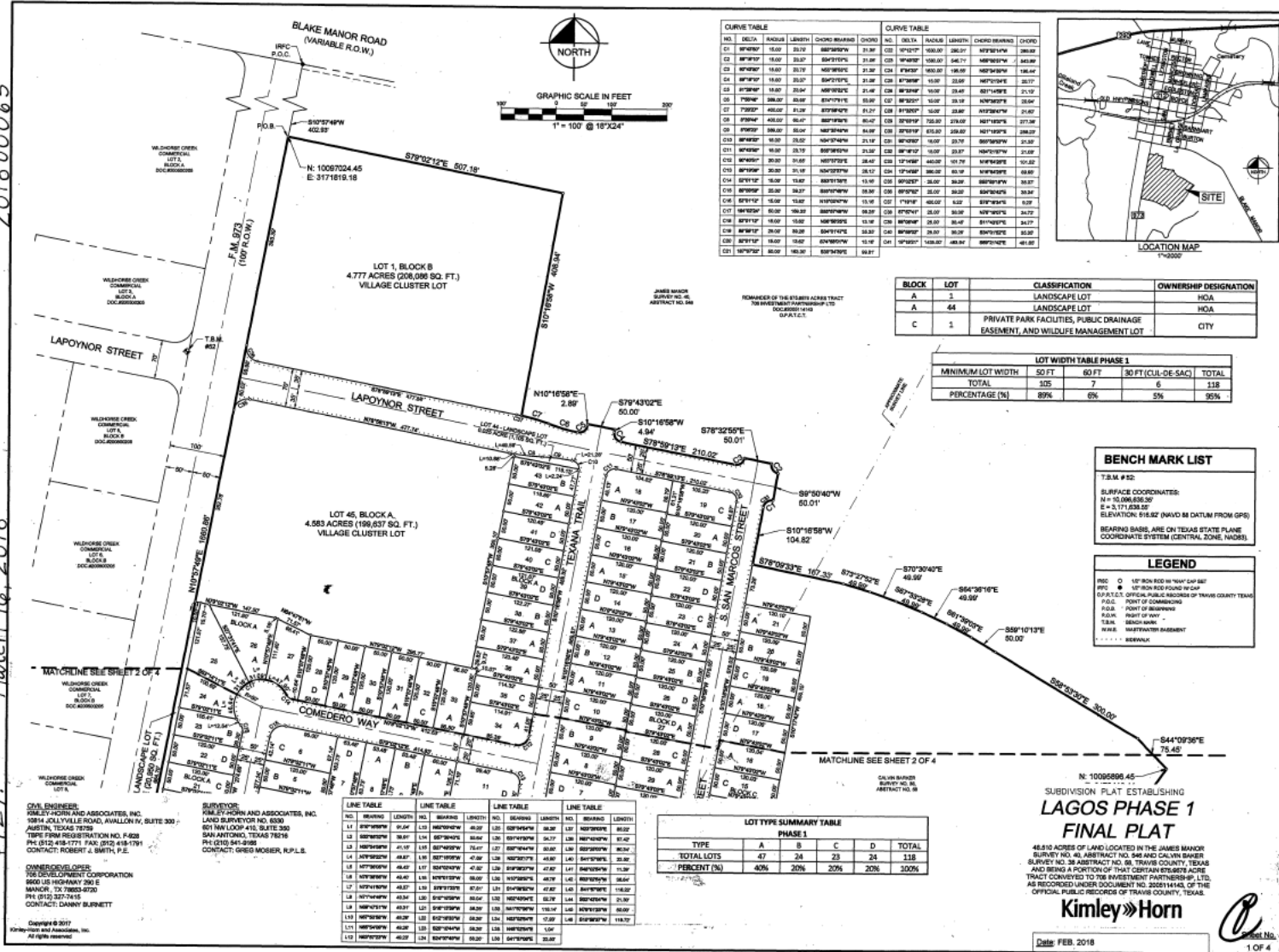


EXHIBIT K-2 – PHASE 1 PLAT

201800065

March 16, 2018

\$129.00



[illegible]

201800065

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 706 DEVELOPMENT CORPORATION, A TEXAS CORPORATION, THE OWNER OF 48.510 ACRE TRACT OF LAND IN THE JAMES MANOR SURVEY NUMBER 42, ABSTRACT NUMBER 548, AND CALVIN BAKER SURVEY NUMBER 16, ABSTRACT NUMBER 58, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 676.9675 ACRE TRACT, CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD., AS RECORDED UNDER DOCUMENT NUMBER 200911443, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID, HAVING BEEN APPROVED FOR SUBDIVISION, PURSUANT TO THE PUBLIC NOTIFICATION AND HEARINGS PROVISION OF CHAPTER 212 AND 232 OF THE LOCAL GOVERNMENT CODE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS LAGOS PHASE 1 OF THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY SUBDIVIDES SAID 48.510 ACRES OF LAND OF SAID IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS LAGOS PHASE 1 AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE, PUBLIC EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSED AND CONSIDERATION THEREON EXPRESSED, SUBJECT TO ANY EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND AND SEAL:

BY: [Signature] 2/26/2018
706 DEVELOPMENT CORPORATION
9905 US HIGHWAY 290 E
MANOR, TX 78655-9732

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 26 DAY OF FEBRUARY, 2018, BY [Signature] AS President OF 706 DEVELOPMENT CORPORATION, AN 80% HALF OF SAID CORPORATION.

[Signature]
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER: 1245460509
MY COMMISSION EXPIRES: 6/30/2019
COUNTY OF TRAVIS
THE STATE OF TEXAS

CONSENT OF LIENHOLDER

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN DATED _____ RECORDED AS DOCUMENT NO. _____ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND THE DEED OF TRUST LIEN DATED _____ AND RECORDED AS _____ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HEREBY CONSENTS TO THE FOREGOING FINAL PLAT AND AGREES THAT ITS DEED OF TRUST LIEN IS SUBJECT TO AND SUBORDINATE TO THE FINAL PLAT, AND THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE AND DELIVER THIS CONSENT OF LIENHOLDER, AND THAT ALL NECESSARY ACTS NECESSARY TO BIND THE LIENHOLDER HAVE BEEN TAKEN.

INTERNATIONAL BANK OF COMMERCE

BY: [Signature]
NAME: Robert Barnes
TITLE: President - ISC Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF MARCH, 2018, BY [Signature] AS President OF THE INTERNATIONAL BANK OF COMMERCE, ON BEHALF OF SAID BANK.

[Signature]
NOTARY PUBLIC
NOTARY REGISTRATION NUMBER: 1245460509
MY COMMISSION EXPIRES: 6/30/2019
COUNTY OF TRAVIS
THE STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, ROBERT J. SMITH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STAND POINT AND COMPLES WITH THE ENGINEERING RELATED PORTION OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS SITE IS LOCATED IN THE COTTONWOOD CREEK WATERSHED.

NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 484830485, EFFECTIVE DATE AUGUST 16, 2014, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

[Signature]
ROBERT J. SMITH, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 106319
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
AUSTIN, TEXAS 78759
CONTACT: ROBERT J. SMITH, P.E.

[Signature] 2-7-18
ROBERT J. SMITH
106319
KIMLEY-HORN AND ASSOCIATES, INC.

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THE STATE OF TEXAS
COUNTY OF BEAUFORT

I, JOHN G. MOSSER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF MANOR, TEXAS SUBDIVISION ORDINANCE IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature] 1-31-2018
JOHN G. MOSSER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
601 NW LOOP 410, SUITE 300
SAN ANTONIO, TEXAS 78216
PH: 210-541-9196

[Seal]

GENERAL NOTES:

1. PROPERTY OWNERS OF THE LOTS ON WHICH THE WASTEWATER EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
2. A 10' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
3. PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADDING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
4. DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY OF MANOR.
5. THE OWNER OF THE SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF MANOR, LAGOS RESIDENTIAL COMMUNITY, INC., A TEXAS CORPORATION, AND/OR ITS SUCCESSORS AND ASSIGNS (THE "HDA") WILL OWN THE FOLLOWING LOTS LOT 1 & 44 BLOCK A. THE HDA WILL MAINTAIN THE FOLLOWING LOT: LOT 1 OF BLOCK C.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
7. NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN THE WASTEWATER EASEMENT OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCINGS, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
8. ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
9. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 14.03 OF THE ENVIRONMENTAL CRITERIA MANUAL.
10. ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
11. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
12. THE SUBDIVISION OWNER/DEVELOPER AS IDENTIFIED ON THIS PLAN IS RESPONSIBLE FOR POSTING FISCAL SURVEY FOR THE CONSTRUCTION OF ALL SIDEWALKS AS SHOWN OR LISTED ON THE PLAN, WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS. IT IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT UNLESS A WAIVER HAS BEEN GRANTED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.
13. DEVELOPMENT FOR THE LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE LAGOS PLANNED UNIT DEVELOPMENT.

CITY OF MANOR ACKNOWLEDGMENTS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE 15 DAY OF March, 2018.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13 DAY OF Dec, 2017.

[Signature]
WILLIAM J. JONES, CHAIRMAN

ATTEST:
[Signature]
LILIANA TUERNA, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS DATE 13 DAY OF Dec, 2017.

[Signature]
RITA G. JONES, MAYOR

ATTEST:
[Signature]
LILIANA TUERNA, CITY SECRETARY

[Seal]

COUNTY OF TRAVIS
STATE OF TEXAS
KNOW ALL ME BY THESE PRESENTS: 2018

I, DANA DEBEAULVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DATE 16 DAY OF MARCH, 2018, AT 2:45 O'CLOCK P.M. RECORDED ON THE DAY OF 16 DAY OF MARCH, 2018, AT 2:45 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 201800065 OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 16 DAY OF MARCH, 2018

DANA DEBEAULVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: [Signature]
Michael P. Gonzales
Michael P. Gonzales

[Seal]

SUBDIVISION PLAT ESTABLISHING
**LAGOS PHASE 1
FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 42, ABSTRACT NO. 548 AND CALVIN BAKER SURVEY NO. 16, ABSTRACT NO. 58, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 676.9675 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 200911443, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Kimley-Horn

201800065

**LEGAL DESCRIPTION
48.530 ACRES OF LAND**

48.530 acres of land located in James Manor Survey No. 40, Abstract No. 546 and the Calvin Barker Survey No. 38, Abstract No. 58, Travis County, Texas and being a portion of that certain called 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114543, Official Public Records of Travis County, Texas, said 48.530 acres being more particularly described as follows:

COMMENCEMENT at a set N 1/4 inch iron rod with KVA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way, with the easterly right of way line of F.M. 979 (D97 R.O.W.), same being the northwesterly corner of said 675.6978 acre tract;

THENCE South 15deg 57' 48" West, along the easterly right of way line F.M. 979, a distance of 402.86 feet, to a set N 1/4 inch iron rod with KVA cap, for the SET N 1/4 INCH (NON 1/4 INCH) CAP OF BEGINNING of the herein described tract;

THENCE leaving the easterly right of way line of said F.M. 979 and into the said 675.6978 acre tract, the following courses:

South 79°02'53" East, a distance of 527.38 feet to a set N 1/4 inch iron rod with KVA cap;
 South 12°25'58" West, a distance of 404.84 feet to a set N 1/4 inch iron rod;
 Southeastern, along the arc of a curve to the right having a radius of 400.00 feet, a central angle of 57deg 10' 27", an arc length of 51.35 feet and a chord bearing South 75deg 59' 42" East, 21.21 feet, to a set N 1/4 inch iron rod with KVA cap;
 Southeastern, along the arc of a curve to the left having a radius of 380.00 feet, a central angle of 57deg 50' 40", an arc length of 53.50 feet and a chord bearing South 76deg 17' 51" East, 53.99 feet, to a set N 1/4 inch iron rod with KVA cap;
 Northeastern, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 51deg 20' 49", an arc length of 28.84 feet and a chord bearing North 55deg 00' 22" East, 22.48 feet, to a set N 1/4 inch iron rod with KVA cap;
 North 30°12'59" East, a distance of 5.89 feet to a set N 1/4 inch iron rod with KVA cap;
 South 79°42'02" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
 South 10°18'58" West, a distance of 4.54 feet to a set N 1/4 inch iron rod with KVA cap;
 Southeastern, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 51deg 10' 10", an arc length of 23.37 feet and a chord bearing South 34deg 22' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with KVA cap;
 North 78°59'13" East, a distance of 232.02 feet to a set N 1/4 inch iron rod with KVA cap;
 Northeastern, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 50deg 43' 50", an arc length of 23.75 feet and a chord bearing North 55deg 00' 50" East, 21.33 feet, to a set N 1/4 inch iron rod with KVA cap;
 South 18°12'57" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
 Southeastern, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 51deg 10' 10", an arc length of 23.37 feet and a chord bearing South 34deg 22' 02" East, 21.08 feet, to a set N 1/4 inch iron rod with KVA cap;
 South 7°25'40" West, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
 Southeastern, along the arc of a curve to the left having a radius of 15.00 feet, a central angle of 50deg 43' 50", an arc length of 23.75 feet and a chord bearing North 55deg 00' 50" East, 21.33 feet, to a set N 1/4 inch iron rod with KVA cap;
 South 12°25'58" West, a distance of 354.82 feet to a set N 1/4 inch iron rod with KVA cap;
 South 18°09'31" East, a distance of 40.98 feet to a set N 1/4 inch iron rod with KVA cap;
 South 79°27'52" East, a distance of 40.98 feet to a set N 1/4 inch iron rod with KVA cap;
 South 70°32'42" East, a distance of 40.98 feet to a set N 1/4 inch iron rod with KVA cap;
 South 57°33'28" East, a distance of 40.98 feet to a set N 1/4 inch iron rod with KVA cap;
 South 64°38'18" East, a distance of 40.98 feet to a set N 1/4 inch iron rod with KVA cap;
 South 61°38'01" East, a distance of 40.98 feet to a set N 1/4 inch iron rod with KVA cap;
 South 58°32'13" East, a distance of 50.00 feet to a set N 1/4 inch iron rod with KVA cap;
 South 58°39'39" East, a distance of 500.00 feet to a set N 1/4 inch iron rod with KVA cap;
 South 64°09'56" East, a distance of 75.45 feet to a set N 1/4 inch iron rod with KVA cap;
 South 12°12'25" West, a distance of 68.42 feet to a set N 1/4 inch iron rod with KVA cap;
 South 10°18'58" West, a distance of 49.15 feet to a set N 1/4 inch iron rod with KVA cap;
 South 33°38'30" West, a distance of 200.00 feet to a set N 1/4 inch iron rod with KVA cap;
 South 54°27'38" West, a distance of 55.03 feet to a set N 1/4 inch iron rod with KVA cap;
 South 58°34'12" West, a distance of 41.07 feet to a set N 1/4 inch iron rod with KVA cap;
 South 57°24'54" West, a distance of 51.56 feet to a set N 1/4 inch iron rod with KVA cap;
 South 50°23'30" West, a distance of 59.25 feet to a set N 1/4 inch iron rod with KVA cap;
 South 48°42'30" West, a distance of 68.90 feet to a set N 1/4 inch iron rod with KVA cap;
 Northwestern, along the arc of a curve to the left having a radius of 1435.00 feet, a central angle of 13deg 07' 58", an arc length of 255.00 feet and a chord bearing North 55deg 10' 00" West, 225.30 feet, to a set N 1/4 inch iron rod with KVA cap;
 South 54°23'23" West, a distance of 70.05 feet to a set N 1/4 inch iron rod with KVA cap located in the northerly line of that certain 13.34 acre tract of land conveyed to Board Trustees of the Manor Independent School District, as described in Document Number 201511206, Official Public Records of Travis County, Texas;

THENCE along the said 13.34 acre tract, the following course:

Northern, along the arc of a curve to the left having a radius of 1360.00 feet, a central angle of 15deg 14' 51", an arc length of 253.84 feet and a chord bearing North 63deg 28' 12" West, 150.05 feet, to a set N 1/4 inch iron rod with KVA cap;
 North 79°12'22" West, a distance of 208.38 feet to a set N 1/4 inch iron rod with KVA cap;
 Southeastern, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 51deg 07' 48", an arc length of 38.26 feet and a chord bearing South 55deg 00' 18" West, 35.36 feet, to a set N 1/4 inch iron rod with KVA cap located in the easterly right of way line F.M. 979;

THENCE North 10°12' 48" East, along the easterly right of way line F.M. 979, a distance of 1560.86 feet, to the **POINT OF BEGINNING** and containing 48.530 acres (1,113,106 square feet) of land, more or less.

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

LAGOS PHASE 1

GENERAL INFORMATION:

TOTAL ACREAGE.....48.510 ACRES
 LINEAR FOOT OF 50' ROW.....4,449'
 LINEAR FOOT OF 70' ROW.....1,375'
 NUMBER OF SINGLE FAMILY LOTS.....118
 ACREAGE OF SINGLE FAMILY LOTS.....25.284 ACRES
 NUMBER OF NON-RESIDENTIAL LOTS.....5
 ACREAGE OF NON-RESIDENTIAL LOTS.....23.226 ACRES
 TOTAL NUMBER OF LOTS.....123

**SUBDIVISION PLAT ESTABLISHING
LAGOS PHASE 1
FINAL PLAT**

48.510 ACRES OF LAND LOCATED IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546 AND CALVIN BAKER SURVEY NO. 38 ABSTRACT NO. 58, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 675.6978 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. AS RECORDED UNDER DOCUMENT NO. 2005114543, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Kimley»Horn

Sheet No.
4 OF 4

Date: FEB. 2018

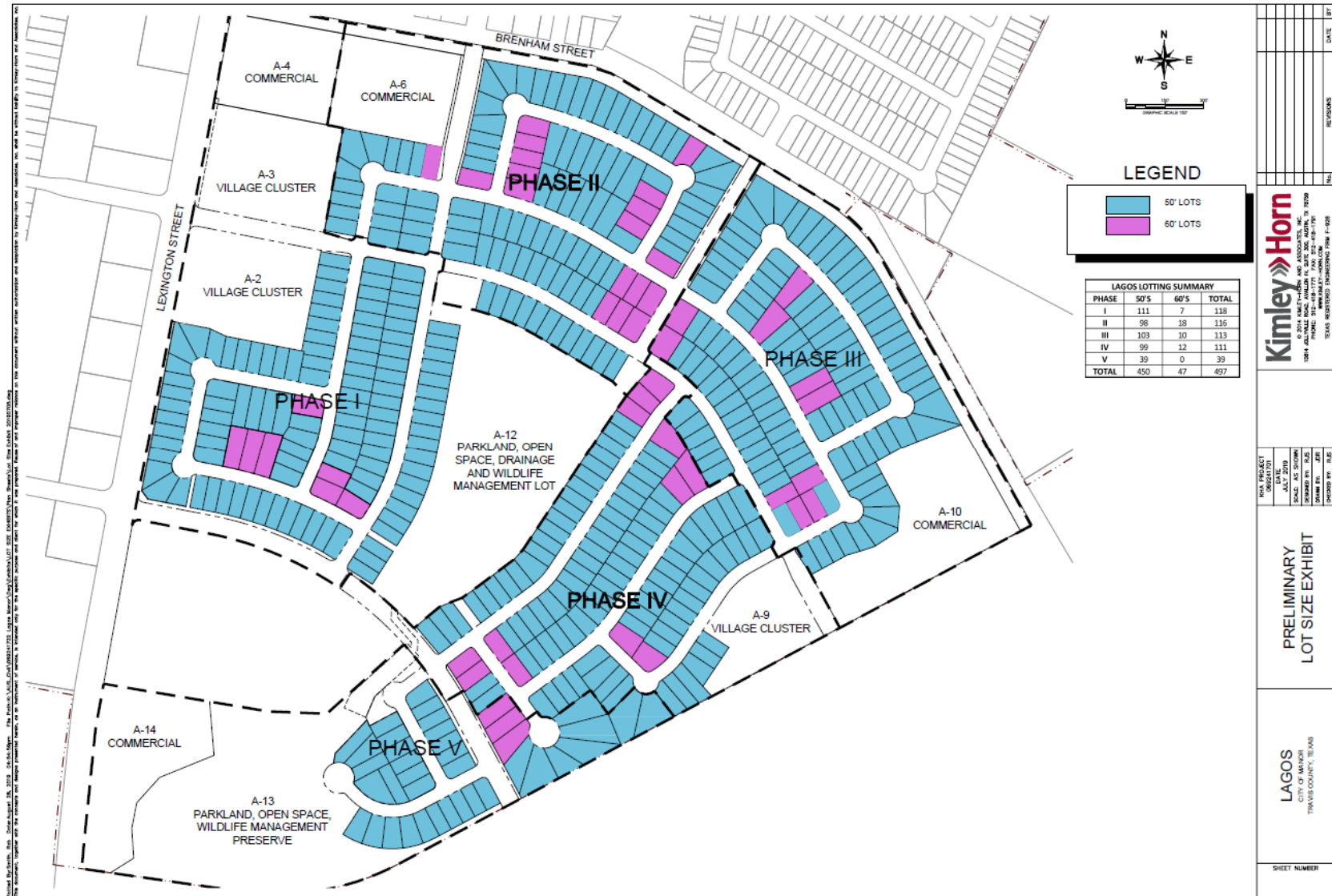
CIVIL ENGINEER
 KIMLEY-HORN AND ASSOCIATES, INC.
 10614 JOLLYVILLE ROAD, AVALON IV, SUITE 300
 AUSTIN, TEXAS 78759
 TEXAS PROFESSIONAL ENGINEERING NO. F-638
 PH: (512) 418-1771 FAX: (512) 418-1791
 CONTACT: ROBERT J. SMITH, P.E.

SURVEYOR
 KIMLEY-HORN AND ASSOCIATES, INC.
 LAND SURVEYOR NO. 6390
 601 NW LOOP 410, SUITE 300
 SAN ANTONIO, TEXAS 78216
 PH: (210) 841-4068
 CONTACT: GREG MOSIER, R.P.L.S.

OWNER/DEVELOPER
 706 DEVELOPMENT CORPORATION
 8600 US HIGHWAY 290 E
 MANOR, TX 76664-9720
 PH: (817) 327-7418
 CONTACT: DANNY BURNETT

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EXHIBIT L – CONCEPT AND PHASING PLAN





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a contract between Travis County and the City of Manor for the collection of Lagos PID assessments; and authorizing the Mayor or City Manager to execute the contract.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Contract

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a contract between Travis County and the City of Manor for the collection of Lagos PID assessments; and authorize the Mayor or City Manager to execute the contract.

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

**AGREEMENT FOR BILLING AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY
AND THE CITY OF MANOR
RELATED TO THE LAGOS PUBLIC IMPROVEMENT DISTRICT**

This agreement (the "Agreement") is between Travis County (the "County"), a political subdivision of the State of Texas, and the City of Manor (the "City"), a home rule municipality of the State of Texas, for billing and collection services related to the Lagos Public Improvement District (the "District"), a public improvement district created by and authorized by the City.

RECITALS

A. The City authorized the creation of the District, effective on March 20, 2019, by a majority vote of all members of the City Council adopting a resolution in accordance with the City Council's findings under Section 372.010 of the Texas Public Improvement District Assessment Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.030). The City may, from time to time, amend such resolution or reauthorize the District in the future, and this Agreement will remain in force.

B. The City intends to adopt an assessment plan that apportions the cost of the planned services and improvements among the parcels of real property in the District and prepare a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. Before levying the Assessments, the City will publish and mail the required notices and hold a public hearing in accordance with Sec. 372.017 of the PID Act to hear all objections to the proposed assessments. If the City passes on all objections to the proposed assessments, the City will adopt an assessment plan that apportions the cost

of the planned services and improvements among the parcels of real property in the District, prepare an assessment roll stating the amount of the assessment due from each parcel, and provide in the order that the Assessments may be paid in annual installments.

C. The City will manage and administer public improvement districts created by the City, including the District. The City has selected a third party administrator (the “Administrator”) to assist the City in the management of the District, including the management of assessment revenue collected from assessable property within the District, and payment of City’s bond debt through a depository bank, with trust powers, selected by the City (“City Depository Bank”). The City’s Public Improvement District Policy requires that the annual installments of the Assessments be billed and collected by the County Tax Assessor-Collector.

D. This Agreement sets out the duties and responsibilities of the County and City related to the billing and collection of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Interlocal Cooperation Act (Tex. Gov’t Code Chapter 791).

E. Except as otherwise specifically provided herein, the term “Assessment” as used in this Agreement refers to both the fully-apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installment due from each such parcel.

AGREEMENT

In consideration of the mutual promises stated herein, the County and City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent City for all purposes related to the billing and collection of such installments, except as stated below. The County, acting through the Tax Assessor-Collector, agrees to perform for City all of the duties of City related to the billing and collection of the installments provided in the assessment plan and Texas law.
2. Exclusions. This Agreement will not include billing or collection of the following:
 - 2.1 Any installments of the Assessments due prior to the effective date of this Agreement,
 - 2.2 Assessments in amounts other than annual installments,
 - 2.3 Any installments of the Assessments that are for years for which a tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and
 - 2.4 Any Assessments on property for which the owner has deferred collection of the property taxes as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of City and its Administrator. County will notify City and its Administrator of any Assessments that are excluded under paragraph 2.3 or 2.4 above within 60 days after the Tax Assessor-Collector is notified of the tax lien transfer or collection deferral.

3. Term of Agreement. The term of this Agreement will begin on the latest date of execution set out below (“the Effective Date”) and will terminate on December 31, 2022 unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the initial term. If the Agreement is renewed and extended after the initial term, thereafter it will be renewed and extended automatically for succeeding one-year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 calendar days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such notice, until the suit is dismissed or a sale of the property occurs and the proceeds are disbursed.
4. Assessment Data. Each year during the term of this Agreement, City will provide data to the Tax Assessor-Collector on or before September 1 as to the amount of the annual installment due for that year on the Assessment against

each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to City in the event of any required format change in the electronic file. City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of City. The annual installments will be billed to the property owners named in the current tax appraisal roll of the Travis Central Appraisal District for the year of the installments. If City fails to inform the Tax Assessor-Collector of the amounts of the annual installments by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to City according to paragraph 13 below. The initial delivery of data by City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments prior to the Effective Date of this Agreement. The Tax Assessor-Collector will make available to City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the City of Manor."
6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to City Depository Bank daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in paragraph 10 below. City will provide the Tax Assessor-Collector with the instructions for making such daily remittances to City Depository Bank. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of

property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which a tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by City or its Administrator for amounts billed by the Tax Assessor-Collector, they will be remitted by City to the Tax Assessor-Collector. City will notify the Tax Assessor-Collector if any Assessment is prepaid to City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, City will notify each owner of property in the District, except for owners of exempt property, by first class mail that the installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. Foreclosure Suits. The County Attorney will act as the attorney for City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. In consultation with City, the County Attorney and the Tax Assessor-Collector will control the filing and conduct of foreclosure suits. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. However, the assessment lien runs with the land, and the portion of the Assessment that has not yet come due is not eliminated by the foreclosure of an ad valorem tax lien, according to Section 372.018(d) of the PID Act.
9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor City assumes any responsibility to a third party in connection with this Agreement.
10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, City agrees to pay the County the following:

- 10.1 A one-time fee of \$1,000.00 within thirty (30) days after the effective date of this Agreement for software modification, data entry, contract drafting, and other start-up costs, to be paid from the Lagos Public Improvement District petitioner's escrow account held by City Depository Bank; and
- 10.2 An annual parcel fee for each parcel or tract of land in the District, in an amount to be set annually by the Travis County Commissioner's Court. The parcel fee will be equal to the parcel fee set for the year by the City Council for the billing and collection by the Tax Assessor-Collector of property taxes for jurisdictions located wholly or partially in Travis County. City agrees that the Tax Assessor-Collector may deduct the pro rata amount of the parcel fee from the first installments collected, prior to the remittance of the collections to City Depository Bank. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection. City will include the parcel fee in each annual budget of administrative expenses for the District.

Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments, City agrees to reimburse such costs within 30 days after being billed for them by the County; provided, however, that such reimbursement shall solely be payable from Assessments or the administrative expenses collected as part of the annual installment of assessments pursuant to the service and assessment plan.

11. Administrator. Pursuant to the agreement between the Administrator and City or at the direction of City, the Administrator may perform, on behalf of City, any action to be taken by the City hereunder.
12. Entire Agreement. This Agreement sets out the entire agreement between the County and City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and City authorized by their respective governing bodies.
13. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

COUNTY: Travis County Tax Assessor-Collector
P.O. Box 149328
Austin, Texas 78714-9328

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

CITY: City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, Texas 78653

WITH A COPY TO: The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

WITH A COPY TO: City Depository Bank

UMB Bank
Attn: Jose Gaytan
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

14. Limited Liability. The County will not be liable to City or the bond holders of the District for any failure to collect the installments of the Assessments. The Tax Assessor-Collector will not be liable for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector also will not be liable for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.
15. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.
16. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.

17. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas.
18. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and City designates the City Manager and/or his or her designee to represent City for all purposes related to this Agreement.
19. Authorization. The undersigned representatives warrant that they are duly authorized by their respective governing bodies to execute this Agreement on behalf of the parties.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS

CITY OF MANOR

By: _____
Sarah Eckhardt
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

By: _____
Rita G. Jonse
Mayor
105 E. Eggleston Street
Manor, Texas 78653

DATE: _____

DATE: _____

Approved:

DAVID ESCAMILLA
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____
Elliott Beck
State Bar No. _____
Assistant County Attorney



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on adopting an ordinance amending the Code of Ordinances of the City of Manor, Chapter 4, Business Regulations by adding Article 4.10 to Chapter 4 establishing requirements and procedures for the development and construction of new recreational vehicle parks; and providing for related matters.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 551

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 551 amending the Code of Ordinances of the City of Manor, Chapter 4, Business Regulations by adding Article 4.10 to Chapter 4 establishing requirements and procedures for the development and construction of new recreational vehicle parks; and providing for related matters.

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

CITY OF MANOR, TEXAS

ORDINANCE NO. 551

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING ARTICLE 4.10, TO CHAPTER 4, BUSINESS REGULATIONS, ESTABLISHING REQUIREMENTS AND PROCEDURES FOR THE DEVELOPMENT AND CONSTRUCTION OF NEW RECREATIONAL VEHICLE PARKS; PROVIDING FOR THE EXPANSION, IMPROVEMENT, OR MODIFICATION OF EXISTING RECREATIONAL VEHICLE PARKS; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE MANAGEMENT AND OPERATION OF RECREATIONAL VEHICLE PARKS; PROVIDING A PENALTY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor desires to adopt requirements and procedures for the development and construction of new recreational vehicle parks; for the expansion, improvement, or modification of existing recreational vehicle parks; and for the management and operation of recreational vehicle parks;

WHEREAS, the City Council of the City of Manor, Texas (the "City Council") has determined that the proposed provisions are reasonable and necessary to more effectively regulate recreational vehicle parks.

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 Code of Ordinance. The City Council hereby amends Chapter 4, Business Regulations, of the City of Manor Code of Ordinances to add a new *Article 4.10, Recreational Vehicle Parks* section to read as follows:

ARTICLE 4.10 RECREATIONAL VEHICLE PARKS

Sec. 4.10.001 Purpose and Intent

(a) Provision is hereby made for the development, construction, enlargement, reconstruction or improvement of recreational vehicle parks within the City. A development designed as a recreational vehicle park shall meet all requirements of this article and any applicable sections of the City's subdivision ordinance in Article 10.02.

(b) The requirements for recreational vehicle parks are established for the protection of the public health, safety and welfare, and for the following purposes:

- (1) To provide adequate space and site diversification for temporary recreational occupancy and to accommodate the needs and requirements of recreational vehicles.
- (2) To protect against pollution, environmental hazards and other objectionable influences.

- (3) To make adequate provisions for vehicular and pedestrian circulation.
- (4) To promote occupancy densities appropriate to and compatible with existing and proposed support facilities.
- (5) To promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of neighborhoods, to conserve the value of land and buildings, and to protect and improve the City's tax base.

Sec. 4.10.002 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning.

Building permit means a written document issued by the City authorizing the construction, modification, or expansion of a recreational vehicle park structure. Buildings, fences, site utilities or other structures authorized in a building permit shall meet the International Building Code as adopted and the standards in this article.

Buffer means open spaces, landscaped areas, fences, walls, berms, or any combination thereof, which are used to physically and visually separate one use or property from an abutting property in order to mitigate the impacts of noise, light, or other nuisance.

Bufferyard means a designated strip of land upon which a buffer is installed.

Camping trailer means a portable unit mounted on wheels and constructed of collapsible partial side walls which fold for towing by another vehicle and unfold to provide temporary living quarters for recreational or camping use.

Dependent recreational vehicle means an RV that is dependent upon a service building for toilet and lavatory facilities, such as a pop-up camper.

Full service park means a park with service buildings to provide for the electrical, water, and sewer needs of camping trailers and dependent recreational vehicles at some or all of the parking pad sites.

Licensee (operator) means any person licensed to operate and maintain a recreational vehicle park under the provisions of this article.

Motor home means a vehicular unit designed to provide temporary living quarters for recreational, camping, or travel use built on and permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van which is an integral part of the completed vehicle.

Operator's license means a written document issued by the City allowing a person to operate and maintain a recreational vehicle park under the provisions of this article.

Partial service park means a park with any combination of the services listed in this section for full service parks. Partial service parks may not be permitted to host one or more types of RVs, depending on which services are offered.

Recreational vehicle, RV means a unit which contains facilities or equipment either for sleeping or temporary living quarters, or both, and which has its own motive power or is designed to be mounted on or towed by another motor vehicle. The term "recreational vehicle" includes, but is not limited to, a motor home, truck camper, travel trailer and camping trailer; provided, however, that a recreational vehicle does not include a boat, a mobile home, or a manufactured home.

Recreational vehicle park, RV park means any lot, tract or parcel of land used in whole or part to provide facilities or accommodations for two (2) or more recreational vehicles used by transients as living or sleeping quarters for the periods of time authorized in this article, and with or without compensation.

Recreational vehicle park development permit means a written document issued by the City authorizing a person to plan, develop, and construct a recreational vehicle park. This permit is required to be approved prior to the issuance of any building permits.

Sanitary station or dump facility means a facility used for removing and disposing of wastes from “dependent” or “self-contained” recreational vehicle holding tanks.

Self-contained recreational vehicle means an RV which can operate independently of connections to sewer, water, and electric systems, which contains a water-flushed toilet, lavatory, shower and kitchen sink, all of which are connected to water storage and sewage holding tanks located within the RV.

Service building means a structure housing toilets, lavatories, showers and other facilities as may be required by this article.

Service sink means a slop sink with a slush rim for the disposal of liquid wastes from “dependent” or “self-contained” recreational vehicles.

Travel trailer means a vehicular portable structure on a permanent chassis, without motive power, designed by the manufacturer to be towed by another vehicle and used as a temporary dwelling for recreational, camping or travel use.

Truck camper means a portable structure designed to fit over or slide into the bed of a standard pickup truck for transport and to be used as a temporary dwelling for recreational or camping use.

Sec. 4.10.003 Nonconforming parks; requirements for existing parks

(a) Recreational vehicle parks operating lawfully prior to the effective date of this article, but which do not conform to the regulations contained herein may continue to operate. Provided, however, that no such park can be expanded or enlarged, and that no such park can be rebuilt or continued after abandonment or discontinuance of use for more than ninety (90) days, except in full conformity with this article. Any services or utilities added to such a park must be constructed and maintained in conformance with this article.

(b) The owner or operator of an existing park must ensure that the following requirements are met:

- (1) No RV shall be parked closer to the perimeter property line than ten feet (10').
- (2) No RV shall be parked closer to any permanent building or access road than ten feet (10').
- (3) A minimum of fifteen feet (15') of clear space shall be maintained between all recreational vehicles in the park.
- (4) The placement of all vehicles does not impede or block the passage of emergency vehicles at any time.
- (5) A site on or off of the park shall be designated as the office, and all documents related to the operation and management of the park shall be maintained at this site. An off-site location shall be approved by the City Manager and all of the documents and files shall be available for inspection upon two hours' notice during regular business hours.

(A) If the office is located off-site, a current registration list of persons authorized to have an RV in the park must be kept on-site and be available to emergency and law enforcement personnel at all times.

(6) The operator license requirements of Section 4.10.006(f).

Sec. 4.10.004 Occupancy

(a) Use as permanent residence. Recreational vehicles shall not be used as residences, nor connected to City utilities as permanent dwellings, except that any RV being used as a residence at the time of adoption of this article may continue as a nonconforming use per the nonconforming use provisions of Article 3.05 - Manufactured Housing.

(b) Length of occupancy in recreational vehicle park. In general, occupancy in a licensed, approved RV park shall be limited to thirty (30) consecutive days, and ninety (90) days cumulative in any one (1) year period.

(1) Self-contained RVs staying in parks where no sanitary dump site is provided on the premises shall be limited to occupancy of ten (10) days in any four (4) month period.

(2) Dependent trailers may not stay in any RV park where service buildings are not provided at the ratio indicated in this article.

(c) Exceptions.

(1) At each permitted or approved recreational vehicle park, one (1) recreational vehicle may be hooked up to City utilities and used as a residence for a night watchman, caretaker, park manager or host. Under this subsection, a qualifying vehicle is one that:

(A) In the traveling mode, does not require a special highway permit;

(B) Is less than eight (8) feet in width;

(C) Is less than forty (40) feet in length exclusive of pulling or towing equipment;

(D) Has a minimum area of one hundred twenty (120) square feet;

(E) When placed on location, has all of the amenities, facilities, and capabilities of a manufactured home; and

(F) Complies with standards of NFPA 501-C, or ANSI standards for the construction of travel trailers which were in effect at the time the travel trailer was constructed.

(2) Such recreational vehicle shall be submetered for water and electricity and any required deposits, hook-up fees or other related costs for connection or disconnection, as well as the monthly usage, shall be paid by the owner or operator of the recreational vehicle park.

Sec. 4.10.005 Park design and operational requirements

(a) Design standards and physical requirements. The requirements in this section are general requirements. For detailed requirements for the permitting, construction, and enlargement of recreational vehicle parks, see [section 4.10.007](#).

(b) RV park size.

(1) Minimum size of site. No recreational vehicle park shall be located on a site of less than two (2) contiguous acres.

(2) Maximum size of site. No recreational vehicle park site shall exceed ten (10) contiguous acres.

(c) Service buildings and grounds. A central service building containing the necessary toilet and other plumbing fixtures of the number and type specified in this article shall be maintained in recreational vehicle parks which provide sites for dependent recreational vehicles.

(1) Service buildings shall be conveniently located within a radius of approximately 300 feet to the spaces to be served.

(2) One service sink shall be provided per service building.

(3) Service buildings housing sanitation facilities, if provided, shall be permanent structures complying with all applicable provisions of this Code, City ordinances, local adopted fire code and state statutes regulating buildings, electrical installations and plumbing and sanitation systems.

(4) The service buildings shall be constructed of durable, moisture-proof, scrubbable material, which may include painted woodwork, which will permit repeated cleaning and washing. The floors of the service buildings shall be of water-impervious material.

(5) Buffer zone. All RV parks shall provide a landscaped bufferyard on all borders to adjoining properties and shall include an eight (8) foot tall opaque fence or wall on all borders. Bufferyard widths shall equal or exceed the setback requirements of Chapter 14, Exhibit A, Article II, Section 20(j).

(6) Bufferyard additional landscaping. Bufferyards to adjoining properties shall at a minimum have 2 large trees, 3 small trees, and 12 shrubs per 100 linear foot of the property. Street frontage landscaping shall conform to the provisions of Article 3.09.003(c) (4). All other landscaping shall conform to the provisions of Article 3.09.

(7) No recreational vehicle space shall be placed closer to the perimeter fence than ten feet (10'). If the adjoining property has been or is currently zoned for single-family residential use, no recreational vehicle space shall be placed within twenty feet (20') of the perimeter fence.

(8) No recreational vehicle space shall be placed closer to any permanent building or access street, internal or external, than ten feet (10').

(9) Lighting. All common buildings and access thereto shall be well lit both inside and out during the night hours and the lighting design shall be in conformance with [Article 3.11](#), Outdoor Lighting.

(d) RV Park Density.

(1) Spaces. The maximum site density for RV parks shall be 20 spaces per acre, where only the recreational vehicle is permitted per recreational vehicle space.

(2) Area. Each recreational vehicle space shall have a minimum area of 1,750 square feet that is a minimum of 25 feet wide consisting of the following:

(A) An RV parking pad measuring no less than 10 feet in width by 24 feet in depth constructed of concrete, gravel, asphalt, crushed rock, or similar material; and each parking pad shall be separated by at least 15 feet of clearance from any adjacent recreational vehicles on all sides with sliders, steps or other features or accessories fully extended; and

(B) A minimum of one off-street parking space for a vehicle that is not the recreational vehicle.

- (3) Accessory Structures. Individual RV spaces are not allowed to have accessory structures, such as awnings, cabanas, carports, garages, porches, storage sheds, etc. Recreational vehicles with factory installed extensions such as expandable spaces or awnings are allowed in the park.
- (e) Site identification. All sites shall be permanently marked and identified by name, number, or letter. The permanent marker identifying the space must be visible day and night from the internal private roadway. Numbers shall be a minimum four (4) inches in height on a contrasting background.
- (f) Design and Maintenance of Sanitary Facilities. Design and maintenance of the sanitary facilities shall be in accordance with the following:
- (1) Buildings shall be well lit at all times, day or night, well ventilated with screened openings, and constructed of moisture-proof material to permit rapid and satisfactory cleaning, scouring and washing.
 - (2) The floors shall be of concrete or other impervious material, elevated not less than four inches above grade, and each room shall be provided with floor drains.
 - (3) Toilet and bathing facilities shall be in separate rooms or each toilet provided in a community toilet house shall be partitioned apart from any other toilet in the same room. The floor surface around the commode shall not drain into the shower floor.
 - (4) Toilet floors and walls shall be of impervious material, painted white or a light color, and be kept clean at all times. Shower stalls shall be made of tile, plaster, cement or some other impervious material and shall be kept clean at all times. Shower stalls shall be partitioned in any manner as to provide privacy and promote cleanliness. If a shower stall is of some impervious material other than tile, cement or plaster, it shall be white or some light color and kept clean at all times.
 - (5) The floor of any bathroom, other than the shower stall, shall be of some impervious material, and the walls of the bathroom, other than the shower stall, shall be made of washable surface, kept clean at all times.
- (g) Number and type of sanitary facilities. Each calculation shall be rounded up to the next nearest whole number, where a minimum of at least one fixture is required. Facilities for males and females shall be separate and located within a permitted building.
- (1) Toilets/stalls.
 - (A) Women: One (1) toilet for every ten sites or fraction thereof, two (2) minimum.
 - (B) Men: One (1) toilet and one (1) urinal for every 20 sites or fraction thereof, (1) each minimum.
 - (2) Lavatories. One (1) lavatory per toilet room minimum, with one lavatory per every two stalls.
 - (3) Showers. One shower facility shall be provided for every twenty sites or fraction thereof, with a minimum of two (2).
 - (4) Accessibility. Accessible facilities and services shall be provided as required by state and federal regulations. An accessibility check, if required, must be completed prior to the issuance of any building permits for the project.
 - (5) Submission of information. The method used and the required number of fixtures must be clearly indicated in the development application documents.

(h) RV Park Access and Circulation.

(1) The entrance of the internal private roadway shall have a pavement width of 30 feet with adequate curb radius and shall have at least one direct connection to a paved public street. If 30 or more RV spaces are provided, two connections to a paved public street are required.

(2) The internal private roadway shall have a pavement width of 25 feet in accordance with City specifications, and shall consist of concrete or asphalt. The roadway may be 15 feet in width if it is designed for one-way roads as long as there is a minimum of 25 feet of unobstructed clearance, and a minimum of 60 feet in turning area and radii, to permit the free movement of emergency vehicles. All roadways must maintain a minimum of fourteen (14) feet of clear vertical space above the drive surface.

(3) No dead-end streets are allowed unless a cul-de-sac is installed in accordance to City specifications.

(4) Each recreational vehicle space shall have direct access to the interior private roadway and shall be constructed of concrete, gravel, asphalt, crushed limestone, or similar material that controls or reduces dust.

(i) Required facilities. Each RV park shall install and maintain the following facilities:

(1) Office. An office for the park manager and a publicly available telephone which shall be accessible for emergency use 24 hours a day, seven days a week.

(2) Laundry and Maintenance Facilities. A laundry and maintenance building shall be included in the site design.

(3) Off-Street Parking. Each RV park shall provide a common guest parking lot consisting of one parking space for every five recreational vehicle spaces.

(j) Availability of records. Copies of all records pertaining to the management and supervision of the park, as well as all rules and regulations of the park, shall be stored in the office. All records, rules and regulations shall be available for inspection by law enforcement officers, public health and other officials whose duties necessitate acquisition of the information contained therein.

(k) Operational requirements.

(1) Operator's license required; fee. It shall be unlawful for any person to operate a recreational vehicle park within the City without a recreational vehicle park operator's license pursuant to section 4.10.006(f). A person employed to operate a recreational vehicle park shall:

(A) Obtain a RV park operator license;

(B) Pay the fees applicable to the operator license in the fee schedule in Appendix A of this Code of Ordinances; and

(C) Ensure the license certificate is posted in a conspicuous location in the park office or on the premises of the recreational vehicle park at all times.

(2) Registration of recreational vehicles. Prior to allowing a recreational vehicle to be placed within a recreational vehicle park, the owner or his agent shall cause such recreational vehicle to be registered on a check-in/check-out list. The list shall include the name and permanent address of the owner or occupant of the vehicle, and a description of the make, model and license of the recreational vehicle, the length of stay, the location of the vehicle in the park by site identification, the condition of the

recreational vehicle and the number of occupants. Such list shall be kept in the offices of the park.

(3) Park rules and regulations. It is the duty of the owner, agent, representative or manager to prescribe rules and regulations for the management of the park, to make adequate provisions for the enforcement of such rules and to subscribe to all subsequent rules and regulations which may be adopted for the management of such park. Copies of all such rules and regulations shall be furnished to the City and to guests of the recreational vehicle park. In addition thereto, it is the duty of the owner, agent, representative or manager to comply strictly with the following:

- (A) Provide for regular inspection of the water and sanitary conveniences and maintain all utilities and services in a safe and operational manner;
- (B) Provide for the collection and removal of garbage and waste material;
- (C) Provide for the concealment or storage of unsightly material or used vehicles of any kind;
- (D) Not allow any recreational vehicle, travel trailer or other structure not in compliance with this article to be or remain in the park; and
- (E) Not allow, suffer or permit any person to occupy any lot, plot or parcel for sleeping, eating and living purposes other than for recreational purposes for periods of time not to exceed the duration set forth in this article, with exceptions thereto.
- (F) Use of bottled gas or liquefied petroleum gas. Bottled gas for cooking purposes shall not be used at individual recreational vehicles or travel trailer lots unless the containers are properly connected by copper or other approved tubing. Bottled gas cylinders shall be securely fastened in place. Bottled gas shall be located on a recreational vehicle or travel trailer, and outside such vehicle, in compliance with state regulations. State and local regulations applicable to the handling of bottled gas and fuel oil must be followed.
- (G) Outdoor cooking fires. Outdoor fires for cooking are permitted as long as they are contained in an approved structure or fixture designated for that purpose and are attended at all times.

(4) Maintenance.

- (A) All grounds in the RV park shall be:
 - (i) Paved, covered with stone, rock, or other similar solid material, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust; and
 - (ii) Maintained free of accumulation of high grass, weeds, debris, and heavy undergrowth and free from insect, rodent, and snake harborage or the breeding of flies, mosquitoes or other pests. This requirement does not apply to the required bufferyard, which should be allowed to fill in with natural vegetation over time.
 - (iii) RV spaces shall be maintained free of accumulation of debris.
- (B) The owner or operator of a recreational vehicle park shall maintain all service buildings, fixtures, and equipment in a clean and sanitary condition and in a state of good repair.

(C) Recreational vehicle operators and occupants have an obligation to observe all recreational vehicle park rules as well as the nuisance regulations of the City and any state or federal statutes related to the operation, use, or occupancy of a recreational vehicle. The park operator shall provide a copy of the City's nuisance regulations to the occupants of the park. The nuisance regulations shall be enforced by park management.

(5) Rodent and vector control.

(A) The park owner or operator shall implement a rodent and vector control program covering the entire park premises with a schedule calling for extermination treatments a minimum of once every six months and for procedures to identify and control rodents and vectors. The extermination treatments shall be conducted in a manner and utilize chemicals acceptable to the City.

(B) A code enforcement officer may inspect RV park sites and facilities a minimum of once every six months for compliance with this section. At the time of the inspection, the inspector shall be provided with documents verifying the extermination treatments have occurred within the preceding six-month period and that the park has administered its program to identify and control rodents and vectors.

(C) The presentation of a service receipt from a professional licensed pest control contractor will satisfy the requirement for timely extermination treatments. If the owner or operator conducts the extermination treatment without using a professional exterminator, the owner or operator shall request certification from the Austin/Travis County Health and Human Services Department at the time the extermination occurs and furnish the code enforcement officer with documents sufficient to show that the extermination treatment has been accomplished in a compliant manner.

(D) It is unlawful for any person to fail to have the necessary rodent and vector extermination conducted in accordance herewith, and it is also unlawful to fail to present to the code enforcement officer upon request the necessary verification of such effective extermination or fail to allow the required entry to the premises.

(6) Failure to comply. Failure to comply with the operational requirements shall be cause for revocation or nonrenewal of the operator's license.

(1) Utilities.

(1) Connection to utilities required. Where available, all recreational vehicles shall be properly connected to an approved water, sewer and electrical system in accordance with City regulations and subject to all applicable ordinances, rules and regulations of the City.

(2) Drainage. The ground surface in all parts of the RV park shall be graded and designed to drain all stormwater and surface water in a safe, efficient manner. A stormwater management plan is required in conformance with Article 6.06, Erosion and Sedimentation Control.

(3) Electrical System. All common buildings and RV spaces shall be provided with a connection to the electrical system, which shall be installed underground in accordance with the most currently adopted National Electric Code (NEC). The electrical system shall be installed as follows:

- (A) A master electric meter shall be installed to serve the RV park. Sub-metering or remetering for private purposes by the owner/operator of the RV park is permitted however sub-metering or remetering of individual RV spaces for public purposes, as determined by the City, such as meter reading and utility billing of individual RV spaces is not permitted.
 - (B) Each Recreational Vehicle space shall conform to the latest adopted NEC Article 551 and 552.
 - (C) The location of all underground lines shall be clearly marked by surface signs at approved intervals.
 - (D) Power supply to each space shall be in accordance with NEC 551.71(E). Outlets (receptacles or pressure connectors) shall be housed in an Underwriters' Laboratories, Inc., approved weatherproof outlet box.
 - (E) A watertight seal shall be provided for underground conduit in floodplain installations and a riser extending a minimum of two feet above the floodplain elevation shall be provided.
 - (F) The owner of the park shall be responsible for the payment of the electric bill and all deposits, disconnection and other applicable fees to the electric service provider.
- (4) Water System. All common buildings and RV spaces shall be provided with a connection to an approved water system. The City must approve all proposed water facility plans prior to construction. The water distribution system shall be designed as follows:
- (A) A master water meter shall be installed to serve the RV park. Sub-metering or remetering of individual RV spaces for public purposes, such as meter reading and utility billing of individual RV spaces, is prohibited.
 - (B) A reduced pressure principle backflow preventer is required to be placed at the lot line on the discharge side of the master meter. In addition, a backflow preventer must be placed at each of the connections for each RV space and located on the right side of the space.
 - (C) Water riser service branch lines shall extend at least four inches above ground elevation. The branch line shall be at least 3/4-inch.
 - (D) Adequate provisions shall be made to protect service lines, valves and riser pipes from freezing. Surface drainage shall be diverted from the location of utility connections at each space.
 - (E) A shut-off valve below the frost line shall be provided on each branch line.
 - (F) The park owner or operator shall have complete maintenance responsibility for the water system within the RV park.
 - (G) The water service provider has no maintenance responsibility for service lines within the RV park. The responsibility of the water service provider stops at the lot line.
 - (H) All hose bibs shall have backflow protection.
- (5) Fire Protection.

- (A) The RV park shall conform to City requirements for fire protection water distribution systems so as to provide adequate water flow for fire protection in the park.
- (B) Each RV space shall be within 500 feet of a fire hydrant. If an approved water system is not available, the owner/operator shall install and maintain an above ground on-site water storage system, as approved by the Fire Code Official that has a minimum capacity of 20,000 gallons, if one does not already exist on-site. The pond or container shall be filled at all times and be connected to a dry hydrant. The dry hydrant shall have a standard four-inch connection or other such size as approved by the Fire Chief and be installed in a location that is accessible to emergency vehicles.
- (C) Open fires may be allowed, but only in a manner and within a container approved by the Fire Chief. Cooking fires shall conform to Section 4.10.007(k)(4)(G) of this Article.
- (6) Wastewater System. All common buildings and RV spaces shall be provided with a connection to the City wastewater system in accordance with City Ordinances. If the City wastewater system is not available, then a permit from Travis County shall be obtained prior to placement of an on-site sewage facility. The City must approve all proposed wastewater facility plans prior to construction. The wastewater collection system shall be installed as follows:
- (A) Each RV space shall be provided with a four-inch diameter threaded wastewater riser with cap and shall extend above grade four to six inches. The wastewater riser pipe shall be so located on each stand so that the wastewater connection to the RV drain outlet will approximate a vertical position. Each inlet shall be provided with a gas-tight seal when connected to a recreational vehicle or have a gas-tight seal plug when not in service.
- (B) The wastewater connection to each RV space shall consist of a single four-inch service line without any branch lines, fittings, or connections. All joints shall be watertight.
- (C) Surface drainage shall be diverted away from the riser. The rim of the riser pipe shall extend at least four to six inches above the ground elevation.
- (D) Each collection wastewater line shall provide a vent extending a minimum of 10 feet in height.
- (E) The park owner or operator shall have complete maintenance responsibility for the wastewater system within the RV park.
- (F) The responsibility of the City stops at the sample well site at the property line with a public right-of-way or public utility easement.
- (G) Each RV park shall have a sample well site at the lot line, where connection to the City wastewater system is made. The sample well site shall be installed according to City specifications.
- (H) Discharge of black or gray water. Self-contained recreational vehicles shall not discharge black or gray water at any location other than at an approved sanitary or dump station. If the recreational vehicle park where the RV is located does not have a site, the park operator shall post the location of the nearest site at each park service facility or RV space within the park and given to each self-contained RV as it is registered. Any infraction of this subsection shall be treated

as a violation of the City's nuisance ordinance and/or the state's illegal dumping statutes.

(7) Garbage service.

(A) Central container unit. Each recreational vehicle park licensee shall comply with all of the trash and garbage collection regulations of the City.

(B) Collection. The park operator shall maintain one account for garbage collection services. Garbage collection services to the park are subject to the City's schedule of rates and terms. The park owner and operator is responsible for the payment of garbage collection services fees.

Sec. 4.10.006 Park development permit; permitted uses; park operator's license; fees

(a) Permitted uses.

(1) Only one recreational vehicle may be placed on each approved pad site, regardless of the type or size of vehicle or site. Auxiliary vehicles such as the tow vehicle, ATVs, etc., may be parked at the site provided that circulation and setback requirements are not violated.

(2) No accessory structures shall be placed on any site within the RV park except at the site designated for the permanent residence for the operator or host for the sole use of the operator or host.

(3) Recreational, sanitary and/or commercial facilities designed for exclusive use of the occupants of the recreational vehicle park.

(4) One single-family dwelling unit for use as the owner's or manager's residence, or a permanently located recreational vehicle meeting the requirements indicated for permanent residence. This dwelling shall have setbacks of 25 feet minimum to any other site.

(b) Development permit, building permits and operator's license required. It shall be unlawful for any person to construct or enlarge a recreational vehicle park within the corporate limits of the City without having first obtained a site development permit, building permits, and an operator's license. A person seeking an authorization under this section shall contact the Fire Marshall for information on the required fire code reviews.

(c) Application for development permit. Any person desiring to construct, modify or enlarge a recreational vehicle park shall file a written application with the City Manager. Such application shall be submitted on a form provided by the City and shall include the following:

(1) Name and address of the applicant;

(2) A site plan containing the following information:

(A) The area and dimensions of the tract of land to be developed, with identification of location and boundaries;

(B) Buffer zones, general setbacks, and screening or fencing types and location;

(C) The number, location, and size of all recreational vehicle spaces;

(D) The maximum size of RV to be accommodated at each site and the type of services to be provided at each site;

(E) Location, width, and specifications of driveways, roadways, and walkways;

(F) The location and specifications of water lines, sewer lines, and riser pipes;

- (G) Location, number, and type of sanitary facilities and the proportion of each to the proposed occupancy of the park;
 - (H) Locations and details of lighting, electrical, and gas systems;
 - (I) Locations and specifications of all buildings to be constructed by the operator;
 - (J) Existing and proposed topography and drainage of the recreational vehicle park;
 - (K) Location of fire mains, including size and materials, the hydrants and any other equipment which may be provided; and
 - (L) Such other information as City Manager or designee may require.
- (d) Expansion or Modification of Existing RV Parks.
- (1) Re-review Required. Any enlargement (e.g., size of property or additional RV spaces, etc.) or modification of site layout of an existing RV park shall require a re-review and approval as if it were a new application.
 - (2) Existing Facilities Brought Into Conformance. No enlargement or extensions to any RV park shall be permitted unless the existing facility is made to conform to all the requirements for new construction in conformance with this Section.
- (e) Building permits. Building permits shall be obtained prior to the start of construction of any buildings, amenities or services for which permits are required per the current edition of the International Building Code. Building permit procedures and fees shall be as set out in the Code of Ordinances of the City. At the City's discretion, permits may be issued for all or part of the construction, depending on the phasing and timing of the project.
- (f) Operator's license. In addition to the development permit for the park installation, a license to operate must also be obtained. This initial license shall be valid for no more than one year from the date the park is open for recreational vehicles, or is occupied by the host or operator. The park development application may be submitted and approved without the license information, but no occupancy or use of the park shall be allowed until the license information is reviewed and approved. The license is subject to renewal each year by January 31. The following information is required for the license to be granted:
- (1) The name and address of the person who will be in charge of the daily operations of the proposed park.
 - (2) A plan or schedule indicating the identification number, letter or name of each site, the size of each site, and the type of services to be provided at each site and in the park in general, and the type, maximum size, and maximum number of recreational vehicles the proposed park is intended to host.
 - (3) An emergency evacuation and notification plan.
 - (4) A sample of the proposed guest registry.
 - (5) Evidence that all utilities have been connected and inspected and are operational.
- (g) Expiration of development permit; notice of denial of permit. If construction has not begun on the recreational vehicle park within one hundred eighty (180) days from the date of approval of the permit, the permit shall be void and of no force and effect.
- (h) Standards of construction. No permit shall be granted under this article unless all plans and specifications for the proposed recreational vehicle park are in conformity with all building, plumbing and electrical codes, and other applicable ordinances in effect and

adopted by the City at the time application is made for a permit, and all work performed under permits issued pursuant to this article shall likewise conform to such other ordinances.

Sec. 4.10.007 Inspections

(a) The City Manager or designee, City utility department representatives, Fire Marshal or other officials are authorized and directed to make such inspections as are necessary to enforce the provisions of this article.

(b) City personnel authorized to make inspections shall have the power to enter at reasonable times upon any private or public property to inspect and investigate conditions relating to this article.

(c) City personnel may, in the performance of inspection duties, review the register of the residents of the recreational vehicle park.

(d) The recreational vehicle park operator shall allow access to the park by authorized City personnel at all reasonable times to carry out required duties.

Sec. 4.10.008 Fees

The park development permit, building permit, operator license, other authorizations, inspections and other activities described in this chapter are subject to the fee schedule I Appendix A of the Code of Ordinances.

Sec. 4.10.009 Violations; penalty; suspension of park operator's license

(a) Penalty. Any person who shall violate any of the provisions of this article or the technical codes adopted herein, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits, shall be deemed guilty of an offense and shall be liable for a fine not to exceed the amounts set forth in [section 1.01.009](#) of the Code of Ordinances. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(b) Suspensions.

(1) Notice. Whenever, upon inspection of any RV park, the Building Official finds that conditions or practices exist which are violation of any provision of this section applicable to such park, the Building Official shall provide notice in writing to the owner/operator, and if such conditions or practices have not been corrected in the timeframe set forth in the notice, the Building Official will suspend the RV park license and give notice of such suspension.

(2) Cessation of Operations. Upon suspension of the RV park license, the owner/operator shall cease operation of the RV park.

(3) Appeal. The suspension of the license may be appealed to the Board of Adjustment as set out in [Ch. 14, Exhibit A, Article IV, Section 72\(d\)](#), Appeals.

Sec. 4.10.010 Abandonment of park site

(a) Notice. Prior to the abandonment of a recreational vehicle park, proper notice must be given to the City Utility Department to facilitate the proper removal of utility connections.

(b) Securing of abandoned utility connections. All abandoned utility connections shall be secured in a manner which will protect the City's utility system and the public health, safety, and welfare. The owner or operator of the recreational vehicle park shall have the secured

abandoned utility connections inspected by the City. Refund of municipal utility deposits shall be contingent upon passing such inspection, and subject to any other City ordinances affecting refund of utility deposits. All costs for securing abandoned utility connections shall be borne by the owner of the recreational vehicle park.

Secs. 4.10.011-4.10.040 Reserved

Section 3. Repealing all Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict or inconsistency. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City of Manor, the terms and provisions of this ordinance shall control.

Section 4. Savings Clause. This City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 5. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED THIS the 18th day of September 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Tracey Vasquez, HR Coordinator

DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on renewing the re-rate notice and benefits verification form for FY 2019- 2020 between the City of Manor and the health insurance pool, TML-IEBP; and authorize the City Manager to execute the contract.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

TML Verification Form - contract

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council renew the re-rate notice and benefits verification form for FY 2019 - 2020 between the City of Manor and the health insurance pool, TML-IEBP; and authorize the City Manager to execute the contract.

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



TML Health Renewal Notice and Benefit Verification Form

Manor

Original

Plan Year 2019-2020 (12 Months)

Rates are subject to change if there is any legislation passed during the plan year affecting benefits.
Supplemental benefits cannot be accessed without accessing the TML Health Medical Benefit Plan.
This renewal notice contains proprietary and confidential information of TML Health.

Medical

Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP*	Office Visit	XRay & Lab in OY	Rates	Current	New
P85-50-35-Mac A Choice	80/50	\$500	\$750	\$3500	\$30	No	Employee Only:	\$490.44	\$534.58
							Employee + Spouse:	\$995.62	\$1,085.20
							Employee + Child(ren):	\$863.20	\$940.86
							Employee + Family:	\$1,628.06	\$1,577.02

*In Network Deductible applies towards In Network OOP.

Monthly Employer Contribution Amounts

TML Health requires 60% employer contribution toward employee medical – Minimum employer contribution is \$320.75

Employer Contribution for Active Employees	Employee		Spouse		Child		Family	
	Amount	% of Rate	Amount	% of Rate	Amount	% of Rate	Amount	% of Rate
	\$_____ or _____%		\$_____ or _____%		\$_____ or _____%		\$_____ or _____%	

Dental III

Rates	Current	New
Employee Only:	\$37.64	\$37.64
Employee + Spouse:	\$77.26	\$77.26
Employee + Child(ren):	\$81.22	\$81.22
Employee + Family:	\$115.54	\$115.54

Vision Plan

No Vision Coverage

Basic Life and AD&D: Plan 8 (\$10,000)

	Current Rate	New Rate
Life:	\$0.260	\$0.194
AD&D:	\$0.035	\$0.040

Additional Employee Life and AD&D

<u>Age of Employee</u>	<u>Current Rate per \$1000</u>	<u>New Rate per \$1000</u>
Under 30	0.061	0.061
30 - 34	0.069	0.069
35 - 39	0.100	0.100
40 - 44	0.130	0.130
45 - 49	0.198	0.198
50 - 54	0.332	0.332
55 - 59	0.595	0.595
60 - 64	0.913	0.913
65 - 69	1.513	1.513
70 and over	2.431	2.431

Dependent Life: Plan 3 (\$10,000/\$2,000)

<u>Current Rate</u>	<u>New Rate</u>
\$2.76 per dependent unit	\$2.76 per dependent unit

Voluntary AD&D

No Voluntary AD&D Coverage

LTD

No LTD Coverage

STD

No STD Coverage

Calendar Year Pre-65 Retiree Medical

No Pre-65 Retiree Medical Coverage

<u>Employer Contribution for Pre-65 Retirees</u>	<u>Employee</u>		<u>Spouse</u>		<u>Child</u>		<u>Family</u>	
	<u>Amount</u>	<u>% of Rate</u>	<u>Amount</u>	<u>% of Rate</u>	<u>Amount</u>	<u>% of Rate</u>	<u>Amount</u>	<u>% of Rate</u>
	\$ _____	or _____ %	\$ _____	or _____ %	\$ _____	or _____ %	\$ _____	or _____ %

Calendar Year Pre-65 Retiree Dental

No Pre-65 Retiree Dental Coverage

Calendar Year Pre-65 Retiree Vision

No Pre-65 Retiree Vision Coverage

Basic & Additional Retiree Life

No Basic & Additional Retiree Life Coverage

Retiree Dependent Life

No Retiree Dependent Life Coverage

Continuation of Coverage (Cobra)

Yes

Benefit Waiting Period

30 days after date of hire

Flex, HRA, HSA & RRA

Flex Admin

HRA Admin

HSA Admin

RRA Admin

No

No

No

No

If employer accesses Flex and/or HRA, HSA or RRA, only one charge of \$3.70 per participant per month will be incurred.

Signature Section

The undersigned employer hereby acknowledges that for an employee to receive coverage, TML Health must receive enrollment information within thirty-one (31) days of the commencement of employment regardless of whether the Employer has a waiting or a waiting and orientation period. If an employee is not enrolled within thirty-one (31) days of hire, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

741664745

Tax ID Number

Authorized Signature

Date

Printed Name

Title

The entity named on this Rate and Benefit Verification Form desires large claim information as specified in Article 21.49-15 of the Insurance Code in Section 2.(2), to be for individual claims that reach or exceed \$35,000 during the plan year. This information is considered confidential for purposes of Chapter 552 of the Local Government Code.

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TML Health reserves the right to revise rates due to census change and underwriting impact.

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Anthony Valchar, Streets/Parks

DEPARTMENT: Superintendent - Public Works

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award for the placement of a new city's playground at Greenbury Village Park.

BACKGROUND/SUMMARY:

The playground equipment located in our neighborhood parks because of age is now in need of repairs or replacement. The equipment in the Greenbury Village Park requires replacement. We have allocated money in the parks budget for this replacement but because of the cost exceeding \$25,000.00 Council would need to approve the expenditure.

In addition, we have looked at creating a playground with similar equipment in Hamilton Point Subdivision. Hamilton Point subdivision has no park but does have land adjacent to a detention pond suitable for location of play equipment. We would be looking to fund this in next years budget.

The company represented in the back up materials offers grants for playground equipment and the greater the price the bigger the grant amount. The Play Ground company is agreeable to bill separately for the equipment we can purchase this fiscal year (already budgeted). And, equipment we might purchase next fiscal year combining the projects.

Because next fiscal budget is not approved or in place we will bring forth the second purchase (Hamilton Point) to Council if it exceeds the \$25,00.00 the City Manager is authorized to approve. in Fiscal 2019 - 20

PRESENTATION: ☐YES ☒NO

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

3 Proposals:

The PlayWell Group, Inc.

American Parks Company

GameTime

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council award the placement of a new city's playground at Greenbury Village Park to GameTime; and Authorize the City Manager to execute the final contract.

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

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PERMITTING

No permitting or windstorm engineering for permitting is included unless specifically noted.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS.
Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
13799

8/5/2019

BILL TO:

City of Manor
Accounts Payable
105 East Eggleston Street
Manor, TX 78653

Phone: (512) 272-5555

SHIP TO:

City of Manor
Parks & Recreation Department
Anthony Valchar
547 Llano Street
Manor, TX 78653

Phone: (512) 844-5281

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	CES	TRAVIS		9/5/2019
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2019	1	0.00	0.00	0.00
APS-BORDER12"	ACTION PLAY SYSTEM LLC				
	12" PLAYGROUND BORDER WITH SURFACING GUIDE	4	33.33	31.66	126.64
	AND (1) SPIKE				
	DELIVERED PRICING				
	GWG				
FIBER GWG WOO...	ENGINEERED WOOD FIBER	55	21.33	20.26	1,114.30
SHIP	SHIPPING AND HANDLING	1	1151.06	1,151.06	1,151.06
	PLAYCRAFT				
R3524A9DA	CUSTOM PLAY SYSTEM(AGES 2-12)	1	15594.12	14,814.41	14,814.41
PC-1304	SAFETY SIGN (HDPE)	1	774.36	735.64	735.64
SHIP	SHIPPING AND HANDLING	1	2661.86	2,661.86	2,661.86
QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.					
PLEASE REMIT YOUR DEPOSIT TO:					
THE PLAYWELL GROUP, INC.			SUBTOTAL \$20,603.91		
9430 SAN MATEO BLVD., NE, UNIT G			SALES TAX (0.0%) \$0.00		
ALBUQUERQUE, NM 87113			TOTAL \$20,603.91		
Date _____ Signature _____					

PLAYWORKS, INC.

Toll Free: (800)726-1816 Fax: (505) 296-8900

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

ROCK AND CONCEALED CONDITIONS CLAUSE

PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

PERMITTING

No permitting or windstorm engineering for permitting is included unless specifically noted.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

5608

8/5/2019

BILL TO:

City of Manor
Accounts Payable
PO Box 387
Manor, TX 78653

Phone: (512) 272-5555

INSTALLATION SITE:

City of Manor-Greenbury Village Park
Anthony Valchar
18301 Maxa Drive
Manor, TX 78653

Phone: (512) 844-5281

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION	
	NET 30	CES	TRAVIS	9/5/2019	
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL	
BUYBOARD #512-16	BUYBOARD CONTRACT #512-16 EXPIRES 9/30/2019	1	0.00	0.00	
	INSTALLED BY TA MASONRY				
R3524A9DA	CUSTOM PLAY SYSTEM(AGES 2-12)	1	4,275.81	4,275.81	
PC-1304	SAFETY SIGN(2-12, HDPE)	1	212.32	212.32	
REMOVAL TA MASO...	REMOVE AND DISPOSE EXISTING EQUIPMENT (14-3" POSTS)	1	2,741.93	2,741.93	
REMOVAL TA MASO...	REMOVE AND SAVE(INCLUDES 4 NEW) PLASTIC BORDER TIMBERS	1	548.38	548.38	
REMOVAL TA MASO...	HAULS OFF EXISTING EWF-APPROX. 30 CU YARDS	1	1,096.78	1,096.78	
FIBER GWG WOOD	ENGINEERED WOOD FIBER	55	15.35	844.25	
FABRIC TA MASONRY	GEO FABRIC BY TA MASONRY	1,100	0.55	605.00	

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$10,324.47

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date _____ Signature _____

QUOTE NAME:
Greenbury Village-Rhyme n Reason-complete turnkey

QUOTE NUMBER:
071910253

CREATED DATE:
07/29/2019 12:38 PM

EXPIRATION DATE:
August 28,2019

PREPARED FOR

ORGANIZATION:
City of Manor

PRIMARY CONTACT:
Mike Tuley

Billing and Shipping:

Is This Correct?

CONTACT:
City of Manor

SHIP TO:
City of Manor

PHONE:
(512) 844-1579

EMAIL:
mtuley@cityofmanor.org

BILLING ADDRESS:
547 Llano street
Manor, TX 78634
United States

SHIP TO ADDRESS:
547 Llano street
Manor, TX 78634
United States

COMMENTS AND SPECIAL INSTRUCTIONS

Shipping in 5-6 weeks. Price quoted for material cost and installation. Price Excludes: sitework, underground line location, permits, lift gates & impact fees. Customer is responsible for any taxes that may apply. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Specific insurance and/or vendor registration requirements may result in additional fees. If order is cancelled a 25% restocking fee may be assessed.

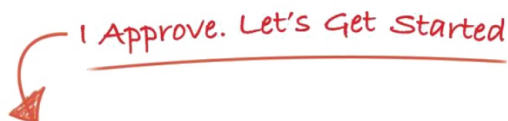
Product	Description	Product Code	Quantity	List Price	Sales Price	Total Price
Rhyme 'n Reason	SPECIAL STOCK UNIT PRICING, free freight is included. Age Range: 2-12, Child Capacity: 30-40, Fall Height: 4'0", Use Zone: 34'10" x 26'1". Color: Primary (pricing is based on quick shipment and availability. freight savings is \$1842)	689-111399	1.00	\$ 32,998.00	\$ 16,499.00	\$ 16,499.00
Engineered Wood Fiber	25CY of IPEMA Certified Wood Fiber, to top off for a 12" depth. Includes freight.	WOODFIBER3	1.00	\$ 0.00	\$ 1,970.00	\$ 1,970.00
12" Playground Border with Spike	12" Playground Border with Spike, Borders (28' x 36'). Color: Black	APS-Border12	31.00	\$ 30.00	\$ 30.00	\$ 930.00
ADA Half Ramp System for use with 8" or 12" borders	ADA Half Ramp System for use with 12". Color: Black	APS-ADAHalfRamp	1.00	\$ 463.00	\$ 463.00	\$ 463.00
Removal	Remove / Disposal of existing playground & 120 linear feet of wooden crossties. Dumpster included.	REMOVAL	1.00	\$ 0.00	\$ 5,290.00	\$ 5,290.00

Product	Description	Product Code	Quantity	List Price	Sales Price	Total Price
Professional Installation	APC Professional Installation of the Rhyme n Reason, borders, which will be place 36' x 28' underneath the existing shade structure, and ADA ramp. Also, moving over the compacted wood mulch, and topping off with an additional 25CY. Based on water and electric available for use while on site. Packaging debris may be left at site for disposal by customer. May be quoted additional if needed.	INSTALL	1.00	\$ 0.00	\$ 6,933.00	\$ 6,933.00
Safety Sign for ages 2-12 (primary colors)	American Parks Company Safety Sign for ages 2 to 12 in Primary colors	68619	1.00	\$ 499.00	\$ 0.00	\$ 0.00
DISCOUNT	Preferred Customer Discount	DSCNT	1.00	\$ 0.00	\$ -825.00	\$ -825.00



SUBTOTAL \$ 31,260.00
SHIPPING AND HANDLING \$ 440.00
TAX \$ 0.00

GRAND TOTAL \$31,700.00



I Approve. Let's Get Started

If you have questions about this quote call
1-800-381-4491 or visit us online **AmericanParksCompany.com**

I APPROVE THIS PROJECT, Please Process My Order

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment for equipment is due in full upon ordering. By signing below you agree to the terms and conditions found here: <https://www.americanparkscompany.com/terms-conditions>

Authorized
Purchaser:

Date:

☐

I have read, understand, and agree to the Installation Terms
And Conditions included within this proposal.

**ACCOUNT REPRESENTATIVE**

Sandy Hutchinson

TOLL FREE:

(800) 381-4491

EMAIL:

sandy@americanparkscompany.com (888) 934-6441

FAX:**INSTALLATION TERMS AND CONDITIONS****1. Site Access**

- APC will employ the use of heavy equipment that is needed to off-load, erect & boom equipment on and around the site.
- APC will attempt limit the aesthetic impact of construction activities on existing finishes; however, APC is not responsible for damage to sod or other landscaping or hardscaping due to installation equipment use.
- The customer acknowledges that APC will use on-site soils to rake ruts or tracks and then apply seasonally appropriate seed and wheat straw over disturbed areas. At the sole discretion of APC, hydroseeding may be employed in lieu of seed and wheat straw. The customer is responsible to maintain the seeded areas in order to establish a sufficient stand of grass. This work is being performed to stabilize soils and is not intended to establish finish quality landscaping.
- All work associated with re-routing, repairing or removing irrigation lines is specifically excluded from this contract.

2. Landscaping & Hardscapes

- APC will employ the use of heavy equipment that is needed to off-load, erect & boom equipment on and around the site.
- APC will attempt limit the aesthetic impact of construction activities on existing finishes; however, APC is not responsible for damage to sod or other landscaping or hardscaping due to installation equipment use.
- The customer acknowledges that APC will use on-site soils to rake ruts or tracks and then apply seasonally appropriate seed and wheat straw over disturbed areas. At the sole discretion of APC, hydroseeding may be employed in lieu of seed and wheat straw. The customer is responsible to maintain the seeded areas in order to establish a sufficient stand of grass. This work is being performed to stabilize soils and is not intended to establish finish quality landscaping.
- All work associated with re-routing, repairing or removing irrigation lines is specifically excluded from this contract.

3. Job Site

- Unless specifically indicated on the proposal, APC is not responsible for site preparation including uninstalling existing equipment, grading, clearing, or removing underground obstacles.
- Unless specifically indicated on the Scope, all work is assumed to be performed on loose fill dirt.
- Unless specifically included in the Scope, APC excludes removal of rock.
 - Rock shall be defined as material encountered in excavation that cannot be dislodged by a Bobcat Model No. S175 skid steer loader, equipped with a minimum 44-inch wide general purpose bucket rated at not less than 49 HP power with a 3,300-psi hydraulic system.
 - Rock excavation includes up to 6 inches over-excavation below the required excavation depth.
 - Rock shall be quantified by measuring the volume of removed rock and soil by the cubic yard (for the purposes of this calculation, any partial truck load will be counted as full).
- In the event that soil, or rock conditions are such as to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expense and delay cost required to complete the installation.

4. Underground Utilities

- APC will comply with all state and local underground utility marking requirements.
- The utility locate service will only locate public utilities on the public side of utility meters.
- It is the customer's responsibility to locate and clearly mark all privately owned underground utilities in the area of the installation. These include power, water, gas, sewer or septic, gutter, storm sewer, telephone, irrigation, cable t.v. and any and all private and public lines on the customer's side of the meter or not within a public utility easement.
- Please note that in addition to the public utility locate initiated by APC, many municipalities also require the property owner/operator to order a utility locate as well. To insure compliance with local regulations, the customer must call 811 in the timeframe as prescribed for the customer's local area. Please consult www.call811.com for more details.
- APC, as well as its subcontractors, vendors, laborers and materialmen will not be responsible for damages, injuries, repairs, or discontinuance of business due to damage to unmarked utilities. In the event APC, its subcontractors, vendors, laborers or materialmen damage unmarked utilities, the customer shall be liable.
- In the event of damage to utilities, the customer shall be responsible to notify APC in writing to stop the project.
- The customer shall be responsible for any cost incurred due to work stoppage and/or project delays.

5. Permitting and Site Security

- Unless specifically indicated on the proposal, all required permits are the responsibility of the customer.
- APC's price excludes any permitting fees or engineered drawings.
- The customer is responsible for site security during installation and during any necessary curing period.
- APC's installation crew may, at their own discretion, mark the playground construction area with caution tape.
- APC is not responsible for additional charges that result from vandalism or theft.
- Padlocks and gates must be unlocked to allow work to proceed. APC will not take possession of padlocks or keys, nor will it assume responsibility for lost or stolen securing devices.

6. Site Plan

- Equipment will be installed per the installation plan agreed upon by the customer before installation starts. Color changes must be submitted via signed change order.
- Wherever applicable, colors of equipment and safety surfacing will be detailed on the installation plan.
- The installation plan shall be the governing document for all color selections.

7. Clean Up

- Unless specifically indicated on the proposal, it is the customer's responsibility to haul away all trash created from the install.
- APC will collapse cardboard boxes and stack shipping pallets in a customer designated area within 200' of the installation.
- Foam, plastic, metal and fiberglass banding and other loose material will be stacked with pallets. If sufficiently large trash cans dumpsters are provided, APC will place the trash in those vessels.
- If trash cans/dumpsters are not provided one can be ordered at an additional charge.

8. Surfacing

- All playground equipment must be installed over safety surfacing and within the proper use zones per CPSC guidelines.
- APC will install the equipment to allow for the depth and type of surfacing specified on the installation plan.

9. Inspection

- The customer will be notified 24 hours prior to the anticipated completion of the project.
- The customer is required meet with a representative of APC to personally, inspect and review the installation. APC's representative will provide the customer with an "Inspection Summary and Warranty Initiation" form.
- Any unresolved issues with the installation should be noted by the customer on the form at that time; APC, its subcontractors, vendors, laborers and material men shall not be responsible for damages to installed equipment that are not noted on the form. Failure to have a representative present at the final inspection forfeits the customer's right to require remediation of cosmetic issues with newly installed equipment.


10. Prevailing Wage. Unless specifically indicated on the proposal, APC has not stipulated to adherence with prevailing wage requirements including, but not limited to, union rates, Davis/Bacon wages, etc.



- It is the customer's responsibility to notify APC at the inception of the quoting stage of the project if Prevailing Wage rates apply.
- In the event the project is under the prevailing wage requirements the customer shall provide the rates and applicable paperwork necessary for the project.
- If APC is not notified before the project is quoted, regardless if prior to the commencement of work or any time after a contract is signed, the customer will incur the additional labor rates plus a 40% labor burden and weekly document processing fee of \$250.


AMERICAN PARKS COMPANY

Building Better Parks for Children of all ages 1-800-381-4491

Rhyme & Reason 689-111399

 Ages: 2-5 or 5-12

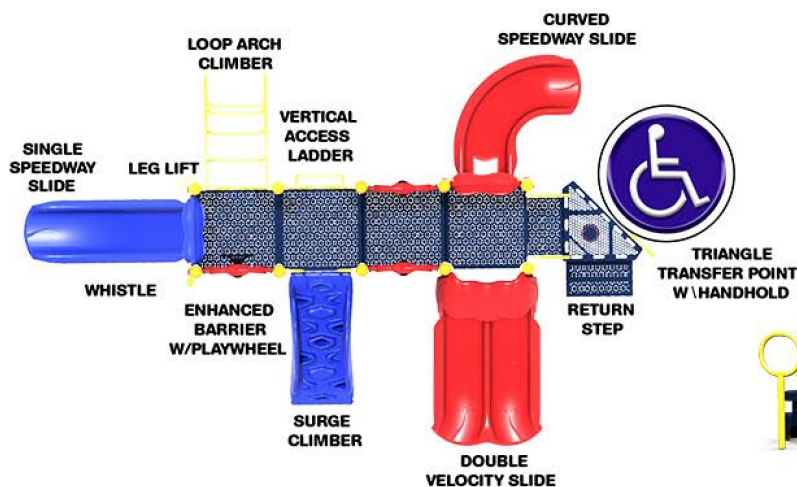
 Use Zone: 35' x 26'  Child Capacity: 40

 Fall Height: 4'  Activities: 9

ADA	Elevated	Accessible by Transfer	Ground	Type
	7	7	2	2



Scan the QR Code for a 360° Panoramic View





Guaranteed

YEARS OF UNLIMITED FUN

Warranty	Page #	1 YEAR	5 YEARS	10 YEARS	15 YEARS	50 YEARS
	2-32	Coil springs, Moving parts	Net components	Shade, HDPE panels	Roto plastic, Decks, Pipes, Rails, Loops, and Rungs	Metal posts, Clamps, Hardware
	33-35		Blow molded plastic, Ground mount metal	Upright posts, Hardware		
	36-39		Metal parts, Ground mounts	Upright posts		
	40-41	Polyurethane Foam	Roto plastic			Hardware
	42-43	Moving parts	Net components	HDPE panels	Roto plastic, Decks, Pipes, Rails, Loops and Rungs	Metal posts, Clamps, Hardware
	44		Aluminum planking			
	45-48	All Items	Thermoplastic			
	49-51			Frame, Fabric		
	52			Structure & Powder Coat		

AMERICAN
PARKS ★ COMPANY

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**



by Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

QUOTE
 #84634

08/16/2019

TA-08060-19 City of Manor - Greenbury Village Park (GRANT)

City of Manor
 Attn: Anthony Valchar
 105 E. Eggleston
 Manor, TX 78653
 Phone: 512-844-5281
 avalchar@cityofmanor.org

Ship To Zip: 78653

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - TA-08060-19-2A1 Modified "Giggle Hill" Unit	\$23,879.00	\$23,879.00
1	GRANT	Game Time - 2019 Grant Matching Funds	(\$6,822.56)	(\$6,822.56)
1	RDU	Game Time - Surfacing Accesories: (1) Roll GeoTextile	\$330.00	\$330.00
1	178749	Game Time - Owner's Kit	\$55.00	\$55.00
1	W63052	GT-Impax - 54 CY Engineered Wood Fiber Playground Surfacing (1,088 sq. ft. at a 12" depth) - Price includes a \$269.78 discount and freight to Manor, TX 78653	\$1,916.01	\$1,916.01
1	INSTALL	Game Time - Installation - Specific-named scope items: * Demo/Haul off of Existing Play Unit * Demo/Haul off of Existing EWF and GeoTextile * Reuse existing (32) playcurbs, add two more playcurbs from Installer stock Otherwise, Installation of Above Equipment and Surfacing Only; No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.	\$8,937.67	\$8,937.67

TA-08060-19 City of Manor - Greenbury Village Park (GRANT)

QUOTE
#84634

08/16/2019

Freight Calculated to Above Address. Customer is responsible for meeting the freight truck for delivery and unloading. A forklift may be required and is strongly recommended.

SubTotal:	\$28,295.12
Discount:	(\$59.40)
Freight:	\$1,341.59
Total Amount:	\$29,577.31

Funds match for Net 30 terms. You can receive \$1,650.64 in additional matching funds if you choose to make payment in full, by check or cash, at the time of your order.

GRANT MATCHING FUNDS ARE AVAILABLE THROUGH NOVEMBER 15th, 2019, OR UNTIL EXHAUSTION OF FUNDS.

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: USC

Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, bluelines, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

08/16/2019

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$29,577.31**

TA-08060-19 City of Manor - Greenbury Village Park (GRANT)

**QUOTE
#84634**

08/16/2019

Order Information:

Bill To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

Ship To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Email Address: _____

Tel: _____

Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 552

Exhibit A - Annual Budget

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 552 adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

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

ORDINANCE NO. 552

FY 2019-2020 ANNUAL BUDGET ORDINANCE

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2019-2020, and which said proposed annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received said City Manager's proposed annual budget, a copy of which, along with all supporting schedules, have been filed with the City; and

WHEREAS, the City Council conducted a public hearing to discuss the proposed annual budget for FY 2019-2020 on September 4, 2019 and September 18, 2020, as provided by law;

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

Section 1. The proposed annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2019, and ending September 30, 2020, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

Section 2. The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved annual budget document for the fiscal year ending September 30, 2020.

Section 3. Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

PASSED, ADOPTED, AND APPROVED on this 18th day of September, 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

EXHIBIT “A”

FY2019-2020
Annual Budget

Approved Annual Budget

Fiscal Year 2019 - 2020



The budget will raise \$1,653,018 (27.41% approx) more property tax revenues than last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$688,328.83.



Approved Annual Budget Fiscal Year 2019-20

Original Budget Adopted: _____

Ordinance Number: _____

Amended Budget Adopted: _____

Ordinance Number: _____

FY 2018-19			31-Jul-19			FY 2019-20			FUND BALANCES	
BUDGETED REVENUES	BUDGETED EXPENSES	NET	FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET	BUDGET REVENUES	BUDGET EXPENSES	NET	ESTIMATED 30-Sep-19	PROJECTED 30-Sep-20
GENERAL FUND										
5,481,472	1,058,348	4,423,124	5,837,852	2,898,101	2,939,751	7,441,990	1,127,437	6,314,553		
0	611,388	(611,388)	0	529,970	(529,970)	-	713,777	(713,777)		
868,000	1,768,441	(900,441)	974,733	1,653,048	(678,315)	1,061,408	2,047,738	(986,330)		
1,640,132	699,954	940,178	2,210,791	506,326	1,704,465	1,286,288	778,335	507,953		
40,000	483,004	(443,004)	40,000	371,390	(331,390)	40,000	607,878	(567,878)		
717,100	629,338	87,762	821,912	552,933	268,979	717,100	669,767	47,333		
104,753	3,519,802	(3,415,049)	198,314	3,124,227	(2,925,913)	264,884	3,963,482	(3,698,598)		
-	460,526	(460,526)	-	370,417	(370,417)	-	531,069	(531,069)		
-	-	-	-	-	-	-	173,264	(173,264)		
-	-	-	-	-	-	-	-	-		
8,851,457	9,230,801	(379,344)	10,083,602	10,006,412	77,190	10,811,670	10,612,747	198,923		
GENERAL FUND TOTALS										
UTILITY FUND										
0	399,667	(399,667)	0	355,109	(355,109)	0	517,300	(517,300)		
2,068,146	2,065,257	2,889	1,993,102	1,597,920	395,182	2,089,796	2,091,504	(1,708)		
1,655,025	1,027,947	627,078	1,868,140	938,202	929,938	1,670,000	1,152,655	517,345		
-	-	-	-	-	-	-	-	-		
3,723,171	3,492,871	230,300	3,861,242	2,891,231	970,011	3,759,796	3,761,459	(1,663)		
UTILITY FUND TOTALS										
TOTAL POOLED FUNDS										
12,574,628	12,723,672	(149,044)	13,944,844	12,897,643	1,047,201	14,571,466	14,374,206	197,260	1,021,285	1,218,545
TOTAL DEBT SERVICE										
2,597,376	2,176,104	421,272	2,172,371	2,181,442	(9,071)	2,187,200	2,186,096	1,104	91,186	92,290
RESTRICTED FUNDS										
12,000	40,000	(28,000)	13,877	27,086	(13,209)	10,500	10,000	500	46,674	47,174
8,600	24,620	(16,020)	10,408	342	10,066	10,000	500	9,500	12,518	22,018
284,039	35,000	249,039	426,822	336,352	90,470	284,039	200,000	84,039	46,971	131,010
31,025	9,000	22,025	40,286	31,048	9,238	40,000	30,000	10,000	487,775	497,775
392,006	-	392,006	388,310	4,254	384,056	346,920	-	346,920	734,293	1,081,213
755,977	20,000	735,977	1,287,785	373,382	914,403	755,977	-	755,977	2,208,728	2,964,705
-	-	-	-	-	-	-	-	-	8,450	8,450
17,893,250	-	17,893,250	17,893,250	2,599,289	15,293,961	15,293,961	10,000,000	5,293,961	15,293,961	-
19,376,897	128,620	19,248,277	20,060,738	3,371,753	16,688,984	16,741,397	10,240,500	6,500,897	18,839,371	4,752,346
RESTRICTED FUND TOTALS										
GRAND TOTALS										
34,548,901	15,028,396	19,520,505	36,177,953	18,450,838	17,727,114	33,500,063	26,800,802	6,699,261	19,951,842	26,651,104

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

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

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



Approved Annual Budget SUMMARY FOR FISCAL YEAR 2019-20

Original Budget Adopted: _____
Ordinance Number: _____

Amended Budget Adopted: _____
Ordinance Number: _____

FUND	Existing FY 2018-2019 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
GENERAL FUND			
ADMINISTRATION			
REVENUES	5,481,472	7,441,990	1,960,518
EXPENSES	1,058,348	1,127,437	69,089
NET	4,423,124	6,314,553	1,891,429
FINANCE DEPARTMENT			
REVENUES	-	-	-
EXPENSES	611,388	713,777	102,389
NET	(611,388)	(713,777)	(102,389)
STREET DEPARTMENT			
REVENUES	868,000	1,061,408	193,408
EXPENSES	1,768,441	2,047,738	279,297
NET	(900,441)	(986,330)	(85,889)
DEVELOPMENT SERVICES			
REVENUES	1,640,132	1,286,288	(353,844)
EXPENSES	699,954	778,335	78,381
NET	940,178	507,953	(432,225)
PARKS DEPARTMENT			
REVENUES	40,000	40,000	-
EXPENSES	483,004	607,878	(124,874)
NET	523,004	647,878	(124,874)
MUNICIPAL COURT			
REVENUES	717,100	717,100	-
EXPENSES	629,338	669,767	40,429
NET	87,762	47,333	(40,429)
POLICE DEPARTMENT			
REVENUES	104,753	264,884	160,131
EXPENSES	3,519,802	3,963,482	443,680
NET	(3,415,049)	(3,698,598)	(283,549)
IT DEPARTMENT			
REVENUES	-	-	-
EXPENSES	460,526	531,069	70,543
NET	(460,526)	(531,069)	(70,543)
COMMUNITY DEV. DEPARTMENT			
REVENUES	-	-	-
EXPENSES	-	173,264	173,264
NET	-	(173,264)	(173,264)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
GENERAL FUND TOTALS			
REVENUES	8,851,457	10,811,670	1,960,213
EXPENDITURES	9,230,801	10,612,747	1,013,265
NET	(379,344)	198,923	946,948

FUND	Existing FY 2018-2019 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
UTILITY FUND			
PUBLIC WORKS			
REVENUES	-	-	-
EXPENSES	399,667	517,300	117,633
NET	(399,667)	(517,300)	(117,633)
WATER DEPARTMENT			
REVENUES	2,068,146	2,089,796	21,650
EXPENSES	2,065,257	2,091,504	26,247
NET	2,889	(1,708)	(4,597)
WASTEWATER DEPARTMENT			
REVENUES	1,655,025	1,670,000	14,975
EXPENSES	1,027,947	1,152,655	124,708
NET	627,078	517,345	(109,733)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
UTILITY FUND TOTALS			
REVENUES	3,723,171	3,759,796	36,625
EXPENDITURES	3,492,871	3,761,459	268,588
NET	230,300	(1,663)	(231,963)

DEBT SERVICE TOTALS			
REVENUES	2,597,376	2,187,200	(410,176)
EXPENDITURES	2,176,104	2,186,096	9,992
NET	421,272	1,104	(420,168)

MUNICIPAL BUDGET TOTALS (exclusive of debt service)			
REVENUES	12,574,628	14,571,466	1,996,838
EXPENDITURES	12,723,672	14,374,206	1,281,853
NET	(149,044)	197,260	714,985

**10 -GENERAL FUND
FINANCIAL SUMMARY**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

REVENUE SUMMARY	91.67 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
<u>ADMINISTRATION</u>								
TAXES	5,428,331	5,428,331	5,428,331	5,725,285	105.5	(296,954)	6,679,690	7,176,300
MISCELLANEOUS	35,000	35,000	35,000	60,125	171.8	(25,125)	70,148	56,000
PERMITS/LICENSES	14,743	14,743	14,743	3,708	25.1	11,036	4,326	5,590
OTHER	3,398	3,398	3,398	154,739	4,553.8	(151,341)	180,534	204,100
TOTAL ADMINISTRATION	5,481,472	5,481,472	5,481,472	5,943,857	108.4	(462,385)	6,934,698	7,441,990
<u>STREET</u>								
MISCELLANEOUS	106,000	106,000	106,000	137,683	129.9	(31,683)	160,635	137,500
SANITATION CHARGES	762,000	762,000	762,000	924,960	121.4	(162,960)	1,079,151	923,908
TOTAL STREET	868,000	868,000	868,000	1,062,643	122.4	(194,643)	1,239,786	1,061,408
<u>DEVELOPMENT SERVICES</u>								
MISCELLANEOUS	19,300	19,300	19,300	25,580	132.5	(6,280)	27,260	25,000
PERMITS/LICENSES	1,620,832	1,620,832	1,620,832	2,210,677	136.4	(589,845)	2,579,197	1,261,288
TOTAL DEVELOPMENT SERVICES	1,640,132	1,640,132	1,640,132	2,236,257	136.3	(596,125)	2,606,457	1,286,288
<u>PARKS/RECREATION</u>								
MISCELLANEOUS	40,000	40,000	40,000	40,000	100	0	46,668	40,000
TOTAL PARKS/RECREATION	40,000	40,000	40,000	40,000	100	0	46,668	40,000
<u>COURT</u>								
MISCELLANEOUS	6,500	6,500	6,500	9,650	148.5	(3,150)	11,259	6,500
COURT FEES	710,600	710,600	710,600	836,373	117.7	(125,773)	975,796	710,600
TOTAL COURT	717,100	717,100	717,100	846,023	118.0	(128,923)	987,055	717,100
<u>POLICE</u>								
MISCELLANEOUS	59,393	59,393	59,393	139,735	235.3	(80,342)	163,029	208,524
POLICE CHARGES/FEES	45,360	45,360	45,360	62,443	137.7	(17,083)	72,852	56,360
TOTAL POLICE	104,753	104,753	104,753	202,177	193.0	(97,424)	235,880	264,884
TOTAL REVENUES	8,851,457	8,851,457	8,851,457	10,330,958	116.7	(1,479,501)	12,003,876	10,811,670

**10 -GENERAL FUND
FINANCIAL SUMMARY**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

EXPENDITURE SUMMARY	FY 2018-19	FY 2018-19	FY 2018-19	91.67 % OF YEAR COMPLETE			PROJECTED	REQUESTED
	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION								
PERSONNEL	463,657	463,657	463,657	378,991	81.7	84,666	442,169	519,748
OPERATING	147,514	147,514	147,514	2,141,740	1,451.9	(1,994,226)	2,467,918	157,514
REPAIRS & MAINTENANCE	44,000	44,000	44,000	7,227	16.4	36,773	8,432	44,000
CONTRACTED SERVICES	170,300	170,300	170,300	150,460	88.4	19,840	175,542	406,175
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-
TOTAL ADMINISTRATION	825,471	825,471	825,471	2,678,418	324.5	(1,852,947)	3,094,061	1,127,437
FINANCE								
PERSONNEL	436,824	436,824	436,824	386,802	88.5	50,022	451,281	542,663
OPERATING	113,064	113,064	113,064	107,436	95.0	5,628	125,345	115,964
REPAIRS & MAINTENANCE	850	850	850	225	26.5	625	263	850
CONTRACTED SERVICES	53,000	53,000	53,000	39,520	74.6	13,480	46,374	54,300
DEBT PAYMENTS	7,650	7,650	7,650	0	0.0	7,650	0	-
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-
TOTAL FINANCE	611,388	611,388	611,388	533,983	87.3	77,405	623,263	713,777
STREET								
PERSONNEL	267,101	267,101	267,101	204,692	76.6	62,409	238,814	396,037
OPERATING	140,770	140,770	140,770	119,530	84.9	21,240	139,456	192,605
REPAIRS & MAINTENANCE	47,500	47,500	47,500	286,923	604.0	(239,423)	334,753	51,500
CONTRACTED SERVICES	1,210,000	1,210,000	1,210,000	1,061,589	87.7	148,411	1,238,556	1,310,000
DEBT PAYMENTS	66,812	66,812	66,812	52,735	78.9	14,077	61,526	61,597
GRANT EXPENDITURES	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	11,000	11,000	11,000	6,498	59.1	4,502	7,581	11,000
CAPITAL OUTLAY > \$5K	25,000	25,000	25,000	0	0.0	25,000	0	25,000
TOTAL STREET	1,768,183	1,768,183	1,768,183	1,731,968	98.0	36,215	2,020,687	2,047,738

PARKS

PERSONNEL	274,604	274,604	274,604	253,774	92.4	20,830	296,078	394,478
OPERATING	33,100	33,100	33,100	21,666	65.5	11,434	25,278	34,600
REPAIRS & MAINTENANCE	125,500	125,500	125,500	63,937	50.9	61,563	74,595	129,000
DEBT PAYMENTS	28,200	28,200	28,200	28,177	99.9	23	32,874	28,200
GRANT EXPENDITURES	0	0	0	0	0.0	0	0	-
CAPITAL OUTLAY < \$5K	9,600	9,600	9,600	5,915	61.6	3,685	6,902	9,600
CAPITAL OUTLAY > \$5K	12,000	12,000	12,000	0	0.0	12,000	0	12,000
TOTAL PARKS	483,004	483,004	483,004	373,469	370.4	109,535	435,726	607,878

DEVELOPMENT SERVICES

PERSONNEL	357,263	357,263	357,263	327,757	91.7	29,506	25,278	385,644
OPERATING	81,231	81,231	81,231	31,991	39.4	49,240	0	81,231
REPAIRS & MAINTENANCE	3,000	3,000	3,000	1,380	46.0	1,620	6,902	3,000
CONTRACTED SERVICES	233,460	233,460	233,460	161,444	69.2	72,016	0	283,460
DEBT PAYMENTS	25,000	25,000	25,000	11,390	45.6	13,610	0	25,000
TOTAL DEVELOPMENT SERVICES	699,954	699,954	699,954	533,963	76.3	165,991	32,179	778,335

COURT

PERSONNEL	264,473	264,473	264,473	231,251	87.4	33,222	269,800	296,402
OPERATING	39,745	39,745	39,745	37,777	95.0	1,968	44,029	48,245
CONTRACTED SERVICES	277,500	277,500	277,500	291,177	104.9	(13,677)	339,716	277,500
CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	0	0.0	1,620	0	1,620
CAPITAL OUTLAY > \$5K	46,000	46,000	46,000	0	0.0	46,000	0	46,000
TOTAL COURT	629,338	629,338	629,338	560,204	89.0	69,134	653,544	669,767

POLICE

PERSONNEL	2,629,423	2,629,423	2,629,423	2,353,043	89.5	276,380	2,745,295	2,995,613
OPERATING	276,083	276,083	276,083	223,737	81.0	52,346	261,034	311,583
REPAIRS & MAINTENANCE	85,000	85,000	85,000	102,841	121.0	(17,841)	119,984	94,000
CONTRACTED SERVICES	196,326	196,326	196,326	189,102	96.3	7,224	220,625	224,316
DEBT PAYMENTS	274,000	274,000	274,000	271,503	99.1	2,497	316,763	279,000
CAPITAL OUTLAY < \$5K	9,500	9,500	9,500	983	10.3	8,517	1,147	9,500
CAPITAL OUTLAY > \$5K	49,470	49,470	49,470	4,287	8.7	45,183	5,002	49,470
TOTAL POLICE	3,519,802	3,519,802	3,519,802	3,145,496	89.4	374,306	3,669,850	3,963,482

INFORMATION TECHNOLOGY (I.T.)

PERSONNEL	120,541	120,541	120,541	95,600	79.3	24,941	111,537	141,684
OPERATING	103,900	103,900	103,900	96,433	92.8	7,467	0	133,300
REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0.0	6,085	0	6,085
CONTRACTED SERVICES	140,000	140,000	140,000	124,784	89.1	15,216	56	155,000
CAPITAL OUTLAY < \$5K	65,000	65,000	65,000	21,492	33.1	43,508	1,130	65,000
CAPITAL OUTLAY > \$5K	25,000	25,000	25,000	38,400	153.6	(13,400)	1,591	30,000
TOTAL I.T.	460,526	460,526	460,526	376,709	81.8	83,817	37,098	531,069

COMMUNITY DEV.

PERSONNEL	0	0	0	0	0	0	0	101,614
OPERATING	0	0	0	0	0	0	0	66,850
TOTAL COMMUNITY DEV	0	0	0	0	0.0	0	0	168,464

TOTAL EXPENDITURES	8,997,667	8,997,666	8,997,666	9,560,741	846	(1,046,079)	10,093,585	10,607,947
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REVENUES OVER/(UNDER) EXPENDITURES	(146,210)	(146,209)	(146,209)	770,217	(916,426)	1,910,291	203,724
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**10 -GENERAL FUND
REVENUES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

	91.67 % OF YEAR COMPLETE							
ADMINISTRATION REVENUES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
TAXES								
10-4100-40-40000 AD VALOREM TAXES - CURRENT	3,863,331	3,863,331	3,863,331	3,831,800	99	31,531	4,470,562	5,516,349
10-4100-40-40010 AD VALOREM TAXES - PRIOR	15,000	15,000	15,000	-4,142	-28	19,142	-4,833	15,000
10-4100-40-40015 RENDITION PAYMENTS	0	0	0	0	0	0	0	0
10-4100-40-40016 VEHICLE DEALER INVENTORY		0	0	5,788	0	-5,788	6,753	5,788
10-4100-40-40020 AD VALOREM TAXES P&I	22,000	22,000	22,000	57,726	262	-35,726	67,349	57,750
10-4100-40-40025 SALES TAX COMPTROLLER	1,020,000	1,020,000	1,020,000	1,185,278	116	-165,278	1,382,864	1,046,388
10-4100-40-40040 FRANCHISE TAX-ELECTRIC	250,000	250,000	250,000	267,495	107	-17,495	312,087	250,000
10-4100-40-40043 FRANCHISE TAX-CABLE TE	60,000	60,000	60,000	100,188	167	-40,188	116,889	64,000
10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV	20,000	20,000	20,000	19,300	96	700	22,517	20,000
10-4100-40-40045 FRANCHISE TAX-GAS/PROP	20,000	20,000	20,000	29,671	148	-9,671	34,617	30,000
10-4100-40-40047 FRANCHISE TAX-TELEPHONE	70,000	70,000	70,000	82,753	118	-12,753	96,548	74,000
10-4100-40-40050 FRANCHISE TAX-SOLID WASTE	82,000	82,000	82,000	132,720	162	-50,720	154,845	82,000
10-4100-40-40051 SIGN KIOSK FEES	0	0	0	4,415	0	-4,415	5,151	2,825
10-4100-40-40060 MIXED BEVERAGE TAXES	6,000	6,000	6,000	12,293	205	-6,293	14,342	12,200
TOTAL TAXES	5,428,331	5,428,331	5,428,331	5,725,285	105	-296,954	6,679,690	7,176,300
MISCELLANEOUS								
10-4100-42-42099 MISCELLANEOUS	35,000	35,000	35,000	60,125	172	-25,125	70,148	56,000
10-4100-42-42100 GRANTS	0	0	0	0	0	0	0	0
10-4100-42-42500 DONATIONS	0	0	0	0	0	0	0	0
10-4100-42-48100 UNCLAIMED PROPERTY	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	35,000	35,000	35,000	60,125	172	-25,125	70,148	56,000
PERMITS/LICENSES								
10-4100-45-42010 PERMITS-PET	380	380	380	790	208	-410	922	440
10-4100-45-42020 HEALTH PERMITS	0	0	0	0	0	0	0	0
10-4100-45-42040 PERMITS- CITY MISC	150	150	150	0	0	150	0	150
10-4100-45-42050 LICENSES- ALCHOLIC BEV	14,213	14,213	14,213	2,918	21	11,296	3,404	5,000
TOTAL PERMITS/LICENSES	14,743	14,743	14,743	3,708	25	11,036	4,326	5,590
OTHER								
10-4100-48-42050 NOTARY FEES	298	298	298	143	48	155	167	100
10-4100-48-42100 REIMBURSED EXPENSES	0	0	0	0	0	0	0	0
10-4100-48-48000 INTEREST INCOME	3,100	3,100	3,100	154,596	4,987	-151,496	180,367	204,000
TOTAL OTHER	3,398	3,398	3,398	154,739	4,554	-151,341	180,534	204,100
TOTAL ADMINISTRATION REVENUES	5,481,472	5,481,472	5,481,472	5,943,857	108	-462,385	6,934,698	7,441,990

STREET REVENUES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
MISCELLANEOUS								
10-4225-42-42098 CAP METRO BCT	106,000	106,000	106,000	137,500	130	-31,500	160,421	137,500
10-4225-42-42099 MISCELLANEOUS	0	0	0	183	0	-183	214	0
TOTAL MISCELLANEOUS	106,000	106,000	106,000	137,683	130	-31,683	160,635	137,500
SANITATION CHARGES								
10-4225-44-44010 SOLID WASTE REVENUE	750,000	750,000	750,000	906,090	121	-156,090	1,057,135	904,000
10-4225-44-44025 LATE FEES TRASH	12,000	12,000	12,000	18,870	157	-6,870	22,016	19,908
10-4225-44-44031 ADJUSTMENTS	0	0	0	0	0	0	0	0
TOTAL SANITATION CHARGES	762,000	762,000	762,000	924,960	121	-162,960	1,079,151	923,908
TOTAL STREET REVENUES	868,000	868,000	868,000	1,062,643	122	-194,643	1,239,786	1,061,408

DEVELOPMENT SERVICES REVENUES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
MISCELLANEOUS								
10-4300-42-42090 TECHNOLOGY FEES	15,000	15,000	15,000	23,365	156	-8,365	27,260	23,000
10-4300-42-42091 ONLINE PAYMENT FEE	4,300	4,300	4,300	1,940	45	2,360	2,263	2,000
10-4300-42-42092 FILMING PROJECT FEES	0	0	275	275	100	0	321	300
TOTAL MISCELLANEOUS	19,300	19,300	19,300	25,580	133	-6,280	27,260	25,000
PERMITS/LICENSES								
10-4300-45-42040 PERMITS-CITY MISC.	1,000	1,000	1,000	0	0	1,000	0	1,000
10-4300-45-44095 SIGN PERMITS	1,526	1,526	1,526	2,280	149	-754	2,660	1,526
10-4300-45-44096 SITE PLAN	8,271	8,271	8,271	11,071	134	-2,800	12,916	8,271
10-4300-45-44097 NOTIFICATIONS	3,000	3,000	3,000	3,415	114	-415	3,984	3,000
10-4300-45-45000 DEVELOPER FUNDINGS	0	0	0	0	0	0	0	0
10-4300-45-45050 PLAT AND PLAN FEES	53,569	53,569	53,569	131,134	245	-77,565	152,994	53,569
10-4300-45-45075 BLDG. PLAN REVIEW	100	100	100	0	0	100	0	100
10-4300-45-45076 SUBDIVISION TEST & INSP	344,000	344,000	344,000	674,669	196	-330,669	787,136	200,000
10-4300-45-45077 ZONING	3,072	3,072	3,072	16,612	541	-13,540	19,381	3,072
10-4300-45-45100 BUILDING PERMITS	882,097	882,097	882,097	902,174	102	-20,077	1,052,567	788,150
10-4300-45-45101 R.O.W. PERMITS	300	300	300	900	300	-600	1,050	900
10-4300-45-45102 GAMING MACHINES	1,600	1,600	1,600	1,600	100	0	1,867	1,600
10-4300-45-45200 BUILDINGS INSPECTION FEES	322,197	322,197	322,197	446,823	139	-124,626	521,308	200,000
10-4300-45-45201 SUBDIV CONSTRUCTION	0	0	0	0	0	0	0	0
10-4300-45-45500 PROFESSIONAL DEPOSIT FEES	100	100	100	20,000	20,000	-19,900	23,334	100
TOTAL PERMITS/LICENSES	1,620,832	1,620,832	1,620,832	2,210,677	136	-589,845	2,579,197	1,261,288
TOTAL DEVELOPMENT SERVICES REVENUES	1,640,132	1,640,132	1,640,132	2,236,257	136	-596,125	2,606,457	1,286,288

	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
PARKS/RECREATION								
MISCELLANEOUS								
PARKS MISCELLANEOUS				13,611				
10-4400-42-42101 PARK LAND MAINT PMNTS	40,000	40,000	40,000	40,000	100	0	46,668	40,000
TOTAL MISCELLANEOUS	40,000	40,000	40,000	53,611	100	0	62,548	40,000
TOTAL PARKS REVENUES	40,000	40,000	40,000	53,611	100	0	62,548	40,000

	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
COURT REVENUES								
10-4500-42-42090 ONLINE PAYMENT FEES	6,500	6,500	6,500	9,650	148	-3,150	11,259	6,500
10-4500-42-42099 TCDC REVENUES	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	6,500	6,500	6,500	9,650	148	-3,150	11,259	6,500
COURT FEES								
10-4500-46-46100 COURT TECHNOLOGY FEE	12,000	12,000	12,000	13,979	116	-1,979	16,309	12,000
10-4500-46-46200 COURT BUILDING SECURITY	8,600	8,600	8,600	10,484	122	-1,884	12,232	8,600
10-4500-46-46300 COURT COSTS EARNED	690,000	690,000	690,000	811,910	118	-121,910	947,256	690,000
TOTAL COURT FEES	710,600	710,600	710,600	836,373	118	-125,773	975,796	710,600
TOTAL COURT REVENUES	717,100	717,100	717,100	846,023	118	-128,923	987,055	717,100

POLICE REVENUES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
MISCELLANEOUS								
10-4600-42-41015 GRANT PROCEEDS - POLIC	22,513	22,513	22,513	368	2	22,145	430	22,513
10-4600-42-41016 OVC 2018-V3-GX-0024	0	0	0	0	0	0	0	57,207
10-4600-42-41017 VOCA GRANT	0	0	0	0	0	0	0	91,924
10-4600-42-42099 MISCELLANEOUS	36,880	36,880	36,880	139,367	378	-102,487	162,599	36,880
TOTAL MISCELLANEOUS	59,393	59,393	59,393	139,735	235	-80,342	163,029	208,524
POLICE CHARGES/FEES								
10-4600-47-47000 ASSET SEIZURES	0	0	0	2,616	0	-2,616	3,052	1,000
10-4600-47-47009 ALARM PERMIT	7,000	7,000	7,000	5,995	86	1,005	6,994	7,000
10-4600-47-47010 POLICE REPORTS	1,350	1,350	1,350	1,783	132	-433	2,080	1,350
10-4600-47-47011 FINGER PRINTING	100	100	100	170	170	-70	198	100
10-4600-47-47110 MOTOR VEHICLE DISB	4,500	4,500	4,500	5,690	126	-1,190	6,639	4,500
10-4600-47-47200 WARRANT AND FTA FEES	2,410	2,410	2,410	206	9	2,204	241	2,410
10-4600-47-47310 IMPOUNDS	0	0	0	22,060	0	-22,060	25,737	10,000
10-4600-47-47325 AUCTIONS	0	0	0	0	0	0	0	0
10-4600-47-47400 POLICE CAR RENTAL INCO	30,000	30,000	30,000	23,923	80	6,078	27,910	30,000
TOTAL POLICE CHARGES/FEES	45,360	45,360	45,360	62,443	138	-17,083	72,852	56,360
TOTAL POLICE REVENUES	104,753	104,753	104,753	202,177	193	-97,424	235,880	264,884
TOTAL REVENUES	8,811,457	8,811,457	8,811,457	10,344,569	117	-1,533,112	12,003,876	10,811,670

10 -GENERAL FUND
DEPARTMENTAL EXPENDITURES

#VALUE!
#VALUE!

	91.67 % OF YEAR COMPLETE							
	FY 2018-19	FY 2018-19	FY 2018-19	Y-T-D ACTUAL	% OF	BUDGET	PROJECTED	REQUESTED
ADMINISTRATION EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 08/31/19	BUDGET	BALANCE	YEAR END	2019-20 BUDGET
PERSONNEL								
10-5100-50-50010 SALARIES	358,278	358,278	358,278	304,659	85	53,619	355,446	394,447
10-5100-50-50075 LONGEVITY	2,200	2,200	2,200	2,200	100	0	2,567	2,500
10-5100-50-50200 EMPLOYER PAID TAXES	27,577	27,577	27,577	21,009	76	6,568	24,511	30,366
10-5100-50-50255 WORKERS' COMPENSATION	1,300	1,300	1,300	1,117	86	183	1,303	1,300
10-5100-50-50325 HEALTH INSURANCE	18,988	18,988	18,988	13,881	73	5,107	16,195	19,911
10-5100-50-50335 HEALTH ASSISTANCE	260	260	260	0	0	260	0	260
10-5100-50-50410 EMPLOYER RETIREMENT CO	21,168	21,168	21,168	23,446	111	-2,278	27,355	37,078
10-5100-50-50520 EMPLOYEE EDUCATION	7,500	7,500	7,500	4,879	65	2,621	5,693	7,500
10-5100-50-50521 COUNCIL EDUCATION	12,886	12,886	12,886	1,153	9	11,733	1,345	12,886
10-5100-50-50650 VEHICLE ALLOWANCE	7,500	7,500	7,500	6,646	89	854	7,754	7,500
10-5100-50-50700 REIMBURSABLE UNEMPLOYM	6,000	6,000	6,000	0	0	6,000	0	6,000
TOTAL PERSONNEL	463,657	463,657	463,657	378,991	82	84,666	442,169	519,748
OPERATING								
10-5100-51-51010 ADVER/NOTIFICATION/PUBLIC HEARIN	4,500	4,500	4,500	2,458	55	2,042	2,867	4,500
10-5100-51-51011 PRE-EMPLO SCREENING	50	50	50	39	78	11	46	50
10-5100-51-51041 EMPLOYEE APPRECIATION	10,000	10,000	10,000	10,861	109	-861	12,672	10,000
10-5100-51-51043 CITY EVENTS	0	0	0	26,442				10,000
10-5100-51-51160 ELECTION EXPENSES	6,500	6,500	6,500	2,969	46	3,531	3,464	6,500
10-5100-51-51335 INSURANCE-PROPERTY, CA	1,700	1,700	1,700	1,717	101	-17	2,003	1,700
10-5100-51-51338 INSURANCE LIABILITY	9,000	9,000	9,000	794	9	8,206	926	9,000
10-5100-51-51480 MEETING EXPENSES	1,000	1,000	1,000	931	93	69	1,086	1,000
10-5100-51-51485 MISCELLANEOUS	25,000	25,000	25,000	2,064,808	8,259	-2,039,808	2,409,011	25,000
10-5100-51-51602 PENALTIES & INTEREST	150	150	150	0	0	150	0	150
10-5100-51-51603 PERIODICALS AND PUBLIC	650	650	650	197	30	453	230	650
10-5100-51-51625 POSTAGE/DELIVERY	550	550	550	387	70	163	452	550
10-5100-51-51634 EDC BEAUTIFICATION	50,000	50,000	50,000	205	0	49,795	239	50,000
10-5100-51-51635 PROFESSIONAL & MEMBERS	7,500	7,500	7,500	6,143	82	1,357	7,167	7,500
10-5100-51-51746 SUPPLIES-OFFICE	8,562	8,562	8,562	5,460	64	3,102	6,370	8,562
10-5100-51-51780 TRAVEL	7,500	7,500	7,500	7,163	96	337	8,357	7,500
10-5100-51-51813 UTILITIES-ELECTRIC BLU	9,500	9,500	9,500	6,578	69	2,922	7,675	9,500
10-5100-51-51817 UTILITIES-NATURAL GAS	1,352	1,352	1,352	797	59	555	929	1,352
10-5100-51-52110 OFFICE EQUIPMENT LEASE	4,000	4,000	4,000	3,791	95	209	4,423	4,000
TOTAL OPERATING	147,514	147,514	147,514	2,141,740	1,452	-1,994,226	2,467,918	157,514

REPAIRS & MAINTENANCE

10-5100-52-52010 BUILDING REPAIRS & MAI	30,000	30,000	30,000	3,709	12	26,291	4,327	30,000
10-5100-52-52012 CLEANING & MAINTENANCE	14,000	14,000	14,000	3,518	25	10,482	4,105	14,000
TOTAL REPAIRS & MAINTENANCE	44,000	44,000	44,000	7,227	16	36,773	8,432	44,000

CONTRACTED SERVICES

10-5100-54-51165 ENGINEERING/PLANNING S	85,000	85,000	85,000	57,580	68	27,420	67,178	85,000
10-5100-54-51440 LEGAL FEES	65,000	65,000	65,000	71,511	110	-6,511	83,432	65,000
10-5100-54-51441 JUSTFOIA	0	0	0	0	0	0	0	2,875
10-5100-54-51502 SALES TAX REBATE GREENVIEW	0	0	0	0	0	0	0	170,000
10-5100-54-51503 AD VALEROM REBATE GREENVIEW	0	0	0	0	0	0	0	63,000
10-5100-54-51590 DOCUMENT STORAGE/DESTRUCTION	1,800	1,800	1,800	1,061	59	739	1,238	1,800
10-5100-54-51760 TAXING DISTRICT FEES	18,500	18,500	18,500	20,308	110	-1,808	23,694	18,500
TOTAL CONTRACTED SERVICES	170,300	170,300	170,300	150,460	88	19,840	175,542	406,175

TOTAL ADMINISTRATION EXPENDITURES	825,471	825,471	825,471	2,678,418	324	-1,852,947	3,094,061	1,127,437
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FINANCE EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>PERSONNEL</u>								
10-5150-50-50010 SALARIES	343,203	343,203	343,203	305,170	89	38,033	356,042	419,454
10-5150-50-50050 OVERTIME	2,370	2,370	2,370	964	41	1,406	1,124	2,452
10-5150-50-50075 LONGEVITY	3,000	3,000	3,000	2,100	70	900	2,450	3,000
10-5150-50-50200 EMPLOYER PAID TAXES	26,666	26,666	26,666	22,905	86	3,761	26,723	27,088
10-5150-50-50255 WORKERS' COMPENSATION	2,500	2,500	2,500	2,204	88	296	2,571	2,500
10-5150-50-50325 HEALTH INSURANCE	37,975	37,975	37,975	28,950	76	9,025	33,776	46,460
10-5150-50-50335 HEALTH ASSISTANCE	258	258	258	0	0	258	0	258
10-5150-50-50410 EMPLOYER RETIREMENT CO	20,052	20,052	20,052	22,819	114	-2,767	26,623	38,951
10-5150-50-50520 EMPLOYEE EDUCATION	800	800	800	1,690	211	-890	1,972	2,500
TOTAL PERSONNEL	436,824	436,824	436,824	386,802	89	50,022	451,281	542,663
<u>OPERATING</u>								
10-5150-51-51010 ADVER/POSTING/PUBLIC HEARING	4,500	4,500	4,500	2,230	50	2,270	2,602	4,500
10-5150-51-51011 PRE-EMPLOYMENT SCREEN	100	100	100	40	40	60	47	100
10-5150-51-51042 CREDIT CARD MERCHANT SVCS	39,600	39,600	39,600	37,410	94	2,190	43,646	39,600
10-5150-51-51080 CASH SHORT & OVER	500	500	500	227	45	273	264	500
10-5150-51-51335 INSURANCE-PROPERTY, CA	2,650	2,650	2,650	2,677	101	-27	3,123	2,650
10-5150-51-51338 INSURANCE LIABILITY	3,404	3,404	3,404	370	11	3,034	432	3,404
10-5150-51-51480 MEETING EXPENSES	500	500	500	108	22	392	126	500
10-5150-51-51485 MISCELLANEOUS	1,250	1,250	1,250	7,177	574	-5,927	8,374	1,250
10-5150-51-51602 PENALTIES & INTEREST	600	600	600	0	0	600	0	600
10-5150-51-51603 PERIODICALS AND PUBLIC	100	100	100	45	45	55	53	100
10-5150-51-51625 POSTAGE/DELIVERY	48,000	48,000	48,000	43,895	91	4,105	51,212	48,000
10-5150-51-51635 PROFESSIONAL & MEMBERS	100	100	100	230	230	-130	268	100
10-5150-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	2,964	99	36	3,458	3,000
10-5150-51-51780 TRAVEL	2,100	2,100	2,100	5,093	243	-2,993	5,942	5,000
10-5150-51-52110 OFFICE EQUIPMENT LEASE	3,475	3,475	3,475	2,336	67	1,139	2,725	3,475
10-5150-51-52340 VEHICLE FUEL & OIL	3,185	3,185	3,185	2,634	83	551	3,073	3,185
TOTAL OPERATING	113,064	113,064	113,064	107,436	95	5,628	125,345	115,964
<u>REPAIRS & MAINTENANCE</u>								
10-5150-52-52130 OFFICE EQUIPMENT REPAI	250	250	250	0	0	250	0	250
10-5150-52-52320 VEHICLE REPAIRS & MAINT	600	600	600	225	38	375	263	600
TOTAL REPAIRS & MAINTENANCE	850	850	850	225	26	625	263	850
<u>CONTRACTED SERVICES</u>								
10-5150-54-51000 ACCOUNTING & AUDITING	52,000	52,000	52,000	38,264	74	13,736	44,643	52,000
10-5150-54-51590 DOCUMENT STORAGE	0	0	0	1,256	0	-1,256	1,465	1,300
10-5150-54-51440 LEGAL FEES	1,000	1,000	1,000	0	0	1,000	0	1,000
TOTAL CONTRACTED SERVICES	53,000	53,000	53,000	39,520	75	13,480	46,374	54,300

DEBT PAYMENTS

10-5150-55-52310 VEHICLE LEASE EXPENSE	7,650	7,650	7,650	0	0	7,634	0	0
TOTAL DEBT PAYMENTS	7,650	7,650	7,650	0	0	7,634	0	0

TOTAL FINANCE EXPENDITURES	611,388	611,388	611,388	533,983	87	77,405	623,263	713,777
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STREET EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>PERSONNEL</u>								
10-5225-50-50010 SALARIES	175,090	175,090	175,090	142,103	81	32,987	165,792	263,892
10-5225-50-50050 OVERTIME	5,253	5,253	5,253	4,066	77	1,187	4,744	7,917
10-5225-50-50075 LONGEVITY	1,100	1,100	1,100	1,300	118	-200	1,517	1,800
10-5225-50-50200 EMPLOYER PAID TAXES	13,880	13,880	13,880	10,972	79	2,908	12,801	20,931
10-5225-50-50255 WORKERS' COMPENSATION	20,126	20,126	20,126	10,532	52	9,594	12,287	20,126
10-5225-50-50325 HEALTH INSURANCE	31,646	31,646	31,646	22,470	71	9,176	26,216	46,460
10-5225-50-50335 HEALTH ASSISTANCE	0	0	0	0	0	0	0	258
10-5225-50-50410 EMPLOYER RETIREMENT CO	10,437	10,437	10,437	11,152	107	-715	13,011	25,083
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	500	2,097	419	-1,597	2,446	500
10-5225-50-50700 REIMB UNEMPLOYMENT	9,069	9,069	9,069	0	0	9,069	0	9,069
TOTAL PERSONNEL	267,101	267,101	267,101	204,692	77	62,409	238,814	396,037
<u>OPERATING</u>								
10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	100	0	0	100	0	100
10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	1,400	1,446	103	-46	1,687	1,400
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	2,220	2,220	100	0	2,590	2,220
10-5225-51-51610 LICENSES	250	250	250	100	40	150	117	250
10-5225-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	200
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	100
10-5225-51-51740 SUPPLIES CHEMICALS & MAT'LS	25,000	25,000	25,000	27,276	109	-2,276	31,823	74,000
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	19	4	481	22	500
10-5225-51-51780 TRAVEL	650	650	650	73	11	577	86	200
10-5225-51-51800 UNIFORMS & ACCESSORIES	1,400	1,400	1,400	1,052	75	348	1,228	3,135
10-5225-51-51813 UTILITIES-ELECTRIC BLU	71,200	71,200	71,200	55,810	78	15,390	65,114	75,000
10-5225-51-51815 UTILITIES-ELECTRIC TX	10,000	10,000	10,000	6,031	60	3,969	7,036	10,000
10-5225-51-52340 FUEL & OIL	16,500	16,500	16,500	18,257	111	-1,757	21,301	16,500
10-5225-51-52440 EQUIPMENT RENTAL	6,250	6,250	6,250	2,576	41	3,674	3,006	2,000
10-5225-51-54020 STREET SIGNS	5,000	5,000	5,000	4,669	93	331	5,448	7,000
TOTAL OPERATING	140,770	140,770	140,770	119,530	85	21,240	139,456	192,605
<u>REPAIRS & MAINTENANCE</u>								
10-5225-52-52010 BUILDING REPAIRS & MAI	2,500	2,500	2,500	5,615	225	-3,115	6,551	1,500
10-5225-52-52320 VEH REPAIRS & MAINTENA	7,000	7,000	7,000	2,620	37	4,380	3,057	7,000
10-5225-52-52430 MACHINERY EQUIP-REPAIR	13,000	13,000	13,000	12,266	94	734	14,311	13,000
10-5225-52-54010 STREET REPAIRS & MAINT	25,000	25,000	25,000	266,422	1,066	-241,422	310,834	30,000
TOTAL REPAIRS & MAINTENANCE	47,500	47,500	47,500	286,923	604	-239,423	334,753	51,500
<u>CONTRACTED SERVICES</u>								
10-5225-54-51165 ENGINEERING/PLANNING S	10,000	10,000	10,000	4,113	41	5,888	4,798	10,000
10-5225-54-51166 STREET CONTRACTED REPAIRS	225,000	225,000	225,000	208,810	93	16,190	243,619	225,000
10-5225-54-54100 TRASH COLLECTION FEES	975,000	975,000	975,000	848,667	87	126,333	990,140	1,075,000

TOTAL CONTRACTED SERVICES	1,210,000	1,210,000	1,210,000	1,061,589	88	148,411	1,238,556	1,310,000
DEBT PAYMENTS								
10-5225-55-52310 VEHICLE LEASE EXPENSE	52,735	52,735	52,735	52,735	100	0	61,526	31,797
10-5225-55-52410 MACHINERY EQUIPMENT LE	14,077	14,077	14,077	0	0	14,077	0	29,800
TOTAL DEBT PAYMENTS	66,812	66,812	66,812	52,735	79	14,077	61,526	61,597
CAPITAL OUTLAY < \$5K								
10-5225-57-52400 MACHINERY EQUIPMENT-PU	6,000	6,000	6,000	2,698	45	3,302	3,148	6,000
10-5225-57-52450 TOOLS	5,000	5,000	5,000	3,800	76	1,200	4,433	5,000
TOTAL CAPITAL OUTLAY < \$5K	11,000	11,000	11,000	6,498	59	4,502	7,581	11,000
CAPITAL OUTLAY > \$5K								
10-5225-58-52400 MACHINERY EQUIPMENT-PU	25,000	25,000	25,000	0	0	25,000	0	25,000
TOTAL CAPITAL OUTLAY > \$5K	25,000	25,000	25,000	0	0	25,000	0	25,000
TOTAL STREET EXPENDITURES	1,768,183	1,768,183	1,768,183	1,731,968	98	36,215	2,020,687	2,047,738

PARKS EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED REQUESTED
PERSONNEL								
10-5400-50-50010 SALARIES	198,558	198,558	198,558	189,091	95	9,467	220,612	279,088
10-5400-50-50050 OVERTIME	6,000	6,000	6,000	1,835	31	4,165	2,141	8,373
10-5400-50-50075 LONGEVITY	4,400	4,400	4,400	4,400	100	0	5,133	5,100
10-5400-50-50200 EMPLOYER PAID TAXES	15,982	15,982	15,982	14,408	90	1,574	16,809	22,381
10-5400-50-50255 WORKERS' COMPENSATION	0	0	0	0	0	0	0	1,256
10-5400-50-50325 HEALTH INSURANCE	31,646	31,646	31,646	27,282	86	4,364	31,830	46,460
10-5400-50-50410 EMPLOYER RETIREMENT CO	12,018	12,018	12,018	14,695	122	-2,677	17,145	26,821
10-5400-50-50520 EMPLOYEE EDUCATION	3,000	3,000	3,000	2,063	69	937	2,407	2,000
10-5400-50-50700 REIMB UNEMPLOYMENT	3,000	3,000	3,000	0	0	3,000	0	3,000
TOTAL PERSONNEL	274,604	274,604	274,604	253,774	92	20,830	296,078	394,478
OPERATING								
10-5400-51-51011 PRE-EMPLOYMENT SCREENING	0	0	0	0	0	0	0	0
10-5400-51-51335 INSURANCE-PROPERTY, CA	0	0	0	32	0	-32	37	0
10-5400-51-51338 INSURANCE LIABILITY	0	0	0	20	0	-20	23	0
10-5400-51-51485 MISCELLANEOUS	0	0	0	243	0	-243	284	0
10-5400-51-51610 LICENSES	600	600	600	0	0	600	0	500
10-5400-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	200
10-5400-51-51640 DUES & SUBSCRIPTIONS	100	100	100	28	28	72	33	100
10-5400-51-51740 SUPPLIES CHEMICALS	17,500	17,500	17,500	11,281	64	6,219	13,161	20,000
10-5400-51-51741 SUPPLIES MATERIALS	0	0	0	2,185	0	-2,185	2,549	0
10-5400-51-51746 SUPPLIES-OFFICE	0	0	0	0	0	0	0	0
10-5400-51-51780 TRAVEL	500	500	500	49	10	451	57	200
10-5400-51-51800 UNIFORMS & ACCESSORIES	2,700	2,700	2,700	2,512	93	188	2,931	2,600
10-5400-51-51813 UTILITIES-ELECTRIC BLU	1,000	1,000	1,000	840	84	160	980	2,000
10-5400-51-52340 FUEL & OIL	8,500	8,500	8,500	2,435	29	6,065	2,840	6,000
10-5400-51-52440 EQUIPMENT RENTAL	1,500	1,500	1,500	1,656	110	-156	1,933	2,000
10-5400-51-54020 PARKS SIGNS	500	500	500	385	77	115	449	1,000
TOTAL OPERATING	33,100	33,100	33,100	21,666	65	11,434	25,278	34,600
REPAIRS & MAINTENANCE								
10-5400-52-52010 BUILDING REPAIRS & MAI	1,500	1,500	1,500	916	61	584	1,069	4,000
10-5400-52-52320 VEH REPAIRS & MAINTENA	5,000	5,000	5,000	1,950	39	3,050	2,275	5,000
10-5400-52-52430 MACHINERY EQUIP-REPAIR	9,000	9,000	9,000	11,588	129	-2,588	13,520	10,000
10-5400-52-54015 PARK REPAIRS /MAINTENAN	105,000	105,000	105,000	47,742	45	57,258	55,701	105,000
10-5400-52-54016 CEMETARY REPAIRS/MAINTENANCE	5,000	5,000	5,000	1,740	35	3,260	2,030	5,000
TOTAL REPAIRS & MAINTENANCE	125,500	125,500	125,500	63,937	51	61,563	74,595	129,000

DEBT PAYMENTS

10-5400-55-52310 VEHICLE LEASE EXPENSE	15,000	15,000	15,000	15,000	100	0	17,501	15,000
10-5400-55-52410 MACHINERY EQUIPMENT LE	13,200	13,200	13,200	13,177	100	23	15,374	13,200
TOTAL DEBT PAYMENTS	28,200	28,200	28,200	28,177	100	23	32,874	28,200
<u>CAPITAL OUTLAY < \$5K</u>								
10-5400-57-52400 MACHINERY EQUIPMENT-PU	7,100	7,100	7,100	4,564	64	2,536	5,325	7,100
10-5400-57-52450 TOOLS	2,500	2,500	2,500	1,351	54	1,149	1,576	2,500
TOTAL CAPITAL OUTLAY < \$5K	9,600	9,600	9,600	5,915	62	3,685	6,902	9,600
<u>CAPITAL OUTLAY > \$5K</u>								
10-5400-58-52400 MACHINERY EQUIPMENT-PU	12,000	12,000	12,000	0	0	12,000	0	12,000
TOTAL CAPITAL OUTLAY > \$5K	12,000	12,000	12,000	0	0	12,000	0	12,000
TOTAL PARKS EXPENDITURES	483,004	483,004	483,004	373,469	77	109,535	435,726	607,878

DEVELOPMENT SERVICES EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
PERSONNEL								
10-5300-50-50010 SALARIES	281,027	281,027	281,027	258,054	92	22,973	301,072	293,952
10-5300-50-50050 OVERTIME	200	200	200	30	15	170	35	200
10-5300-50-50075 LONGEVITY	1,600	1,600	1,600	1,600	100	0	1,867	2,600
10-5300-50-50200 EMPLOYER PAID TAXES	21,753	21,753	21,753	19,264	89	2,489	22,476	22,827
10-5300-50-50255 WORKERS' COMPENSATION	165	165	165	922	559	-757	1,076	165
10-5300-50-50325 HEALTH INSURANCE	30,803	30,803	30,803	25,668	83	5,135	29,947	33,186
10-5300-50-50335 HEALTH ASSISTANCE	258	258	258	0	0	258	0	258
10-5300-50-50410 EMPLOYER RETIREMENT CO	16,357	16,357	16,357	19,473	119	-3,116	22,719	27,356
10-5300-50-50520 EMPLOYEE EDUCATION	4,600	4,600	4,600	2,744	60	1,856	3,202	4,600
10-5300-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	357,263	357,263	357,263	327,757	92	29,506	382,394	385,644
OPERATING								
10-5300-51-51011 PRE-EMPLOYMENT SCREENING	20	20	20	0	0	20	0	20
10-5300-51-51042 CREDIT CARD MERCHANT	29,400	29,400	29,400	13,146	45	16,254	15,338	29,400
10-5300-51-51330 BLDG INSPECTION FEES	7,000	7,000	7,000	250	4	6,750	292	7,000
10-5300-51-51331 SUB DIV & INSP. FEES	10,000	10,000	10,000	0	0	10,000	0	10,000
10-5300-51-51332 OVERPAYMENT/REFUNDS	5,000	5,000	5,000	221	4	4,779	258	5,000
10-5300-51-51335 INSURANCE-PROPERTY, CA	200	200	200	206	103	-6	241	200
10-5300-51-51338 INSURANCE LIABILITY	100	100	100	755	755	-655	881	100
10-5300-51-51485 MISCELLANEOUS	1,250	1,250	1,250	287	23	963	335	1,250
10-5300-51-51603 POSTING & NOTIFICATION	4,516	4,516	4,516	1,820	40	2,696	2,124	4,516
10-5300-51-51610 PERMITS & LICENSES	100	100	100	0	0	100	0	100
10-5300-51-51611 TRAVIS CO RECORDATION FEES	2,000	2,000	2,000	500	25	1,500	583	2,000
10-5300-51-51625 POSTAGE/DELIVERY	1,475	1,475	1,475	586	40	889	683	1,475
10-5300-51-51635 PROF/MEMBERSHIP DUES	2,000	2,000	2,000	1,372	69	628	1,601	2,000
10-5300-51-51746 SUPPLIES-OFFICE	2,500	2,500	2,500	2,080	83	420	2,426	2,500
10-5300-51-51780 TRAVEL	7,000	7,000	7,000	4,133	59	2,867	4,822	7,000
10-5300-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	953	48	1,047	1,112	2,000
10-5300-51-52110 OFFICE EQUIP LEASES	1,670	1,670	1,670	2,227	133	-557	2,598	1,670
10-5300-51-52340 VEHICLE FUEL & OIL	5,000	5,000	5,000	3,454	69	1,546	4,029	5,000
TOTAL OPERATING	81,231	81,231	81,231	31,991	39	49,240	21,986	81,231
REPAIRS & MAINTENANCE								
10-5300-52-52320 VEHICLE REPAIRS & MAIN	3,000	3,000	3,000	1,380	46	1,620	1,611	3,000
TOTAL REPAIRS & MAINTENANCE	3,000	3,000	3,000	1,380	46	1,620	1,611	3,000
CONTRACTED SERVICES								
10-5300-54-51165 ENG/PLANNING SERVICES	110,000	110,000	110,000	149,510	136	-39,510	174,434	110,000
10-5300-54-51440 LEGAL FEES	8,200	8,200	8,200	11,395	139	-3,195	13,295	8,200
10-5300-54-51450 COMPREHENSIVE PLANNING SVC	100,000	100,000	100,000	0	0	0	0	150,000

10-5300-54-51590 DOCUMENT STORAGE	260	260	260	265	102	-5	309	260
10-5300-54-53240 ORDINANCE CODIFICATION SVC	15,000	15,000	15,000	274	2	14,726	320	15,000
TOTAL CONTRACTED SERVICES	233,460	233,460	233,460	161,444	69	72,016	188,357	283,460
DEBT PAYMENTS								
10-5300-55-52310 VEHICLE LEASE EXPENSE	25,000	25,000	25,000	11,390	0	0	0	25,000
TOTAL DEBT PAYMENTS	25,000	25,000	25,000	11,390	46	13,610	0	25,000
TOTAL DEVELOPMENT SERVICES EXPENDITURES	699,954	699,954	699,954	533,963	292	165,991	594,348	778,335

MUNICIPAL COURT EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>PERSONNEL</u>								
10-5500-50-50010 SALARIES	159,312	159,312	159,312	128,703	81	30,609	150,158	188,140
10-5500-50-50050 OVERTIME	8,000	8,000	8,000	14,558	182	-6,558	16,985	1,166
10-5500-50-50075 LONGEVITY	700	700	700	900	129	-200	1,050	1,300
10-5500-50-50150 MUNICIPAL JUDGES SALAR	42,600	42,600	42,600	39,822	93	2,778	46,461	42,600
10-5500-50-50200 EMPLOYER PAID TAXES	12,378	12,378	12,378	11,969	97	409	13,964	14,581
10-5500-50-50255 WORKERS' COMPENSATION	3,100	3,100	3,100	2,811	91	289	3,279	3,100
10-5500-50-50325 HEALTH INSURANCE	25,317	25,317	25,317	20,242	80	5,075	23,616	26,549
10-5500-50-50335 HEALTH ASSITANCE	258	258	258	0	0	258	0	258
10-5500-50-50410 EMPLOYER RETIREMENT CO	9,308	9,308	9,308	10,979	118	-1,671	12,809	15,208
10-5500-50-50520 EMPLOYEE EDUCATION	3,000	3,000	3,000	1,266	42	1,734	1,477	3,000
10-5500-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	264,473	264,473	264,473	231,251	87	33,222	269,800	296,402
<u>OPERATING</u>								
10-5500-51-51011 PRE-EMPLOYMENT SCREENING	25	25	25	39	156	-14	46	25
10-5500-51-51042 COURT TECHNOLOGY EXPEN	6,500	6,500	6,500	27,086	417	-20,586	31,602	15,000
10-5500-51-51080 CASH SHORT (OVER)	100	100	100	0	0	100	0	100
10-5500-51-51485 MISCELLANEOUS	500	500	500	1,019	204	-519	1,189	500
10-5500-51-51603 PERIODICALS & PUBLICAT	100	100	100	0	0	100	0	100
10-5500-51-51625 POSTAGE/DELIVERY	1,600	1,600	1,600	2,015	126	-415	2,351	1,600
10-5500-51-51635 PROFESSIONAL & MEMBERS	320	320	320	277	87	43	323	320
10-5500-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	3,509	117	-509	4,094	3,000
10-5500-51-51780 TRAVEL	1,500	1,500	1,500	1,221	81	279	1,424	1,500
10-5500-51-52100 COURT SECURITY	23,000	23,000	23,000	342	1	22,658	399	23,000
10-5500-51-52110 OFFICE EQUIPMENT LEASE	3,100	3,100	3,100	2,269	73	831	2,647	3,100
TOTAL OPERATING	39,745	39,745	39,745	37,777	95	1,968	44,029	48,245
<u>CONTRACTED SERVICES</u>								
10-5500-54-51440 LEGAL FEES	23,000	23,000	23,000	34,352	149	-11,352	40,079	23,000
10-5500-54-51595 COLLECTION FEES	32,000	32,000	32,000	41,306	129	-9,306	48,191	32,000
10-5500-54-56010 STATE COURT COST	222,000	222,000	222,000	215,446	97	6,554	251,361	222,000
10-5500-54-56425 JURY EXPENSE	500	500	500	72	14	428	84	500
TOTAL CONTRACTED SERVICES	277,500	277,500	277,500	291,177	105	-13,677	339,716	277,500
<u>CAPITAL OUTLAY < \$5K</u>								
10-5500-57-56105 CAP OUTLAY-COURT SECUR	1,620	1,620	1,620	0	0	1,620	0	1,620
TOTAL CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	0	0	1,620	0	1,620
<u>CAPITAL OUTLAY > \$5K</u>								
10-5500-58-56105 CAP OUTLAY-COURT SECUR	6,000	6,000	6,000	0	0	6,000	0	6,000
10-5500-58-56108 CAP OUTLAY-COURT TECH	40,000	40,000	40,000	0	0	40,000	0	40,000

TOTAL CAPITAL OUTLAY > \$5K	46,000	46,000	46,000	0	0	46,000	0	46,000
TOTAL MUNICIPAL COURT EXPENSES	629,338	629,338	629,338	560,204	287	69,134	653,544	669,767

POLICE EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
PERSONNEL								
10-5600-50-50010 SALARIES	1,949,237	1,949,237	1,949,237	1,752,389	90	196,848	2,044,512	2,192,224
10-5600-50-50050 OVERTIME	81,296	81,296	81,296	81,933	101	-637	95,591	87,317
10-5600-50-50075 LONGEVITY PAY	16,700	16,700	16,700	21,308	128	-4,608	24,860	17,600
10-5600-50-50200 EMPLOYER PAID TAXES	163,690	163,690	163,690	136,980	84	26,710	159,815	175,731
10-5600-50-50255 WORKERS' COMPENSATION	30,000	30,000	30,000	27,504	92	2,496	32,089	30,000
10-5600-50-50325 HEALTH INSURANCE	234,181	234,181	234,181	176,453	75	57,728	205,868	245,575
10-5600-50-50335 HEALTH ASSISTANCE	258	258	258	0	0	258	0	258
10-5600-50-50410 EMPLOYER RETIREMENT CO	123,561	123,561	123,561	139,897	113	-16,336	163,218	211,409
10-5600-50-50520 EMPLOYEE EDUCATION	30,000	30,000	30,000	16,578	55	13,422	19,341	35,000
10-5600-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	2,629,423	2,629,423	2,629,423	2,353,043	89	276,380	2,745,295	2,995,613
OPERATING								
10-5600-51-51010 ADVER/POSTING NOTIFICATIONS	500	500	500	0	0	500	0	500
10-5600-51-51335 INSURANCE-PROPERTY, CA	900	900	900	906	101	-6	1,057	900
10-5600-51-51338 INSURANCE LIABILITY	35,000	35,000	35,000	29,082	83	5,918	33,930	35,000
10-5600-51-51485 MISCELLANEOUS	4,500	4,500	4,500	4,733	105	-233	5,523	6,500
10-5600-51-51603 PERIODICALS & PUBLICAT	250	250	250	162	65	88	190	250
10-5600-51-51610 LICENSING	500	500	500	410	82	90	478	500
10-5600-51-51620 PHYSICALS/DRUG TESTING	2,500	2,500	2,500	2,321	93	179	2,708	2,500
10-5600-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	1,294	65	706	1,510	2,000
10-5600-51-51635 PROFESSIONAL & MEMBERS	900	900	900	510	57	390	595	900
10-5600-51-51746 SUPPLIES-OFFICE	8,500	8,500	8,500	9,046	106	-546	10,554	8,500
10-5600-51-51748 SUPPLIES-POLICE SPECIA	17,500	17,500	17,500	16,342	93	1,158	19,067	20,000
10-5600-51-51780 TRAVEL	10,000	10,000	10,000	9,988	100	12	11,653	10,000
10-5600-51-51798 CRIME LAB	5,000	5,000	5,000	4,860	97	140	5,670	7,500
10-5600-51-51799 CID SPECIALTY EQUIPMENT	8,500	8,500	8,500	7,677	90	823	8,956	8,500
10-5600-51-51800 UNIFORMS & ACCESSORIES	41,133	41,133	41,133	37,003	90	4,130	43,171	42,133
10-5600-51-51801 SAFETY & ACCESSORIES	2,000	2,000	2,000	1,853	93	148	2,161	3,000
10-5600-51-51802 AMMO/RANGE	25,000	25,000	25,000	6,396	26	18,604	7,462	25,000
10-5600-51-51803 HONOR GUARD	2,500	2,500	2,500	3,100	124	-600	3,617	4,000
10-5600-51-51804 CITIZEN POLICE ACADEMY	7,500	7,500	7,500	2,336	31	5,164	2,725	7,500
10-5600-51-51805 POLICE BANQUET	2,500	2,500	2,500	2,159	86	341	2,518	2,500
10-5600-51-51806 TRAFFIC SPECIALTY EQUIP	0	0	0	0	0	0	0	25,000
10-5600-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	7,561	63	4,439	8,822	12,000
10-5600-51-52110 OFFICE EQUIPMENT LEASE	6,400	6,400	6,400	6,038	94	362	7,044	6,400
10-5600-51-52340 FUEL & OIL	80,000	80,000	80,000	69,961	87	10,039	81,623	80,000
10-5600-51-57400 WRECKER SERVICE	500	500	500	0	0	500	0	500
TOTAL OPERATING	276,083	276,083	276,083	223,737	81	52,346	261,034	311,583

REPAIRS & MAINTENANCE

10-5600-52-52010 BUILDING REPAIRS & MAI	15,000	15,000	15,000	7,596	51	7,404	8,862	15,000
10-5600-52-52012 CLEANING & MAINTENANCE	4,000	4,000	4,000	3,668	92	332	4,279	4,000
10-5600-52-52320 VEHICLE REPAIRS & MAIN	51,000	51,000	51,000	56,261	110	-5,261	65,640	60,000
10-5600-52-52321 VEHICLE DAMAGE	15,000	15,000	15,000	35,316	235	-20,316	41,203	15,000
TOTAL REPAIRS & MAINTENANCE	85,000	85,000	85,000	102,841	121	-17,841	119,984	94,000

CONTRACTED SERVICES

10-5600-54-51440 LEGAL FEES	1,500	1,500	1,500	2,585	172	-1,085	3,016	2,500
10-5600-54-51502 CONSULTING SERVICES	1,000	1,000	1,000	0	0	1,000	0	1,000
10-5600-54-51590 DESTRUCTION SERVICES	660	660	660	280	42	380	327	1,000
10-5600-54-57001 RRS EMERGENCY RADIO SYS	15,500	15,500	15,500	8,571	55	6,929	10,000	15,500
10-5600-54-57350 EMERGENCY DISPATCH SER	177,666	177,666	177,666	177,666	100	0	207,283	204,316
TOTAL CONTRACTED SERVICES	196,326	196,326	196,326	189,102	96	7,224	220,625	224,316

DEBT PAYMENTS

10-5600-55-52310 VEHICLE LEASE EXPENSE	274,000	274,000	274,000	271,503	99	2,497	316,763	279,000
TOTAL DEBT PAYMENTS	274,000	274,000	274,000	271,503	99	2,497	316,763	279,000

CAPITAL OUTLAY < \$5K

10-5600-57-57100 ANIMAL CONTROL EQUIPME	5,000	5,000	5,000	305	6	4,695	356	5,000
10-5600-57-57101 OFFICE EQUIP PURCHASE	4,500	4,500	4,500	678	15	3,822	790	4,500
TOTAL CAPITAL OUTLAY < \$5K	9,500	9,500	9,500	983	10	8,517	1,147	9,500

CAPITAL OUTLAY > \$5K

10-5600-58-52101 PD CONSTRUCTION SITE	5,000	5,000	5,000	0	0	5,000	0	5,000
10-5600-58-52330 POLICE SPECIALTY EQUIP	20,000	20,000	20,000	0	0	20,000	0	20,000
10-5600-58-57300 POLICE COMMUNICATION E	15,000	15,000	15,000	3,989	27	11,011	4,654	15,000
10-5600-58-58000 GRANT EXPENDITURES	9,470	9,470	9,470	298	3	9,172	347	9,470
10-5600-58-58001 OVC GRANT 2018-V3-GX-0024	0	0	0	0	0	0	0	36,000
TOTAL CAPITAL OUTLAY > \$5K	49,470	49,470	49,470	4,287	9	45,183	5,002	49,470

TOTAL POLICE EXPENDITURES	3,519,802	3,519,802	3,519,802	3,145,496	89	374,306	3,669,850	3,963,482
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IT EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
PERSONNEL								
10-5700-50-50010 SALARIES	85,815	85,815	85,815	70,345	82	15,470	82,071	95,871
10-5700-50-50050 OVERTIME	0	0	0	153	0	-153	178	3,901
10-5700-50-50075 LONGEVITY PAY	300	300	300	300	100	0	350	400
10-5700-50-50200 EMPLOYER PAID TAXES	6,588	6,588	6,588	5,438	83	1,150	6,344	7,663
10-5700-50-50255 WORKERS' COMPENSATION	1,150	1,150	1,150	1,811	157	-661	2,113	1,150
10-5700-50-50325 HEALTH INSURANCE	12,658	12,658	12,658	7,516	59	5,142	8,769	13,274
10-5700-50-50410 EMPLOYER RETIREMENT CO	5,230	5,230	5,230	5,792	111	-562	6,758	9,623
10-5700-50-50520 EMPLOYEE EDUCATION	3,500	3,500	3,500	0	0	3,500	0	4,500
10-5700-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	4,246	88	554	4,954	4,800
10-5700-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	500
TOTAL PERSONNEL	120,541	120,541	120,541	95,600	79	24,941	111,537	141,684
OPERATING								
10-5700-51-51625 POSTAGE/DELIVERY	50	50	50	48	95	2	56	100
10-5700-51-51635 PROFESSIONAL/MEMBERSHIP	550	550	550	969	176	-419	1,130	900
10-5700-51-51746 SUPPLIES-OFFICES	1,000	1,000	1,000	1,363	136	-363	1,591	2,000
10-5700-51-51769 INTERNET SERVICE								35,000
10-5700-51-51770 TELEPHONE COMMUNICATION	35,000	35,000	35,000	31,798	91	3,202	37,098	15,000
10-5700-51-51775 WIRELESS COMMUNICATION	65,000	65,000	65,000	62,242	96	2,758	72,618	78,000
10-5700-51-51780 TRAVEL	2,300	2,300	2,300	13	1	2,287	15	2,300
TOTAL OPERATING	103,900	103,900	103,900	96,433	93	7,467	112,508	133,300
REPAIRS & MAINTENANCE								
10-5700-52-52000 COMPUTER R & M	6,085	6,085	6,085	0	0	6,085	0	6,085
TOTAL REPAIRS & MAINTENANCE	6,085	6,085	6,085	0	0	6,085	0	6,085
CONTRACTED SERVICES								
10-5700-54-51500 COMPUTER/HARDWARE LEASE				5,375				
10-5700-54-51501 IT CONSULTING SERVICES	20,000	20,000	20,000	23,387	117	-3,387	27,285	25,000
10-5700-54-52005 EMERGENCY NOTIFICATION	5,000	5,000	5,000	0	0	5,000	0	5,000
10-5700-54-52240 SOFTWARE ANNUAL FEES	115,000	115,000	115,000	96,022	83	18,978	112,029	125,000
TOTAL CONTRACTED SERVICES	140,000	140,000	140,000	124,784	89	15,216	139,314	155,000
CAPITAL OUTLAY <\$5K								
10-5700-57-52200 COMPUTER EQUIPMENT	65,000	65,000	65,000	21,492	33	43,508	25,075	65,000
TOTAL CAPITAL OUTLAY<\$5K	65,000	65,000	65,000	21,492	33	43,508	25,075	65,000
CAPITAL OUTLAY >\$5K								
10-5700-58-52200 COMPUTER EQUIPMENT	25,000	25,000	25,000	38,400	154	-13,400	44,801	30,000
TOTAL CAPITAL OUTLAY>\$5K	25,000	25,000	25,000	38,400	154	-13,400	44,801	30,000
TOTAL IT EXPENDITURES	460,526	460,526	460,526	376,709	82	83,817		531,069

	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
COMMUNITY DEV.								
PERSONNEL								
10-5800-50-50010 SALARIES				0	0	0	0	77,005
10-5800-50-50200 EMPLOYER PAID TAXES				0	0	0	0	5,891
10-5800-50-50255 WORKERS' COMPENSATION				0	0	0	0	347
10-5800-50-50325 HEALTH INSURANCE				0	0	0	0	6,637
10-5800-50-50410 EMPLOYER RETIREMENT CO				0	0	0	0	7,059
10-5800-50-50520 EMPLOYEE EDUCATION				0	0	0	0	4,675
TOTAL PERSONNEL	0	0	0	0	0	0	0	101,614
OPERATING								
10-5800-51-51010 ADVERTISING								5,000
10-5800-51-51043 CITY EVENTS					0	0	0	50,000
10-5800-51-51625 POSTAGE/DELIVERY					0	0	0	1,500
10-5800-51-51635 PROFESSIONAL/MEMBERSHIP					0	0	0	1,850
10-5800-51-51746 SUPPLIES-OFFICES					0	0	0	2,000
10-5800-51-51480 MEETING EXPENSES					0	0	0	1,500
10-5800-51-51780 TRAVEL					0	0	0	5,000
TOTAL OPERATING	0	0	0	0	0	0	0	66,850
TOTAL COMMUNITY DEV EXPENDITURES	0	0	0	0	0	0		168,464
TOTAL EXPENDITURES	8,997,667	8,997,666	8,997,666	9,934,210	1,338	-936,544	0	10,607,947
REVENUES OVER/(UNDER) EXPENDITURES	-186,210	-186,209	-186,209	410,359		-596,568	912,396	203,724

**20 -UTILITY FUND
FINANCIAL SUMMARY**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

91.67 % OF YEAR COMPLETE

REVENUE SUMMARY	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>WATER</u>								
WATER/SEWER CHARGES	2,069,196	2,068,146	2,068,146	2,216,931	107.2	(148,785)	2,586,493	2,089,796
OTHER	0	0	0	0	0.0	0	0	0
TRANSFERS	0	0	0	(6,271)	0.0	6,271	(9,407)	0
TOTAL WATER	2,069,196	2,068,146	2,068,146	2,210,660	106.9	(142,514)	2,577,087	2,089,796
<u>WASTEWATER</u>								
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0
WATER/SEWER CHARGES	1,650,625	1,650,625	1,650,625	1,871,566	113.4	(220,941)	2,183,556	1,660,000
OTHER	4,400	4,400	4,400	150,237	3,414.5	(145,837)	175,281	10,000
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER	1,655,025	1,655,025	1,655,025	2,021,803	122.2	(366,778)	2,358,837	1,670,000
<u>NON-DEPARTMENTAL</u>								
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0.0	0	0	0
TOTAL REVENUES	3,724,221	3,723,171	3,723,171	4,232,463	113.7	(509,292)	4,935,924	3,759,796

91.67 % OF YEAR COMPLETE

EXPENDITURE SUMMARY	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>PUBLIC WORKS</u>								
PERSONNEL	365,294	365,294	365,294	339,346	92.9	25,948	395,915	488,227
OPERATING	21,873	21,873	21,873	10,800	49.4	11,073	12,601	22,073
REPAIRS & MAINTENANCE	9,500	9,500	9,500	7,673	80.8	1,827	8,952	7,000
CONTRACTED SERVICES	3,000	3,000	3,000	25	0.8	2,975	29	0
DEBT PAYMENTS	0	0	0	0	0.0	0	0	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL PUBLIC WORKS	399,667	399,667	399,667	357,845	89.5	41,822	417,497	517,300

WATER

PERSONNEL	375,857	375,857	375,857	192,988	51.3	182,869	225,159	349,494
OPERATING	214,950	214,950	214,950	134,549	62.6	80,401	156,978	185,060
REPAIRS & MAINTENANCE	46,000	46,000	46,000	43,671	94.9	2,329	50,951	63,500
WATER/WASTEWATER	1,378,000	1,378,000	1,378,000	1,200,499	87.1	177,501	1,400,622	1,446,000
CONTRACTED SERVICES	150	150	150	168	111.9	(18)	196	150
DEBT PAYMENTS	30,300	30,300	30,300	30,300	100.0	0	35,351	30,300
CAPITAL OUTLAY < \$5K	11,000	11,000	11,000	2,045	18.6	8,955	2,386	8,000
CAPITAL OUTLAY > \$5K	9,000	9,000	9,000	0	0.0	9,000	0	9,000
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WATER	2,065,257	2,065,257	2,065,257	1,604,220	77.7	461,037	1,871,643	2,091,504

WASTEWATER

PERSONNEL	161,392	161,392	161,392	115,101	71.3	46,291	134,289	171,350
OPERATING	190,445	190,445	190,445	183,477	96.3	6,968	214,062	250,645
REPAIRS & MAINTENANCE	50,500	50,500	50,500	80,820	160.0	(30,320)	94,292	60,500
WATER/WASTEWATER	572,450	572,450	572,450	531,366	92.8	41,084	619,945	576,000
CONTRACTED SERVICES	9,000	9,000	9,000	7,630	84.8	1,371	8,901	35,000
DEBT PAYMENTS	18,160	18,160	18,160	7,469	41.1	10,691	8,714	18,160
CAPITAL OUTLAY < \$5K			11,000					5,000
CAPITAL OUTLAY > \$5K	15,000	15,000	15,000	14,229	94.9	771	16,601	36,000
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER	1,016,947	1,016,947	1,027,947	940,091	91.5	87,856	1,096,804	1,152,655

NON-DEPARTMENTAL

CAPITAL OUTLAY > \$5K	0	0	0	764,364	0.0	(764,364)	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0.0	0	0	0

TOTAL EXPENDITURES	3,481,871	3,481,871	3,492,871	2,902,155	83.1	590,716	3,385,945	3,761,459
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REVENUES OVER/(UNDER) EXPENDITURES	242,350	241,300	230,300	1,330,308	(1,100,008)		1,549,980	-1,663
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**20 -UTILITY FUND
REVENUES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

91.67 % OF YEAR COMPLETE								
	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
WATER REVENUES								
WATER/SEWER CHARGES								
20-4250-42-42099 MISCELLANEOUS	525	525.00	525.00	1,517	288.9	(992)	1,769	525
TOTAL MISCELLANEOUS	525	525.00	525.00	1,517	289	-992	1,769	525
20-4250-43-42099 CREDIT CARD PAYMENT FEE	25,350.00	25,350.00	25,350.00	48,137	189.9	(22,787)	56,161	40,000
20-4250-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	0
20-4250-43-43010 WATER SALES	1,725,953.79	1,725,953.79	1,725,953.79	1,827,189	105.9	(101,235)	2,131,781	1,725,954
20-4250-43-43015 BULK WATER SALES	92.00	92.00	92.00	0	0.0	92	0	92
20-4250-43-43025 LATE FEES WATER	28,000.00	28,000.00	28,000.00	44,035	157.3	(16,035)	51,376	35,000
20-4250-43-43028 RETURN CHECK FEES	1,000.00	1,000.00	1,000.00	805	80.5	195	939	1,000
20-4250-43-43075 WATER TAP FEES	225,000.00	225,000.00	225,000.00	228,750	101.7	(3,750)	266,883	225,000
20-4250-43-43076 WATER METER FEE	250.00	250.00	250.00	0	0.0	250	0	250
20-4250-43-43080 CONNECTION CHARGES	62,500.00	62,500.00	62,500.00	68,015	108.8	(5,515)	79,353	62,500
TOTAL WATER/SEWER CHARGES	2,069,196	2,068,146	2,068,146	2,216,931	107.2	(148,785)	2,586,493	2,089,796
TOTAL WATER REVENUES	2,069,196	2,068,146	2,068,146	2,212,177	107.0	(144,031)	2,577,087	2,090,321
WASTEWATER REVENUES								
WATER/SEWER CHARGES								
20-4275-43-41320 SLUDGE DUMP FEES	25,000.00	25,000.00	25,000.00	11,447	45.8	13,553	13,355	25,000
20-4275-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	0
20-4275-43-43110 SEWER SERVICE	1,397,324.96	1,397,324.96	1,397,324.96	1,586,292	113.5	(188,967)	1,850,727	1,400,000
20-4275-43-43125 LATE FEES SEWER	28,300.00	28,300.00	28,300.00	41,327	146.0	(13,027)	48,217	35,000
20-4275-43-43175 SEWER TAP FEES	200,000.00	200,000.00	200,000.00	232,500	116.3	(32,500)	271,258	200,000
TOTAL WATER/SEWER CHARGES	1,650,625	1,650,625	1,650,625	1,871,566	113.4	(220,941)	2,183,556	1,660,000
OTHER								
20-4275-48-48000 INTEREST INCOME	4,400	4,400	4,400	150,237	3,414.5	(145,837)	175,281	10,000
TOTAL OTHER	4,400	4,400	4,400	150,237	3,414.5	(145,837)	175,281	10,000
TOTAL WASTEWATER REVENUES	1,655,025	1,655,025	1,655,025	2,021,803	122.2	(366,778)	2,358,837	1,670,000
TOTAL REVENUES	3,724,221	3,723,171	3,723,171	4,233,979	113.7	(510,809)	4,935,924	3,760,321

**20 -UTILITY FUND
EXPENDITURES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

	FY 2018-19	FY 2018-19	FY 2018-19	91.67 % OF YEAR COMPLETE				
PUBLIC WORKS EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
PERSONNEL								
20-5200-50-50010 SALARIES	278,077.23	278,077.23	278,077.23	264,132	95.0	13,945	308,163	367,726
20-5200-50-50050 OVERTIME	1,600.00	1,600.00	1,600.00	0	0.0	1,600	0	1,600
20-5200-50-50075 LONGEVITY	4,400.00	4,400.00	4,400.00	4,400	100.0	0	5,133	4,800
20-5200-50-50200 EMPLOYER PAID TAXES	21,727.26	21,727.26	21,727.26	20,318	93.5	1,409	23,706	28,620
20-5200-50-50255 WORKERS' COMPENSATION	5,000.00	5,000.00	5,000.00	3,847	76.9	1,153	4,488	5,000
20-5200-50-50325 HEALTH INSURANCE	25,316.87	25,316.87	25,316.87	21,396	84.5	3,921	24,962	33,186
20-5200-50-50335 HEALTH ASSISTANCE	258.35	258.35	258.35	0			0	258
20-5200-50-50410 EMPLOYER RETIREMENT CO	16,614.17	16,614.17	16,614.17	20,527	123.6	(3,913)	23,949	34,737
20-5200-50-50520 EMPLOYEE EDUCATION	3,500.00	3,500.00	3,500.00	295	8.4	3,205	344	3,500
20-5200-50-50650 VEHICLE ALLOWANCE	4,800.00	4,800.00	4,800.00	4,431	92.3	369	5,169	4,800
20-5200-50-50700 REIMBURSABLE UNEMPLOYMENT	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	4,000
TOTAL PERSONNEL	365,294	365,294	365,294	339,346	92.9	25,948	395,915	488,227
OPERATING								
20-5200-51-51010 ADVERTISING/POSTING/NOTIFICAT	2,000.00	2,000.00	2,000.00	1,155	57.7	846	1,347	2,000
20-5200-51-51011 PRE-EMPLOYMENT SCREENING	1.00	1.00	1.00	0	0.0	1	0	1
20-5200-51-51012 SAFETY & ACCESSORIES	1,000.00	1,000.00	1,000.00	0	0.0	1,000	0	1,200
20-5200-51-51040 BAD DEBTS	-	-	-	0	0.0	0	0	0
20-5200-51-51485 MISCELLANEOUS	1,500.00	1,500.00	1,500.00	300	20.0	1,200	351	1,500
20-5200-51-51610 LICENSES	400.00	400.00	400.00	0	0.0	400	0	400
20-5200-51-51620 PHYSICALS/DRUG TESTING	150.00	150.00	150.00	0	0.0	150	0	150
20-5200-51-51625 POSTAGE/DELIVERY	400.00	400.00	400.00	46	11.6	354	54	400
20-5200-51-51635 PROFESSIONAL & MEMBERS	200.00	200.00	200.00	0	0.0	200	0	200
20-5200-51-51743 SUPPLIES-EQUIPMENT	-	-	-	0	0.0	0	0	0
20-5200-51-51746 SUPPLIES-OFFICE	5,500.00	5,500.00	5,500.00	5,188	94.3	312	6,053	5,500
20-5200-51-51780 TRAVEL	1,200.00	1,200.00	1,200.00	17	1.4	1,183	20	1,200
20-5200-51-51800 UNIFORMS & ACCESSORIES	2,022.00	2,022.00	2,022.00	237	11.7	1,785	276	2,022
20-5200-51-51813 UTILITIES-ELECTRIC BLU	4,500.00	4,500.00	4,500.00	2,315	51.4	2,185	2,700	4,500
20-5200-51-52110 OFFICE EQUIPMENT LEASE	3,000.00	3,000.00	3,000.00	1,542	51.4	1,458	1,799	3,000
TOTAL OPERATING	21,873	21,873	21,873	10,800	49.4	11,073	12,601	22,073

REPAIRS & MAINTENANCE

20-5200-52-52010 BUILDING REPAIRS & MAI	5,000.00	5,000.00	5,000.00	3,047	60.9	1,953	3,554	2,500
20-5200-52-52012 CLEANING & MAINTENANCE	4,500.00	4,500.00	4,500.00	4,627	102.8	(127)	5,398	4,500
TOTAL REPAIRS & MAINTENANCE	9,500	9,500	9,500	7,673	80.8	1,827	8,952	7,000

CONTRACTED SERVICES

20-5200-54-51001 CONSULTANT FEES - RATE STUDY	3,000	3,000	3,000	0	0.0	3,000	0	0
TOTAL CONTRACTED SERVICES	3,000	3,000	3,000	25	0.8	2,975	29	0

TOTAL PUBLIC WORKS EXPENDITURES	399,667	399,667	399,667	357,845	89.5	41,822	417,497	517,300
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	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
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PERSONNEL

20-5250-50-50010 SALARIES	276,891.33	276,891.33	276,891.33	132,998	48.0	143,893	155,169	241,490
20-5250-50-50050 OVERTIME	11,767.88	11,767.88	11,767.88	5,554	47.2	6,213	6,480	10,263
20-5250-50-50075 LONGEVITY PAY	1,800.00	1,800.00	1,800.00	1,800	100.0	0	2,100	1,800
20-5250-50-50200 EMPLOYER PAID TAXES	19,231.54	19,231.54	19,231.54	10,514	54.7	8,718	12,266	18,836
20-5250-50-50255 WORKERS' COMPENSATION	5,400.00	5,400.00	5,400.00	7,418	137.4	(2,018)	8,655	5,400
20-5250-50-50325 HEALTH INSURANCE	44,304.52	44,304.52	44,304.52	21,396	48.3	22,909	24,962	46,460
20-5250-50-50410 EMPLOYER RETIREMENT CO	14,461.37	14,461.37	14,461.37	10,480	72.5	3,981	12,227	23,245
20-5250-50-50520 EMPLOYEE EDUCATION	2,000.00	2,000.00	2,000.00	2,827	141.4	(827)	3,298	2,000
20-5250-50-50700 REIMB UNEMPLOYMENT	-	-	-	0	0.0	0	0	0
TOTAL PERSONNEL	375,857	375,857	375,857	192,988	51.3	182,869	225,159	349,494

OPERATING

20-5250-51-51011 PRE-EMPLOYMENT SCREENING	300.00	300.00	300.00	79	26.3	221	92	200
20-5250-51-51335 INSURANCE-PROPERTY, CA	12,700.00	12,700.00	12,700.00	12,936	101.9	(236)	15,093	12,700
20-5250-51-51338 INSURANCE LIABILITY	3,000.00	3,000.00	3,000.00	4,048	134.9	(1,048)	4,722	3,000
20-5250-51-51485 MISCELLANEOUS	-	-	-	0	0.0	0	0	500
20-5250-51-51610 PERMITS & LICENSES	7,000.00	7,000.00	7,000.00	6,851	97.9	149	7,993	7,200
20-5250-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	0	0.0	300	0	200
20-5250-51-51635 PROFESSIONAL & MEMBERS	300.00	300.00	300.00	0	0.0	300	0	360
20-5250-51-51740 SUPPLIES - CHEMICALS &	40,000.00	40,000.00	40,000.00	21,376	53.4	18,624	24,939	40,000
20-5250-51-51743 SUPPLIES-EQUIPMENT	2,000.00	2,000.00	2,000.00	0	0.0	2,000	0	1,000
20-5250-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	0
20-5250-51-51747 METER PURCHASE	99,000.00	99,000.00	99,000.00	43,364	43.8	55,636	50,593	60,750
20-5250-51-51780 TRAVEL	2,000.00	2,000.00	2,000.00	516	25.8	1,484	602	2,000
20-5250-51-51800 UNIFORMS & ACCESSORIES	2,250.00	2,250.00	2,250.00	1,711	76.1	539	1,996	2,500
20-5250-51-51809 R.O.W FEES	600.00	600.00	600.00	601	100.2	(1)	702	650
20-5250-51-51810 UTILITIES-ELECTRIC AUS	17,000.00	17,000.00	17,000.00	17,769	104.5	(769)	20,731	19,000
20-5250-51-51813 UTILITIES-ELECTRIC BLU	15,000.00	15,000.00	15,000.00	8,501	56.7	6,499	9,918	16,000
20-5250-51-52340 FUEL & OIL	5,500.00	5,500.00	5,500.00	6,429	116.9	(929)	7,501	9,500
20-5250-51-52440 EQUIPMENT RENTAL	500.00	500.00	500.00	458	91.6	42	534	500
20-5250-51-53010 TESTING WATER AND WAST	7,500.00	7,500.00	7,500.00	9,909	132.1	(2,409)	11,561	9,000
TOTAL OPERATING	214,950	214,950	214,950	134,549	62.6	80,401	156,978	185,060

REPAIRS & MAINTENANCE

20-5250-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	315	12.6	2,185	367	2,500
20-5250-52-52320 VEHICLE REPAIRS & MAIN	2,500.00	2,500.00	2,500.00	5,740	229.6	(3,240)	6,697	5,000
20-5250-52-52430 MACHINERY EQUIPMENT-RE	6,000.00	6,000.00	6,000.00	4,989	83.1	1,011	5,820	9,000
20-5250-52-52460 REPAIRS-WELLS,PUMPS,MO	35,000.00	35,000.00	35,000.00	32,628	93.2	2,372	38,067	47,000
TOTAL REPAIRS & MAINTENANCE	46,000	46,000	46,000	43,671	94.9	2,329	50,951	63,500

WATER/WASTEWATER

20-5250-53-53030 WATER FEES-AUSTIN	500.00	500.00	500.00	341	68.3	159	398	500
20-5250-53-53040 WATER FEES-MANVILLE	402,000.00	402,000.00	402,000.00	403,092	100.3	(1,092)	470,287	352,000
20-5250-53-53050 WATER FEES-BLUEWATER	962,000.00	962,000.00	962,000.00	786,036	81.7	175,965	917,068	1,080,000
20-5250-53-53060 WELL ROYALTIES-FOWLER	9,500.00	9,500.00	9,500.00	9,038	95.1	462	10,545	9,500
20-5250-53-53070 WELL ROYALTIES-LEE	4,000.00	4,000.00	4,000.00	1,992	49.8	2,008	2,324	4,000
TOTAL WATER/WASTEWATER	1,378,000	1,378,000	1,378,000	1,200,499	87.1	177,501	1,400,622	1,446,000

CONTRACTED SERVICES

20-5250-54-51595 MVBA UTIL COLLECTION	150	150	150	168	111.9	(18)	196	150
TOTAL CONTRACTED SERVICES	150	150	150	168	111.9	(18)	196	150

DEBT PAYMENTS

20-5250-55-52310 VEHICLE LEASE EXPENSE	15,000	15,000	15,000	15,000	100.0	0	17,501	15,000
20-5250-55-52410 MACHINERY EQUIPMENT LE	15,300	15,300	15,300	15,300	100.0	0	17,851	15,300
TOTAL DEBT PAYMENTS	30,300	30,300	30,300	30,300	100.0	0	35,351	30,300

CAPITAL OUTLAY < \$5K

20-5250-57-52200 COMPUTER EQUIP PURCHAS	6,000	6,000	6,000	0	0.0	6,000	0	3,000
20-5250-57-52450 TOOLS	5,000	5,000	5,000	2,045	40.9	2,955	2,386	5,000
TOTAL CAPITAL OUTLAY < \$5K	11,000	11,000	11,000	2,045	18.6	8,955	2,386	8,000

CAPITAL OUTLAY > \$5K

20-5250-58-52400 MACHINERY EQUIPMENT-PU	9,000	9,000	9,000	0	0.0	9,000	0	9,000
TOTAL CAPITAL OUTLAY > \$5K	9,000	9,000	9,000	0	0.0	9,000	0	9,000

TOTAL WATER EXPENDITURES	2,065,257	2,065,257	2,065,257	1,604,220	77.7	461,037	1,871,643	2,091,504
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WASTEWATER EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>PERSONNEL</u>								
20-5275-50-50010 SALARIES	107,735.84	107,735.84	107,735.84	79,223	73.5	28,513	92,430	110,045
20-5275-50-50050 OVERTIME	12,390.00	12,390.00	12,390.00	7,565	61.1	4,825	8,826	12,655
20-5275-50-50075 LONGEVITY PAY	1,600.00	1,600.00	1,600.00	1,600	100.0	0	1,867	1,800
20-5275-50-50200 EMPLOYER PAID TAXES	9,312.00	9,312.00	9,312.00	6,478	69.6	2,834	7,557	9,524
20-5275-50-50255 WORKERS' COMPENSATION	3,400.00	3,400.00	3,400.00	3,020	88.8	380	3,524	3,400
20-5275-50-50325 HEALTH INSURANCE	18,946.58	18,946.58	18,946.58	10,698	56.5	8,249	12,481	19,911
20-5275-50-50410 EMPLOYER RETIREMENT CO	5,407.81	5,407.81	5,407.81	6,518	120.5	(1,110)	7,605	11,414
20-5275-50-50520 EMPLOYEE EDUCATION	600.00	600.00	600.00	0	0.0	600	0	600
20-5275-50-50700 UNEMPLOYMENT CLAIMS	2,000.00	2,000.00	2,000.00	0	0.0	2,000	0	2,000
TOTAL PERSONNEL	161,392	161,392	161,392	115,101	71.3	46,291	134,289	171,350
<u>OPERATING</u>								
20-5275-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	0	0.0	100	0	100
20-5275-51-51335 INSURANCE-PROPERTY, CA	9,800.00	9,800.00	9,800.00	9,986	101.9	(186)	11,651	9,800
20-5275-51-51338 INSURANCE LIABILITY	2,995.00	2,995.00	2,995.00	3,631	121.2	(636)	4,236	2,995
20-5275-51-51603 PERIODICALS & PUBLICAT	100.00	100.00	100.00	0	0.0	100	0	100
20-5275-51-51610 PERMITS & LICENSES	5,500.00	5,500.00	5,500.00	4,850	88.2	650	5,658	5,500
20-5275-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	0	0.0	300	0	300
20-5275-51-51635 PROFESSIONAL & MEMBERS	150.00	150.00	150.00	0	0.0	150	0	150
20-5275-51-51740 SUPPLIES PARTS AND MATERIALS	30,000.00	30,000.00	30,000.00	43,356	144.5	(13,356)	50,583	52,000
20-5275-51-51800 UNIFORMS & ACCESSORIES	1,000.00	1,000.00	1,000.00	238	23.8	762	277	1,000
20-5275-51-51809 R.O.W. FEES	700.00	700.00	700.00	601	85.9	99	702	700
20-5275-51-51813 UTILITIES-ELECTRIC BLU	124,000.00	124,000.00	124,000.00	106,923	86.2	17,077	124,747	165,000
20-5275-51-51815 UTILITIES-ELECTRIC TX	6,800.00	6,800.00	6,800.00	7,855	115.5	(1,055)	9,164	7,000
20-5275-51-52340 FUEL & OIL	9,000.00	9,000.00	9,000.00	6,038	67.1	2,962	7,044	6,000
TOTAL OPERATING	190,445	190,445	190,445	183,477	96.3	6,968	214,062	250,645
<u>REPAIRS & MAINTENANCE</u>								
20-5275-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	154	6.1	2,346	179	2,500
20-5275-52-52320 VEHICLE REPAIRS & MAIN	3,000.00	3,000.00	3,000.00	107	3.6	2,893	124	3,000
20-5275-52-52430 MACHINERY EQUIPMENT-RE	20,000.00	20,000.00	20,000.00	15,781	78.9	4,219	18,412	20,000
20-5275-52-52460 REPAIRS-WELLS,PUMPS,MO	25,000.00	25,000.00	25,000.00	64,778	259.1	(39,778)	75,577	35,000
TOTAL REPAIRS & MAINTENANCE	50,500	50,500	50,500	80,820	160.0	(30,320)	94,292	60,500

WATER/WASTEWATER

20-5275-53-53010 TESTING WATER AND WAST	21,500	21,500	21,500	19,373	90.1	2,127	22,602	25,000
20-5275-53-53040 WATER FEES-MANVILLE	950	950	950	1,120	117.9	(170)	1,307	1,000
20-5275-53-53160 WASTEWATER FEES-AUSTIN	550,000	550,000	550,000	510,873	92.9	39,127	596,036	550,000
TOTAL WATER/WASTEWATER	572,450	572,450	572,450	531,366	92.8	41,084	619,945	576,000

CONTRACTED SERVICES

20-5275-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0.0	0	0	15,000
20-5275-54-51440 LEGAL FEES	0	0	0	0	0.0	0	0	10,000
20-5275-54-53150 SLUDGE DISPOSAL	9,000	9,000	9,000	7,630	84.8	1,371	8,901	10,000
TOTAL CONTRACTED SERVICES	9,000	9,000	9,000	7,630	84.8	1,371	8,901	35,000

DEBT PAYMENTS

20-5275-55-52310 VEHICLE LEASE EXPENSE	18,160	18,160	18,160	7,469	41.1	10,691	8,714	18,160
TOTAL DEBT PAYMENTS	18,160	18,160	18,160	7,469	41.1	10,691	8,714	18,160

CAPITAL OUTLAY < \$5K

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

CAPITAL OUTLAY > \$5K

20-5275-58-52400 MACHINERY EQUIPMENT-PU	0	0	0	0	0.0	0	0	21,000
20-5275-58-52410 CAPITAL OUTLAY	15,000	15,000	15,000	14,229	94.9	771	16,601	15,000
TOTAL CAPITAL OUTLAY > \$5K	15,000	15,000	15,000	14,229	94.9	771	16,601	36,000

TOTAL WASTEWATER EXPENDITURES	1,021,947	1,021,947.23	1,021,947	940,091	92.0	81,856	1,096,804	1,152,655
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TOTAL EXPENDITURES	3,486,871	3,486,871	3,486,871	3,666,519	105.2	(179,648)	3,385,945	3,761,459
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REVENUES OVER/(UNDER) EXPENDITURES	237,350	236,300	236,300	567,461		(331,161)	1,549,980	-1,138
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30 -DEBT SERVICE FUND
FINANCIAL SUMMARY

PROPOSED BUDGET WORKSHEETS
FY 2019-20

91.67 % OF YEAR COMPLETE								
	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
REVENUE SUMMARY								
NON-DEPARTMENTAL								
TAXES	2,061,711	2,061,711	2,061,711	2,166,927	105.1	(105,216)	3,069,972	2,182,700.00
OTHER	1,681	1,681	665	5,444	818.6	(4,779)	7,712	4,500.00
TRANSFERS	535,000	535,000	535,000	0	0.0	535,000	0	-
TOTAL NON-DEPARTMENTAL	2,598,393	2,598,393	2,597,376	2,172,371	83.6	425,006	3,077,685	2,187,200.00
TOTAL REVENUES	2,598,393	2,598,393	2,597,376	2,172,371	83.6	425,006	3,077,685	2,187,200.00
EXPENDITURE SUMMARY								
NON-DEPARTMENTAL								
OPERATING	1,500	1,500	1,500	300	20.0	1,200	425	-
DEBT PAYMENTS	2,559,604	2,559,604	2,559,604	2,181,142	85.2	378,461	3,090,111	2,186,096.00
TRANSFERS	0	0	0	0	0.0	0	0	-
TOTAL NON-DEPARTMENTAL	2,561,104	2,561,104	2,561,104	2,181,442	85.2	379,661	3,090,536	2,186,096.00
TOTAL EXPENDITURES	2,561,104	2,561,104	2,561,104	2,181,442	85.2	379,661	3,090,536	2,186,096.00
REVENUES OVER/(UNDER) EXPENDITURES	37,289	37,289	36,273	(9,071)		45,344	(12,852)	1,104.00

30 -DEBT SERVICE FUND
REVENUES

PROPOSED BUDGET WORKSHEETS
FY 2019-20

	91.67 % OF YEAR COMPLETE							
NON-DEPARTMENTAL REVENUES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
TAXES								
30-4999-40-40000 ADVALOREM TAXES - CURR	2,051,978	2,051,978	2,051,978	2,164,224	105.5	(112,245)	3,066,142	2,180,000
30-4999-40-40010 ADVALOREM TAXES - DELI	9,733	9,733	9,733	2,704	27.8	7,030	3,830	2,700
TOTAL TAXES	2,061,711	2,061,711	2,061,711	2,166,927	105.1	(105,216)	3,069,972	2,182,700
OTHER								
30-4999-48-48000 INTEREST INCOME	1,681	1,681	1,681	5,444	323.8	(3,762)	7,712	4,500
30-4999-48-49000 BOND PROCEEDS	0	0	0	0	0.0	0	0	-
TOTAL OTHER	1,681	1,681	1,681	5,444	323.8	(3,762)	7,712	4,500
TRANSFERS								
30-4999-49-5000 TRANSFER FROM GF	0	0	0	0	0.0	0	0	-
30-4999-49-50005 TRANSFER FROM GF	0	0	0	0	0.0	0	0	-
30-4999-49-50010 TRANSFER FROM UF	535,000	535,000	535,000	0	0.0	535,000	0	-
30-4999-49-60010 TRANSFER FROM CPF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	535,000	535,000	535,000	0	0.0	535,000	0	-
TOTAL NON-DEPARTMENTAL REVENUES	2,598,393	2,598,393	2,598,393	2,172,371	83.6	426,022	3,077,685	2,187,200
TOTAL REVENUES	2,598,393	2,598,393	2,598,393	2,172,371	83.6	426,022	3,077,685	2,187,200

30 -DEBT SERVICE FUND
EXPENDITURES

PROPOSED BUDGET WORKSHEETS
FY 2019-20

				91.67 % OF YEAR COMPLETE				
NON-DEPARTMENTAL EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
OPERATING								
30-5999-51-51050 BANK ADMIN FEES	1,500	1,500	1,500	300	20.0	1,200	425	-
TOTAL OPERATING	1,500	1,500	1,500	300	20.0	1,200	425	-
DEBT PAYMENTS								
30-5999-55-53000 BOND ADMIN FEES	0	0	0	300	0.0	(300)	425	1,085
30-5999-55-59030 INTEREST - 2010 GO BONDS	28,745	28,745	28,745	20,389	70.9	8,356	28,886	20,389
30-5999-55-59031 INTEREST - 2012 GO BONDS	63,495	63,495	63,495	49,470	77.9	14,025	70,086	42,203
30-5999-55-59032 INTEREST - 2012 CO BONDS	35,109	35,109	35,109	29,435	83.8	5,674	41,702	26,519
30-5999-55-59033 INTEREST - 2015 GO BONDS	106,829	106,829	106,829	96,065	89.9	10,764	136,099	87,020
30-5999-55-59034 INTEREST - 2016 CO BONDS	416,780	416,780	416,780	380,484	91.3	36,297	539,046	363,881
30-5999-55-59530 PRINCIPAL -2010 GO BOND	65,000	65,000	65,000	70,000	107.7	(5,000)	99,172	70,000
30-5999-55-59531 PRINCIPAL -2012 GO BOND	270,000	270,000	270,000	285,000	105.6	(15,000)	403,771	290,000
30-5999-55-59532 PRINCIPAL -2012 CO BOND	110,000	110,000	110,000	120,000	109.1	(10,000)	170,009	120,000
30-5999-55-59533 PRINCIPAL -2015 CO BOND	405,000	405,000	405,000	405,000	100.0	0	573,780	420,000
30-5999-55-59534 PRINCIPAL -2016 CO BOND	725,000	725,000	725,000	725,000	100.0	0	1,027,137	745,000
TOTAL DEBT PAYMENTS	2,559,604	2,559,604	2,559,604	2,181,142	85.2	378,461	3,090,111	2,186,096
TOTAL NON-DEPARTMENTAL EXPENDITURES	2,561,104	2,561,104	2,561,104	2,181,442	85.2	379,661	3,090,536	2,186,096
TOTAL EXPENDITURES	2,561,104	2,561,104	2,561,104	2,181,442	85.2	379,661	3,090,536	2,186,096
REVENUES OVER/(UNDER) EXPENDITURES	37,289	37,289	37,289	(9,071)		46,361	(12,852)	1,104

40 -CAPITAL PROJECTS FUND
FINANCIAL SUMMARY

PROPOSED BUDGET WORKSHEETS
FY 2019-20

91.67 % OF YEAR COMPLETE							PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
REVENUE SUMMARY	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
NON-DEPARTMENTAL								
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0
OTHER	0	0	0	0	0.0	0	8	0
TRANSFERS	0	0	0	6,271	0.0	(6,271)	8,884	0
TOTAL NON-DEPARTMENTAL	0	0	0	6,271	0.0	(6,271)	8,892	0
TOTAL REVENUES	0	0	0	6,271	0.0	(6,271)	8,892	0
EXPENDITURE SUMMARY	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
IMPACT FEE PROJECTS								
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL IMPACT FEE PROJECTS	0	0	0	0	0.0	0	0	0
BOND PROJECTS								
CAPITAL OUTLAY > \$5K	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
TOTAL BOND PROJECTS	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
GRANT PROJECTS								
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL GRANT PROJECTS	0	0	0	0	0.0	0	0	0
NON-DEPARTMENTAL								
CAPITAL OUTLAY > \$5K	0	1,000	1,000	0	0.0	1,000	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL	0	1,000	1,000	0	0.0	1,000	0	0
TOTAL EXPENDITURES	18,000,000	18,001,000	18,001,000	0	0.0	18,001,000	0	0
REVENUES OVER/(UNDER) EXPENDITURES	(18,000,000)	(18,001,000)	(18,001,000)	6,271		(18,007,271)	8,892	0

**40 -CAPITAL PROJECTS FUND
REVENUES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

91.67 % OF YEAR COMPLETE								
NON-DEPARTMENTAL REVENUES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
OTHER FINANCING SOURCES								
40-4999-41-41000 BOND PROCEEDS	0	0	0	0	0.0	0	0	0
40-4999-41-41010 GRANT PROCEEDS-SIDEWAL	0	0	0	0	0.0	0	0	0
40-4999-41-41015 GRANT PROCEEDS - POLIC	0	0	0	0	0.0	0	0	0
40-4999-41-41020 GRANT PROCEEDS-STREET	0	0	0	0	0.0	0	0	0
40-4999-41-41050 LOAN PROCEEDS	0	0	0	0	0.0	0	0	0
40-4999-41-42000 REIMBURSED FROM CITIZE	0	0	0	0	0.0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0
OTHER								
40-4999-48-48000 INTEREST INCOME	0	0	0	6	0.0	(6)	8	0
TOTAL OTHER	0	0	0	0	0.0	0	8	0
TRANSFERS								
40-4999-49-50005 TRANSFERS FROM GF	0	0	0	0	0.0	0	0	0
40-4999-49-50015 TRANSFER FROM UF	0	0	0	6,271	0.0	(6,271)	8,884	0
40-4999-49-50020 TRANSFER FROM CIFF (W)	0	0	0	0	0.0	0	0	0
40-4999-49-50021 TRANSFER FROM CIFF (WW	0	0	0	0	0.0	0	0	0
TOTAL TRANSFERS	0	0	0	6,271	0.0	(6,271)	8,884	0
TOTAL NON-DEPARTMENTAL REVENUES	0	0	0	6,271	0.0	(6,271)	8,892	0
TOTAL REVENUES	0	0	0	6,271	0.0	(6,271)	8,892	0

**40 -CAPITAL PROJECTS FUND
EXPENDITURES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

91.67 % OF YEAR COMPLETE								
IMPACT FEE PROJECTS EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
CAPITAL OUTLAY > \$5K								
40-5996-58-58140 CP- PG/E TANK LINE (DE	0	0	0	0	0.0	0	0	0
40-5996-58-58143 CP-2010 STREET IMPR (W	0	0	0	0	0.0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL IMPACT FEE PROJECTS EXPENDITURES	0	0	0	0	0.0	0	0	0
BOND PROJECTS EXPENDITURES								
CAPITAL OUTLAY > \$5K								
40-5997-58-58041 CP-2016 CO BOND WWTP EXPAN	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
TOTAL CAPITAL OUTLAY > \$5K	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
TOTAL BOND PROJECTS EXPENDITURES	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
GRANT PROJECTS EXPENDITURES								
CAPITAL OUTLAY > \$5K								
40-5999-58-58005 2016 CO BOND EXPENSES				0		0		
40-5998-58-58006 GRANT EXPENSES - SIDEW	0	0	0	0	0.0	0	0	0
40-5998-58-58110 GRANT EXPENSES - STREE	0	0	0	0	0.0	0	0	0
40-5998-58-58115 GRANT- POLICE COMPUTER	0	0	0	0	0.0	0	0	0
40-5998-58-58120 GRANT- 09 CAPT METRO P	0	0	0	0	0.0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL GRANT PROJECTS EXPENDITURES	0	0	0	0	0.0	0	0	0

NON-DEPARTMENTAL EXPENDITURES	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
<u>CAPITAL OUTLAY > \$5K</u>								
40-5999-58-57000 CP- WEST ELEV TANK & C	0	0	0	0	0.0	0	0	0
40-5999-58-57001 CP - PG EAST ELEV TANK	0	0	0	0	0.0	0	0	0
40-5999-58-57005 CP-CARRIAGE HILLS OFFS	0	0	0	0	0.0	0	0	0
40-5999-58-57015 CP- CHAMBERLAIN HOUSE		1,000	1,000	0	0.0	1,000	0	0
40-5999-58-57025 CP- CITY HALL ANNEX	0	0	0	0	0.0	0	0	0
40-5999-58-57050 BOND ISSUE COSTS	0	0	0	0	0.0	0	0	0
40-5999-58-58000 CP-WILBARGER WWTP (CIF	0	0	0	0	0.0	0	0	0
40-5999-58-58001 PHASE I - STREETS & DR	0	0	0	0	0.0	0	0	0
40-5999-58-58005 2016CO BOND EXPENSES	0	0	0	0	0.0	0	0	0
40-5999-58-58007 CP- MANVILLE LINE EXT	0	0	0	0	0.0	0	0	0
40-5999-58-58008 CP- COA INTERCONNECT	0	0	0	0	0.0	0	0	0
40-5999-58-58009 CP- WATER MASTER PLAN	0	0	0	0	0.0	0	0	0
40-5999-58-58015 CP- END OP WATER	0	0	0	0	0.0	0	0	0
40-5999-58-58020 CP- WASTEWATER PH 3	0	0	0	0	0.0	0	0	0
40-5999-58-58025 CP-ST & DRAINAGE PH II	0	0	0	0	0.0	0	0	0
40-5999-58-58030 CP- 2008 CAP METRO PAV	0	0	0	0	0.0	0	0	0
40-5999-58-58035 CP- S. LEXINGTON TURN	0	0	0	0	0.0	0	0	0
40-5999-58-58045 CP- 973 (S. LEXINGT) T	0	0	0	0	0.0	0	0	0
40-5999-58-58100 GRANT EXPENSES - MANOR	0	0	0	0	0.0	0	0	0
40-5999-58-58105 GRANT EXPENSES - HOME	0	0	0	0	0.0	0	0	0
40-5999-58-58125 CP- JOYCE TURNER	0	0	0	0	0.0	0	0	0
40-5999-58-58130 CP- LEXINGTON-MURRAY S	0	0	0	0	0.0	0	0	0
40-5999-58-58141 CP- PFG - MANVILLE CON	0	0	0	0	0.0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	1,000	1,000	0	0.0	1,000	0	0
<u>TRANSFERS</u>								
40-5999-59-50010 TRANSFER TO GF	0	0	0	0	0.0	0	0	0
40-5999-59-60000 TRANSFER TO UF (CIF W)	0	0	0	0	0.0	0	0	0
40-5999-59-60001 TRANSFER TO UF	0	0	0	0	0.0	0	0	0
40-5999-59-60005 TRANSFER TO UF (WW)	0	0	0	0	0.0	0	0	0
40-5999-59-60010 TRANSFER TO DSF	0	0	0	0	0.0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL EXPENDITURES	0	1,000	1,000	0	0.0	1,000	0	0
TOTAL EXPENDITURES	18,000,000	18,001,000	18,001,000	0	0.0	18,001,000	0	0

REVENUES OVER/(UNDER) EXPENDITURES	(18,000,000)	(18,001,000)	(18,001,000)	6,271	(18,007,271)
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8,892	0
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60 -SPECIAL REVENUE FUND
FINANCIAL SUMMARY

PROPOSED BUDGET WORKSHEETS
FY 2019-20

REVENUE SUMMARY	91.67 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION								
TAXES	31,000	31,000	31,000	40,286	130.0	(9,286)	57,073	31,000
OTHER	25	25	25	0	0.0	25	0	25
TOTAL ADMINISTRATION	31,025	31,025	31,025	40,286	129.8	(9,261)	57,073	31,025
TOTAL REVENUES	31,025	31,025	31,025	40,286	129.8	(9,261)	57,073	31,025
EXPENDITURE SUMMARY							PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION								
OPERATING	44,000	44,000	44,000	31,048	70.6	12,952	43,986	44,000
TOTAL ADMINISTRATION	44,000	44,000	44,000	31,048	70.6	12,952	43,986	44,000
TOTAL EXPENDITURES	44,000	44,000	44,000	31,048	70.6	12,952	43,986	44,000
REVENUES OVER/(UNDER) EXPENDITURES	(12,975)	(12,975)	(12,975)	9,238		(22,213)	13,087	(12,975)

**60 -SPECIAL REVENUE FUND
REVENUES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	91.67 % OF YEAR COMPLETE			PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
ADMINISTRATION REVENUES				Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
TAXES								
60-4100-40-40030 HOTEL OCCUPANCY TAXES	30,000	30,000	30,000	32,975	109.9	(2,975)	46,716	30,000
60-4100-40-40031 LATE PENALTIES	0	0	0	0	0.0	0	0	0
60-4100-40-48000 HOT INTEREST INCOME	1,000	1,000	1,000	7,311	731.1	(6,311)	10,357	1,000
TOTAL TAXES	31,000	31,000	31,000	40,286	130.0	(9,286)	57,073	31,000
OTHER								
60-4100-48-46500 ROSE HILL PID SPEC ASS	0	0	0	0	0.0	0	0	0
60-4100-48-48002 INTEREST INCOME - RH	25	25	25	0	0.0	25	0	25
TOTAL OTHER	25	25	25	0	0.0	25	0	25
TOTAL ADMINISTRATION REVENUES	31,025	31,025	31,025	40,286	129.8	(9,261)	57,073	31,025
TOTAL REVENUES	31,025	31,025	31,025	40,286	129.8	(9,261)	57,073	31,025

**60 -SPECIAL REVENUE FUND
EXPENDITURES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

	91.67 % OF YEAR COMPLETE							
	FY 2018-19	FY 2018-19	FY 2018-19	Y-T-D ACTUAL	% OF	BUDGET	PROJECTED	REQUESTED
ADMINISTRATION EXPENDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 08/31/19	BUDGET	BALANCE	YEAR END	2019-20 BUDGET
OPERATING								
60-5100-51-51000 HOTEL OCCUPANCY EXPEND	9,000	9,000	9,000	31,048	345.0	(22,048)	43,986	9,000
60-5100-51-52000 ROSE HILL PID EXPENDIT	35,000	35,000	35,000	0	0.0	35,000	0	35,000
TOTAL OPERATING	44,000	44,000	44,000	31,048	70.6	12,952	43,986	44,000
TOTAL ADMINISTRATION EXPENDITURES	44,000	44,000	44,000	31,048	70.6	12,952	43,986	44,000
TOTAL EXPENDITURES	44,000	44,000	44,000	31,048	70.6	12,952	43,986	44,000
REVENUES OVER/(UNDER) EXPENDITURES	(12,975)	(12,975)	(12,975)	9,238		(22,213)	13,087	(12,975)

70 -CAPITAL IMPACT FEES FUND
FINANCIAL SUMMARY

PROPOSED BUDGET WORKSHEETS
FY 2019-20

91.67 % OF YEAR COMPLETE							PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
REVENUE SUMMARY	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
<u>WATER</u>								
OTHER	191,150	392,006	392,006	389,870	99.5	2,136	584,805	392,006
TOTAL WATER	191,150	392,006	392,006	389,870	99.5	2,136	584,805	392,006
<u>WASTEWATER</u>								
OTHER	401,250	755,977	755,977	1,290,985	170.8	(535,008)	1,828,938	755,977
TOTAL WASTEWATER	401,250	755,977	755,977	1,290,985	170.8	(535,008)	1,828,938	755,977
TOTAL REVENUES	592,400	1,147,983	1,147,983	1,680,855	146.4	(532,872)	2,413,743	1,147,983
							PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
EXPENDITURE SUMMARY	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 08/31/19	% OF BUDGET	BUDGET BALANCE		
<u>ADMINISTRATION</u>								
OPERATING	0	0	0	0	0.0	0	0	0
TOTAL ADMINISTRATION	0	0	0	0	0.0	0	0	0
<u>WATER</u>								
CONTRACTED SERVICES	0	0	0	4,254	0.0	(4,254)	6,026	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WATER	0	0	0	4,254	0.0	(4,254)	6,026	0
<u>WASTEWATER</u>								
OPERATING	0	0	0	0	0.0	0	0	0
REPAIRS & MAINTENANCE	0	0	0	0	0.0	0	0	0
WATER/WASTEWATER	20,000	20,000	20,000	49,000	245.0	(29,000)	69,418	49,000
CONTRACTED SERVICES	0	0	0	324,382	0.0	(324,382)	459,552	0
DEBT PAYMENTS	8,557	0	0	0	0.0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER	28,557	20,000	20,000	373,382	1,866.9	(353,382)	528,971	49,000
TOTAL EXPENDITURES	28,557	20,000	20,000	377,636	1,888.2	(357,636)	534,997	49,000

REVENUES OVER/(UNDER) EXPENDITURES	563,843	1,127,983	1,127,983	1,303,219	(175,236)	1,878,746	1,098,983
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**70 -CAPITAL IMPACT FEES FUND
REVENUES**

**PROPOSED BUDGET WORKSHEETS
FY 2019-20**

91.67 % OF YEAR COMPLETE								
	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
WATER REVENUES								
OTHER								
70-4250-48-43090 CIF WATER	190,750	390,506	390,506	348,480	89.2	42,026	493,692	390,506.00
70-4250-48-48000 INTEREST INCOME - WATE	400	1,500	1,500	41,390	2,759.3	(39,890)	58,637	1,500.00
TOTAL OTHER	191,150	392,006	392,006	389,870	99.5	2,136	584,805	392,006.00
TOTAL WATER REVENUES	191,150	392,006	392,006	389,870	99.5	2,136	584,805	392,006.00
WASTEWATER REVENUES								
OTHER								
70-4275-48-43190 CIF WASTEWATER	401,000	755,477	755,477	1,238,432	163.9	(482,955)	1,754,486	755,477.00
70-4275-48-48000 INTEREST INCOME - WAST	250	500	500	52,553	10,510.7	(52,053)	74,452	500.00
TOTAL OTHER	401,250	755,977	755,977	1,290,985	170.8	(535,008)	1,828,938	755,977.00
TOTAL WASTEWATER REVENUES	401,250	755,977	755,977	1,290,985	170.8	(535,008)	1,828,938	755,977.00
TOTAL REVENUES	592,400	1,147,983	1,147,983	1,680,855	146.4	(532,872)	2,413,743	1,147,983.00

70 -CAPITAL IMPACT FEES FUND
EXPENDITURES

PROPOSED BUDGET WORKSHEETS
FY 2019-20

	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
WATER EXPENDITURES								
REPAIRS & MAINTENANCE								
70-5250-52-53001 WATER IMPROVEMENTS	0	0	0	310,332	0.0	(310,332)	439,648	300,000.00
TOTAL CONTRACTED SERVICES	0	0	0	310,332	0.0	(310,332)	439,648	300,000.00
CONTRACTED SERVICES								
70-5250-54-51165 IMPACT FEE STUDY - WAT	0	0	0	4,254	0.0	(4,254)	6,026	-
TOTAL CONTRACTED SERVICES	0	0	0	4,254	0.0	(4,254)	6,026	-
TRANSFERS								
70-5250-59-60010 TRANSFERS TO CPF	0	0	0	0	0.0	0	0	-
70-5250-59-60020 TRANSFER TO UF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	-
TOTAL WATER EXPENDITURES	0	0	0	4,254	0.0	(4,254)	6,026	-

	FY 2018-19 ACTUAL	FY 2018-19 ORIG. BUDGET	FY 2018-19 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/31/19	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
WASTEWATER EXPENDITURES								
OPERATING								
70-5275-51-51042 BANK CHARGES	0	0	0	0	0.0	0	0	-
TOTAL OPERATING	0	0	0	0	0.0	0	0	-
REPAIRS & MAINTENANCE								
70-5275-52-53155 DWYER LUE PRIOR YR PAY	0	0	0	0	0.0	0	0	-
TOTAL REPAIRS & MAINTENANCE	0	0	0	0	0.0	0	0	-

WATER/WASTEWATER

70-5275-53-53165 IMPACT FEES- CITY OF AUSTIN	20,000	20,000	20,000	49,000	245.0	(29,000)	69,418	49,000.00
70-5275-53-53175 IMPACT FEES- RH MANOR	0	0	0	0	0.0	0	0	-
TOTAL WATER/WASTEWATER	20,000	20,000	20,000	49,000	245.0	(29,000)	69,418	49,000.00

CONTRACTED SERVICES

70-5275-54-51165 IMPACT FEE STUDY - WW	0	0	0	324,382	0.0	(324,382)	459,552	-
70-5275-54-51166 STONEWATER SUB REIMB	0	0	0	0	0.0	0	0	-
70-5275-54-51167 PRESIDENTIAL GLEN SUB	0	0	0	0	0.0	0	0	-
TOTAL CONTRACTED SERVICES	0	0	0	324,382	0.0	(324,382)	459,552	-

DEBT PAYMENTS

70-5275-55-59100 DEBT PAYMENT S - COA WW	0	0	0	0	0.0	0	0	-
70-5275-55-59150 DEBT PAYMENTS - COA WW	0	0	0	0	0.0	0	0	-
70-5275-55-60000 INTEREST EXPENSE	8,557	0	0	0	0.0	0	0	-
TOTAL DEBT PAYMENTS	8,557	0	0	0	0.0	0	0	-

TRANSFERS

70-5275-59-60010 TRANSFERS TO CPF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	-

TOTAL WASTEWATER EXPENDITURES	28,557	20,000	20,000	373,382	1,866.9	(353,382)	528,971	49,000.00
TOTAL EXPENDITURES	28,557	20,000	20,000	377,636	1,888.2	(357,636)	534,997	49,000.00
REVENUES OVER/(UNDER) EXPENDITURES	563,843	1,127,983	1,127,983	1,303,219	(175,236)		1,878,746	1,098,983.00



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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, 2019, and ending September 30, 2020.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 553

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 553 with the following motion: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.8161 on each \$100.00 valuation of property, which is effectively a 8.50% percent increase in the tax rate."

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

ORDINANCE NO. 553

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND ESTABLISHING WHEN TAXES SHALL BECOME DUE AND SAME SHALL BECOME DELINQUENT, IF NOT PAID.

WHEREAS, the City Council of the City of Manor, Texas approved the annual budget for the municipality's fiscal year beginning October 1, 2019, and ending September 30, 2020; and

WHEREAS, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, real and personal, within the corporate limits of the City of Manor, Texas in accordance with such annual budget and the Texas Tax Code; and

WHEREAS, the City Council conducted two public hearings to discuss a proposal to increase total tax revenues on September 4, 2019 and September 18, 2019, as provided by law;

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

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Manor, Texas (herein the "City") and to provide an Interest and Sinking Fund for the fiscal year 2019-2020, upon all property, real, and personal, and mixed, within the corporate limits of said City on January 1, 2020 subject to taxation, a tax of **\$0.8161** on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

A. For the maintenance and operations of the municipal government (General Fund), **\$0.5845** on each \$100.00 valuation of property; and

B. For the debt service of the municipality (Interest and Sinking Fund), **\$0.2316** on each \$100.00 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 8.50% PERCENT. AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$189,980 HOME BY APPROXIMATELY \$234.40.

Section 2. Taxes levied under this Ordinance shall be due October 1, 2019 and, if not paid on or before February 1, 2020, shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor-Collector, as the assessor and collector for the City, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and Ordinances of the City, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be apportioned to the General Fund of the City. All delinquent taxes shall bear interest at the rate prescribed by State law.

Section 4. This Ordinance shall take effect and be in full force from and after its passage.

PASSED, ADOPTED, AND APPROVED on this 18th day of September 2019.

The motion to adopt was made by Council Member _____, with the following language:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.8161 on each \$100.00 valuation of property, which is effectively a **8.50%** percent increase in the tax rate."

The motion was seconded by Council Member _____, and the result of the vote by the Council was _____ FOR, _____ AGAINST, and _____ ABSTAINING.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a contract with JustFOIA for the purpose of providing transparency in Public Records Request Management; and authorizing the City Manager to execute the contract.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

JustFOIA Proposal

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a contract with JustFOIA for the purpose of providing transparency in Public Records Request Management; and authorizing the City Manager to execute the contract.

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

Prepared For:
Manor, TX

Presented By:
Scott Mursten

JustFOIA

Records Request Solution

Issued: September 3, 2019



EXECUTIVE SUMMARY

Transparency in Public Records Requests has become a genuine concern for many organizations. A solution that assists your organization to stay in compliance with the Freedom of Information Act (FOIA) and State laws while being transparent to the public is essential in today's digital age.

The confidence of the public is also something to consider when thinking of a Public Records Management Solution. If the public is not provided access to specific documents that comply with the FOIA, they feel as if the organization is hiding information. By making your agency's records easily accessible, citizens will feel a sense of trust. In conjunction with the morale of the public, organizations will also see a rise in the team-spirit from their employees. When employees are given specific deadlines with a clear idea of what they need to complete, they take a sense of pride in their job, and that will radiate through the entire department.

Not only will you see employees' state of mind increase due to their work-life improvements, but the amount of money saved by avoiding fines (from delays in processing) and the increase from revenue generated by charging for specific records supports the operating budget overall. By becoming transparent in public records, your agency will immediately see three things happen: an increase in public trust, in employee morale, and in working capital. All of which can only benefit an organization's reputation long-term.

Selecting the right solution provider is equally important. The solution can be the best fit for your organization, but if you choose the wrong provider, you will be faced with unexpected challenges that result in a delayed or failed project. Your provider should be the best in the industry with in-depth expertise, resources, and a steadfast commitment to client success. Gartner, Inc. cites this as the most important decision when embarking on a transformation project. Expertise does not come overnight; it comes with time, projects, and learning best practices over a wide range of clients. Part of evaluating the provider's stability should include how long the provider has been in business, their reputation in the industry, their knowledge about your business model, and the strength and size of their team members in support and client relations.

It all started with our clients. MCCi has been a leader in content /document management and business process improvement for the government sector since 1998. In 2014, MCCi recognized the common issue of tracking and managing the growing volume of public records requests, among our public sector clients. The requests often connected with the Freedom of Information Act (FOIA) and clients must stay in compliance with these laws. MCCi stayed true to our client-focused culture by forming a client focus group to work with our development team to build the JustFOIA solution. Fast forward a few years, this focus group continues to drive features and feedback based on common needs of their organization.

MCCi has successfully deployed JustFOIA to well over 100 clients across the country. Our clients include some of the largest cities and state agencies in the country to small and mid-size municipalities, special districts, and public education institutions. The varying sizes of our clients provide a higher ability to understand the needs of our clients.

ABOUT MCCi

MCCi provides 1,100 clients nationwide with the technology and services for automating business processes and managing electronic records and documents. MCCi is committed to leading the industry, staying abreast of technology, and innovates and evolves by focusing on the needs of our clients so that everyone – our clients and our employees — may benefit.

We pride ourselves in the fact that many of our clients' successes are widely recognized as industry-specific award winners and frequently published as leaders in their fields. Most recently, Inc. Magazine recognized MCCi as an Inc. 5000 fastest-growing private company in the United States. Additional noteworthy recognition includes Best Companies to Work, Microsoft Gold Certified Partner, and the only Laserfiche Platinum Solution Provider, to name a few.

OUR TEAM

MCCi is a leading solution provider, focusing on customer service in every aspect. As a client, you will receive access to our highly-trained staff and support services, such as:

TRAINING & PROFESSIONAL SERVICES

Our highly-trained professionals in the areas of implementation, process improvements, integrations, and more to help you implement a well-thought-out solution system based on your organization's needs and business processes. Before, during, and after your project, we focus on ensuring the users are trained on the solution and stay up-to-date on the features available. With each new feature release, online training is available for your team. In addition, remote and onsite training options are available.

TECHNICAL SUPPORT

Once your project is complete, you will have access to our technical support team for troubleshooting and for support your JustFOIA solution. Our team can be easily reached by email, phone, or our online support center.

CLIENT RELATIONS

You will have a dedicated team for account services that you can directly contact. We believe in a proactive support methodology, which begins with client education, excellent service, and communication.

- Identify any needs that could quickly be addressed by the current solution
- A resource for questions and answers, and best practices
- Annual support renewal notifications to ensure your renewal process is timely and accurate

HOW IT WORKS

PUBLIC PORTAL

The Public Portal is the perfect landing page to submit, track, or search for a request. This feature is customizable with your organization's logos, brand colors, and more. The centralized location is the place for securely searching previous requests, publicly posted content, and the status of their current request.

PUBLIC FORM SUBMISSION

Toss the paper forms and electronic PDFs. The request submission form is completely customizable to your agency's requirements.

DASHBOARDS

A real-time snapshot of requests and a way to quickly identify requests that need attention.

REQUESTS OVERVIEW

An overview list of new and in-progress requests with status alerts and involved departments. A simple click will dive deeper into the request.

CORRESPONDENCE

Centralize communication by using JustFOIA correspondence for inbound and outbound emails and general notes. Template or custom emails can be created. In addition, other forms of correspondence related to a request can be tracked (phone calls, letters or in-person conversations).

DISCUSSIONS

Never lose track of cross-department communication. Discussions will keep everyone in the loop and organized within the request.

ASSIGNMENT AND NOTIFICATION

Simply assign the request or task to a department, and the assignees are immediately notified. Status and department updates, automated reminders as well as daily digest and alert notifications.

TIME & MATERIAL CALCULATIONS

Keep track of the labor, time and materials costs of fulfilling requests. JustFOIA uses popular third-party payment processors for secure transactions.

COMPREHENSIVE REPORTS

Keeping the staff in each department accountable is important for your organization to stay in compliance with the laws. JustFOIA streamlines the process and minimizes delays. Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- Correspondence
- Time and Materials
- Fees & Payment Details
- Request Data Table
- Deleted Requests

ON-PREMISE ARCHIVAL

JustFOIA provides export capabilities for archiving records request data locally or in your content services solution.

JUSTFOIA ADD-ONS

ADOBE ACROBAT PRO PLUGIN

Adobe Acrobat Pro Plugin allows you to easily upload documents that you are working on in Adobe to a specific JustFOIA request. In Adobe, you can create and edit documents, as well as apply redactions and other features available in the Adobe software. Once you are ready, simply click the JustFOIA button to upload the document. It's as easy as picking the request number. In order to utilize this plugin, your organization will need to have Acrobat Pro available to the user.

LASERFICHE INTEGRATION

The Laserfiche integration allows you to leverage Laserfiche to help fulfill records requests. Conduct all of your searching, editing, and redaction in Laserfiche, then click the JustFOIA button to send selected documents as response documents to the specific JustFOIA request number. This integration makes for a seamless to use Laserfiche and JustFOIA to complete records requests. In order to utilize this integration, each user will need a full Laserfiche license.

PAYMENT PORTAL

JustFOIA integrates with Authorize.net and PayPal to provide collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net or PayPal site. Once they pay, you are able to make their request documents available for immediate

JUSTFOIA IMPLEMENTATION

There is no need to read a 100-page training and user guide. JustFOIA is an easy-to-configure and easy-to-use solution. Your users will quickly be up to speed.

REMOTE CONFIGURATION

As part of the standard configuration services, provided remotely, MCCi will configure up to two records request forms, processes, users and departments, and security rights. If the Client desires a second process, the configuration must be completed as part of the initial project and prior to training. Subsequent forms and process configurations, along with users' profiles will be configured by the Client, or the Client may contract with MCCi for additional services.

REMOTE TRAINING

JustFOIA is an easy-to-use solution; therefore training is typically provided remotely. One remote user training session is included for each configured form process. In addition, one administrative training is included for the organization. All training is conducted in a train the trainer format. Onsite live training is available with MCCi f as an additional service.

SUBSCRIPTION-BASED

JustFOIA is a subscription-based solution with no managing of licenses. All active JustFOIA clients receive the latest release versions and technical support.

HARDWARE/SOFTWARE REQUIREMENTS

JustFOIA is a web-based hosted solution and therefore has no server-side hardware components. End-user access is provided through a web interface, which means no client-side software is required. We test and support the following browsers: Microsoft® Internet Explorer® version 10 or higher; Google Chrome™, most recent stable version; Mozilla® Firefox®, most recent stable version; Apple® Safari® most recent stable version.

IMPLEMENTATION GUIDE

Time to complete implementation depends on several factors such as complexity, the client completing assignments on time, and a solid foundation of training.

IMPLEMENTATION TEAM

CLIENT LIAISON

ONBOARDING 1-2 WEEK DURATION	TEAM ASSIGNMENT The implementation team member is assigned to the project.	GENERAL Lead time for MCCi team member assignment is typically less than a week.
	PROJECT KICK-OFF The team member will contact the primary client liaison to discuss expectations, timeframes, install process, scheduling, and any special needs.	INFORMATION GATHERING Complete Implementation Configuration Form for each process to be configured.
IMPLEMENTATION 4-6 WEEK DURATION	SITE CONFIGURATION The team member will configure the site based on the Implementation Configuration Form submitted by the client.	PRE-TRAINING Admins and users to watch previously recorded demo for a foundational understanding of JustFOIA.
	ADMIN & USER TRAINING The team member will provide initial site training to users.	SITE TESTING The client's key users will test their site. by working with practice requests and complete a full request for each request form and process.
GO-LIVE!	GO-LIVE PREPARATION Team member and Client to review the status of configuration and make final plans to go live.	PROJECT CLOSURE Call with the MCCi team member to review project completion, support handoff, and project survey.
	POST GO-LIVE Discuss with the Client to discuss additional training for users.	CELEBRATE! Once your site is live, it's time to celebrate! Additionally, MCCi is available to support media or PR opportunities.

PROFESSIONAL SERVICES

We are fanatical about client success. Your time is limited, but with JustFOIA professional services, we are an extension of your organization, our qualified experts can assist with a successful implementation. Not sure which package fits your needs, we are here to help!

	STARTER	STANDARD	ENTERPRISE
Project Kickoff Call and Implementation Plan Identify milestones for successful implementation	✓	✓	✓
Process Analysis Review Conduct a remote information gathering session to understand, guide, and recommend process improvement		✓ Up to 2 Sessions	✓ Up to 6 Sessions
Project Plan Reviews Detailed weekly project updates		✓	✓
User Configuration Establish and configure initial user security credentials and roles	✓ Up to 25 Employees	✓ Up to 50 Employees	✓ Up to 100 Employees
Process Configuration Based on client-supplied requirements, we will configure business process forms, workflow statuses, departments, and holidays	✓ Up to 2 Processes	✓ Up to 4 Processes	✓ Up to 6 Processes
Template Configuration Configure email templates and requestor web pages related to the process	✓ 1 Template	✓ Up to 4 Templates	✓ Up to 10 Templates
On-Site Project Management Facilitate a successful implementation and training session			✓ Up to 2 Days
Support Technical support through user testing before going live	✓	✓	✓
Remote Administrative Training Remote administrative training up to two-hour sessions. Recording available for viewing	✓ 1 Session	✓ Up to 2 Sessions	✓ Up to 3 Sessions
Remote User Training Remote user training up to two-hour sessions, including a recorded version.	✓ Up to 2 Sessions	✓ Up to 4 Sessions	✓ Up to 6 Sessions
	\$2,000.00	\$4,500.00	\$9,500.00

MCCI SUPPORT

As a MCCi client, you gain much more than just a new solution. You gain a relationship between our team and your organization to make your solution implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both proactive and technical support.

PROACTIVE SUPPORT

Your dedicated Account Executive will continue to assist with pre-implementation processes, be a resource for questions and answers, and throughout the year to discuss optimal system usage and ensure client satisfaction.

TECHNICAL SUPPORT

Your subscription to JustFOIA helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed. You have access to a toll-free line to call for technical support or submit tickets online through our support center. You receive the following benefits:

- Free software updates for your current solution
- Periodic user webinars
- Embedded system help files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

MCCi provides technical support for all MCCi solutions. Technical Support is provided by email or telephone during business hours of 8:00 a.m. to 8:00 p.m. Eastern Time. The Client can designate several individuals to be technical support contacts. There is no limit on the number of technical support calls that can be made. Clients may contact MCCi support through the online support center, by email (support@mccinnovations.com), or by telephone (866-942-0464).

JUSTFOIA PRICING

To determine which services and products are included with your project, please refer to the Pricing Section below.

Subscription Annual Expense	Cost	Total
JustFOIA Population Tier 1-Up to 10k	\$2,500	\$2,500
Adobe Pro Plug-In	\$375	\$375
Setup and Training: One time Expense		
Starter*Up to 2 Business Processes, Security Configuration for Up to 25 Staff Members, Up to 3 hours of Remote User and Administrative training, and Configuration of 1 email template	\$2,000	\$2,000
Adobe Pro Plug-in Setup, Installation and configuration of JustFOIA plugin for Adobe Acrobat Pro. "Train the Installer", up to 2 hours of remote assistance	\$250	\$250
Total Project Cost		\$5,125
For budgetary purposes, the Client should include \$2,875.00 in annual budget for renewal of the items quoted above.		
<i>Quotes Expire in 30 days</i>		

Your JustFOIA service includes up to 500 GB of data storage. While a vast majority of our clients do not go over this allotted amount, we do charge a fee of \$500 per 500 GB over the included amount of data storage. This fee is added to your yearly subscription.

PAYMENT & BILLING TERMS

MCCi will invoice one hundred percent (100%) of the subscription amount upon providing the Client online access to the JustFOIA service. The balance of the total project will be invoiced upon completion of the proposed professional services. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice. The Client's annual subscription renewal date is set based on 30 days after the contract is received.

TERMS AND CONDITIONS

MCCi, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the JustFOIA solution according to the following terms and conditions.

JUSTFOIA SUBSCRIPTION

MCCi is the developer and hosting provider for JustFOIA. An active subscription is required to access the solution. The official subscription date is established on the date MCCi grants initial access to JustFOIA. Adjustments in annual subscription rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. All subscriptions are prepaid and non-refundable.

JUSTFOIA IS AVAILABLE “AS-IS”

Though we want to provide a great service, there are certain things about the service we cannot promise. For example, the services and software are provided “as is”, at your own risk, without express or implied warranty or condition of any kind. We also disclaim any warranties of merchantability or fitness for a particular purpose. JustFOIA will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

LIMITED LIABILITY

Notwithstanding anything in this Agreement to the contrary, MCCi’s total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client’s claim was caused by or arose out of.

Due to the intended use of JustFOIA being focused on “Open Records” Requests, MCCi assumes that only public and non-confidential data will be uploaded to the solution, and the full Terms of Use are accessible on the home page of the JustFOIA solution.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

ADVANCE PAYMENT

MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE

Client and MCCi agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor MCCi will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the execution date of the agreement, or from the initial software/maintenance subscription date (applicable only when such components are included). Thereafter, this agreement will be automatically renewed from year to year. Either party may terminate or amend this agreement by giving the other party sixty (60) days written notice.

USE OF BASECAMP

Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp’s security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client’s data and correspondence exchanged with MCCi.

PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

Project Delays: Requests made by the client to cancel/reschedule delivery of services will cause a delay in delivery of the services and the overall project. The client understands that MCCi will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

OTHER CONTENT

The Services may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

MARKETING & REFERENCES

Client agrees to allow MCCi to publicly announce the client’s selection of MCCi for the specific solution(s), at the time of the client contracting with MCCi. Additionally, upon the client providing written consent, MCCi is authorized to publish and publicize testimonials and case study information pertaining to MCCi’s work with the Client. This information, including the Client’s organization name, and logo will be used in all media types.

MCCi SOFTWARE CONFIGURATION SERVICES

The customer may elect to contract with MCCi to configure the software. The customer is responsible for testing all software configurations completed by MCCi. By acknowledging this testing requirement, the customer waives any and all liability to MCCi for any fees, damages, etc. that could be related to software configurations.

FINANCIAL OBLIGATIONS OF CITY

This agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

SERVICE OF NOTICES

All required notices shall be deemed to have been validly given if delivered in person or by first class mail at the following addresses:

To City:

CITY OF MANOR
105 E. Eggleston Street
Manor, TX 78653

With a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, #A105
Austin, TX 78752

To MCCi:

COMPLIANCE WITH THE LAW

This agreement shall be governed and construed in accordance with the laws of the State of Texas. MCCi will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of MCCi under this agreement. The City assumes no duty to insure that MCCi follows the safety regulations issued by OSHA.

STATUS OF CONTRACTOR

MCCi shall perform all work under this agreement as an independent contractor and not as an agent or employee of the City. MCCi will not be supervised by any employee or official of the City nor will MCCi exercise supervision over any employee or official of the City. MCCi shall not represent that MCCi is an employee or agent of the City in any capacity. MCCi shall supply all personnel, equipment and materials at MCCi's sole expense. MCCi is not entitled to Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this agreement.

TRANSFERENCE AND AMENDMENTS

MCCi may not transfer this agreement to a third party nor in any way amend this agreement without prior written consent of the City.

VENUE

Venue shall lie exclusively in the State District Courts of Travis County, Texas.

INTERESTED PARTIES

MCCi acknowledges that Tex. Gov't Code § 2252.908 requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the City of Manor. MCCi confirms that it has reviewed Gov't Code § 2252.908 and will (1) complete FORM 1295, using the unique identification number provided by the City, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time MCCi executes and submits this agreement to the City. Form 1295 is available at the TEC's website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

This agreement is not effective until the requirements listed above are satisfied and any award of the agreement by the City is expressly made contingent upon MCCi's compliance with such requirements. The signed Form 1295 may be submitted to the City in an electronic format.

CONFLICTS OF INTEREST

MMCI acknowledges that Tex. Local Gov't Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the City of Manor. MMCI confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf> within seven (7) days of the date of submitting this agreement to the City or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS

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

SEVERABILITY

The provisions of this agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this agreement to other persons or circumstances shall not be affected thereby.

Submitted by: **MCCi, a Limited Liability Company**

Date: September 3, 2019

By:

(Signature)

(Printed Name & Title)

Noted Items Accepted by: **MANOR, TX**

Date:

By:

(Signature)

(Printed Name & Title)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Acknowledge the resignation of Planning and Zoning Commissioner William Myers, Place No. 7 and declare a vacancy.

BACKGROUND/SUMMARY:

P&Z Commissioner William Myers submitted his resignation to the Planning and Zoning Commission on September 7, 2019. He attended his last P&Z Committee meeting on September 11, 2019. Mr. Myers held the position of Extra Territorial Jurisdiction (ETJ) Resident - Place No. 7 from November 2014 - September 2019.

PRESENTATION: ☐ YES ☒ NO

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

William Myers - Resignation Email

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council acknowledge the resignation of Planning and Zoning Commissioner William Myers, Place No. 7 and declare a vacancy.

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

From: Myers, Bill <[REDACTED]>
Sent: Saturday, September 7, 2019 8:55:36 AM
To: Scott Dunlop <sdunlop@cityofmanor.org>
Subject: Re: P&Z Agenda Packet 9/11

I will be there.

It is with happiness and sadness I will have to resign as commissioner of the planning and zoning board effective 9/16/2019. It has been both an honor and a pleasure to sit on this board. Thank you for all the support and opportunities that you have extended to me in the past years.

My house sold and I will be closing the week of the 16th.

Sincerely
William W. Myers II

Sent from my iPhone