



AGENDA ITEM NO. ¹_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 4, 2016

PREPARED BY: Frances Aguilar

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the April 20, 2016 City Council Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Minutes from April 20, 2016 City Council Regular Meeting

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the minutes for the April 20, 2016 City Council Regular Meeting.

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



**MANOR CITY COUNCIL
REGULAR MEETING
MINUTES
105 E. EGGLESTON STREET
MANOR, TEXAS 78653
APRIL 20, 2016 · 7:00 P.M.**

COUNCIL MEMBERS

PRESENT:

Place 2, Gil Burrell, Mayor Pro-Tem
Place 3, Todd Shaner
Place 4, Sharon Snowden
Place 5, Rebecca Davies
Place 6, Jeff Turner

ABSENT:

Mayor, Rita Jonse
Place 1, Gene Kruppa

CITY STAFF PRESENT:

Thomas Bolt, City Manager
Lluvia Tijerina, Administrative Assistant
Scott Dunlop, Planning Coordinator
Lydia Collins, Finance Director
Ryan Phipps, Police Chief
Mike Tuley, Public Works Director

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

The Manor City Council met in regular session on Wednesday, April 20, 2016 in the City Council Chambers at 105 E. Eggleston Street. Mayor Pro-Tem Burrell announced that a quorum was present and the meeting was called to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

At the request of Mayor Pro-Tem Burrell, Police Chief Phipps gave the Pledge of Allegiance.

PUBLIC COMMENTS

Vicki McFarland, P.O. Box 256, Manor, addressed Council as a taxpayer for the school district and talked about the growth Manor ISD will be having in the next few years. She urged the importance of voting in the upcoming bond election.

CONSENT AGENDA

All items listed under the consent agenda were enacted by one motion. There was no separate discussion of the items and no items removed from the consent agenda.

A motion to approve the Consent Agenda was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 5 For – 0 Against.

1. Consideration, discussion, and possible action to approve the minutes for the April 6, 2016 City Council Regular Meeting.

The minutes were approved under the Consent Agenda.

2. Consideration, discussion, and possible action on acceptance of the March, 2016 Departmental Reports:
 - Development Services
 - Police
 - Municipal Court
 - Public Works

The reports were approved under the Consent Agenda.

3. Consideration, discussion, and possible action on a second reading of an ordinance annexing 1.069 acres recorded in document number 2013171610, deed records, Travis County, locally known as 13500 N. FM 973.

The ordinance were approved under the Consent Agenda.

4. Consideration, discussion, and possible action on a second reading of an ordinance to rezone 1.069 acres recorded in document number 2013171610, deed records, Travis County, locally known as 13500 N. FM 973 from Interim Agricultural "A" to Light Industrial "IN-1".

The ordinance were approved under the Consent Agenda.

REGULAR AGENDA

5. Consideration, discussion, and possible action on acceptance of the unaudited March, 2016 Monthly Financial Report.

Lydia Collins, Finance Director presented the March, 2016 monthly financial report.

A motion to accept the unaudited March, 2016 Monthly Financial Report was made by Council Member Turner, seconded by Council Member Snowden. The motion carried by the following vote:

Vote: 5 For – 0 Against.

6. Discussion, consideration, and possible action on the 2016 Capital Improvements Plan.

City Engineer Frank Phelan presented the 2016 Capital Improvements Plan. He stated that the Capital Improvements Plan Committee has met to review plans for water, wastewater, drainage, streets, hike and bike trails. The projects have been revised, prioritized and assembled in a plan. He discussed the various projects with Council and gave an overview of the funding for the projects.

A motion to approve the 2016 Capital Improvements Plan was made by Council Member Turner, seconded by Council Member Davies. The motion carried by the following vote:

Vote: 5 For – 0 Against.

7. Presentation on capital project financing.

Chris Lane, the City's financial advisor presented the capital project financing report. She gave an overview of the first phase of projects. She discussed what impact the projects will have on the financial status of the City. Mayor Pro-Tem Burrell recommended the \$24 million plan. Discussion was held with Mr. Phelan on the various projects.

No action was taken on this agenda item.

8. Consideration, discussion, and possible action the water and wastewater cost of service and rate study.

Lydia Collins, Finance Director presented the water and wastewater cost of service and rate study. She gave an overview of the study and what the proposed rates should be and how the base rate can be utilized to alleviate the debt service in a bond. Mickey Fishbeck with Rimrock Consulting Company further explained the report.

A motion to accept water and wastewater cost of service and rate study was made by Council Member Turner, seconded by Council Member Davies. The motion carried by the following vote:

Vote: 5 For – 0 Against.

9. Discussion, consideration and possible action on a change order for the Manor Police Station & Wastewater Treatment Plant Site Improvements Project.

Frank Phelan, City Engineer discussed the final change order for the projects that was negotiated with the contractor. There were a total of 28 adjustments to items that were reviewed with Council.

A motion to approve a change order for the Manor Police Station & Wastewater Treatment Plant Site Improvements Project was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 5 For – 0 Against.

10. Discussion, consideration, and possible action to approve a waiver from Ordinance 185, Section 20(j) Height and Placement requirements for Manor ISD New Tech Middle School, 10335 E. US Hwy. 290, to allow for 52 feet in height.

City Manager Tom Bolt presented the waiver information to Council. He commented that staff is recommending the waiver.

A motion to approve a waiver from Ordinance 185, Section 20(j) Height and Placement requirements for Manor ISD New Tech Middle School, 10335 E. US Hwy. 290, to allow for 52 feet in height was made by Council Member Turner, seconded by Council Member Davies. The motion carried by the following vote:

Vote: 5 For – 0 Against.

11. Discussion, consideration, and possible action to approve a waiver from Ordinance 185, Section 61(e)(iv) Landscaping Requirements for Manor ISD New Tech Middle School, 10335 E. US Hwy. 290, to allow for 59 trees and 679 shrubs.

City Manager Tom Bolt presented the waiver information to Council. He commented that staff is recommending the waiver. Council Member Turner left the dais at 8:05 p.m. while the agenda item was being presented, he was absent for voting.

A motion to approve a waiver from Ordinance 185, Section 61(e)(iv) Landscaping Requirements for Manor ISD New Tech Middle School, 10335 E. US Hwy. 290, to allow for 59 trees and 679 shrubs was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 4 For – 0 Against.

12. Discussion, consideration, and possible action on a first reading of a rezoning request for the Lagos preliminary PUD site plan, 146 acres at the SE corner FM 973 and Brenham Street; portions of the Calvin Baker Sur. No. 38, James Manor Sur. No. 39 and 40, James H. Manning Sur. No. 37; from single family residential (R-1) district zoning to Planned Unit Development (PUD) district zoning.

City Manager Tom Bolt introduced the developer for the project. Mr. Pete Dwyer said he didn't have a presentation but that he was available for questions. Planning Coordinator Scott Dunlop addressed Council and stated the Planning & Zoning Commission recommended a few changes to a roadway, and land use. Mr. Dunlop stated that staff is recommending approval of the first reading.

A motion to approve a first reading of a rezoning request for the Lagos preliminary PUD site plan, 146 acres at the SE corner FM 973 and Brenham Street; portions of the Calvin Baker Sur. No. 38, James Manor Sur. No. 39 and 40, James H. Manning Sur. No. 37; from single family residential (R-1) district zoning to Planned Unit Development (PUD) district zoning was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 5 For – 0 Against.

13. Discussion, consideration, and possible action on a concept plan for Lagos master planned community; 146 acres at the SE corner FM 973 and Brenham Street; portions of the Calvin Baker Sur. No. 38, James Manor Sur. No. 39 and 40, James H. Manning Sur. No. 37.

A motion to postpone the agenda item was made by Council Member Davies, seconded by Council Member Turner. The motion carried by the following vote:

Vote: 5 For – 0 Against.

14. City Manager March, 2016 Report

City Manager Tom Bolt updated Council on the status of the skate park and informed them that the skate park will no longer be donated.

ADJOURNMENT

A motion to adjourn was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 5 For – 0 Against.

Meeting was adjourned at 8:20 P.M.

APPROVED:

Rita G. Jonse, Mayor

ATTEST:

Frances M. Aguilar, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 4, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Discussion, consideration and possible action upon a second reading of a rezoning request for the Lagos Preliminary PUD site plan, 146 acres at the SE corner FM 973 and Brenham St; portions of the Calvin Baker Sur. No. 38, James Manor Sur. No. 39 and 40, James H. Manning Sur. No. 37; from single family residential (R-1) district zoning to Planned Unit Development (PUD) district zoning. Applicant: Kimley-Horn Associates.

BACKGROUND/SUMMARY:

This is a second reading of the PRELIMINARY PUD SITE PLAN to rezone the Lagos development. There will be one (1) reading at P&Z Meeting and two (2) at City Council meeting after this as the FINAL PUD SITE PLAN. The PUD land use plan calls for 422 single family homes (1250 sf living area homes, 50 ft wide lots, 6,000 sq ft minimum), about 220,000 sf of C-1 and C-2 type use commercial, 130 condo-type units at 1 per 10 acre density, 14.21 acre park (large portion as detention/amenity pond). This project has been in review since November as issues surrounding roadway alignments, traffic impacts, parking, land use, and amenities were worked out.

PRESENTATION: ☒ YES ☐ NO

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

Letter of Intent, Map Exhibits, Correspondence (Kimley-Horn Associates & City of Manor)

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the PRELIMINARY PUD SITE PLAN as it forms the basis for staff to further refine the FINAL PUD SITE PLAN - working out TXDOT alignments, traffic impacts, access into and through the development, parking for the village clusters. This site plan will have two (2) more votes at the City Council meeting before final approval.

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

November 9, 2015

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

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

To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed Lagos Master Planned Community is located at the southeast corner of FM 973 and Blake Manor Road in Manor, Texas and Travis County. The existing property is approximately 700 undeveloped acres. The site consists of approximately 146 acres within the City of Manor's jurisdiction, with the remainder residing in the City of Austin.

The proposed development intends to provide single family housing in the style of a lakefront community. The majority of the proposed single family residences will be located next to ponds and lakes to offer a better living experience than a typical subdivision. In addition to the single family lots, multi-family apartment units, retail lots, restaurants, public parks, and other amenities are included in the scope of the development. Manor ISD has been coordinating to construct a new elementary school in the Lagos property as well.

A typical zoning classification is not conducive to providing this variety of uses in an efficient or aesthetically pleasing manner. In order to adequately and responsibly meet the needs of the citizens of Manor, the Lagos property is undergoing the rezoning process, in order to be classified as a Planned Unit Development (PUD). PUD zoning allows for a more flexible and fluid community as well as a better dispersion of uses throughout the proposed development.

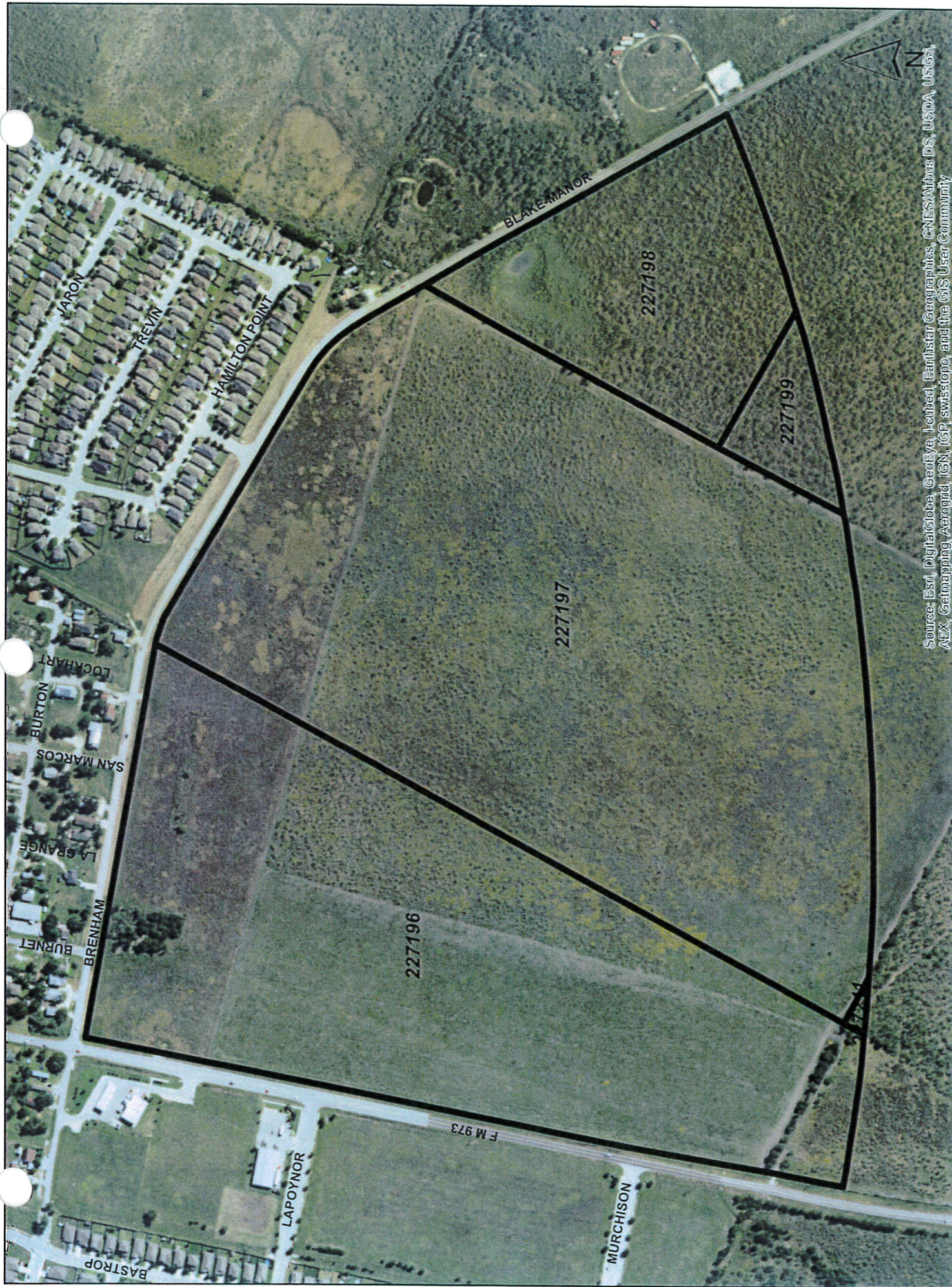
If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

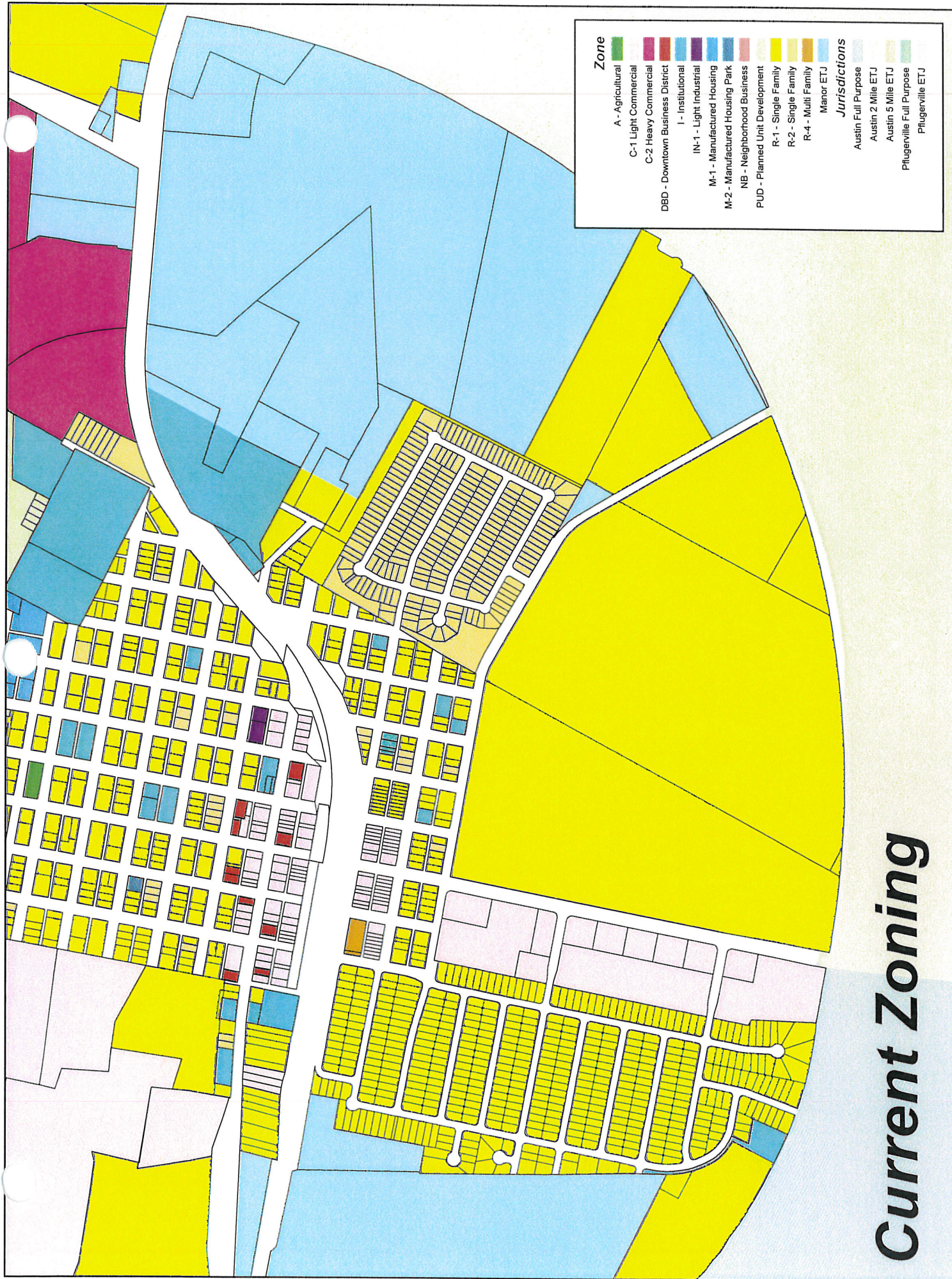
KIMLEY-HORN AND ASSOCIATES, INC.



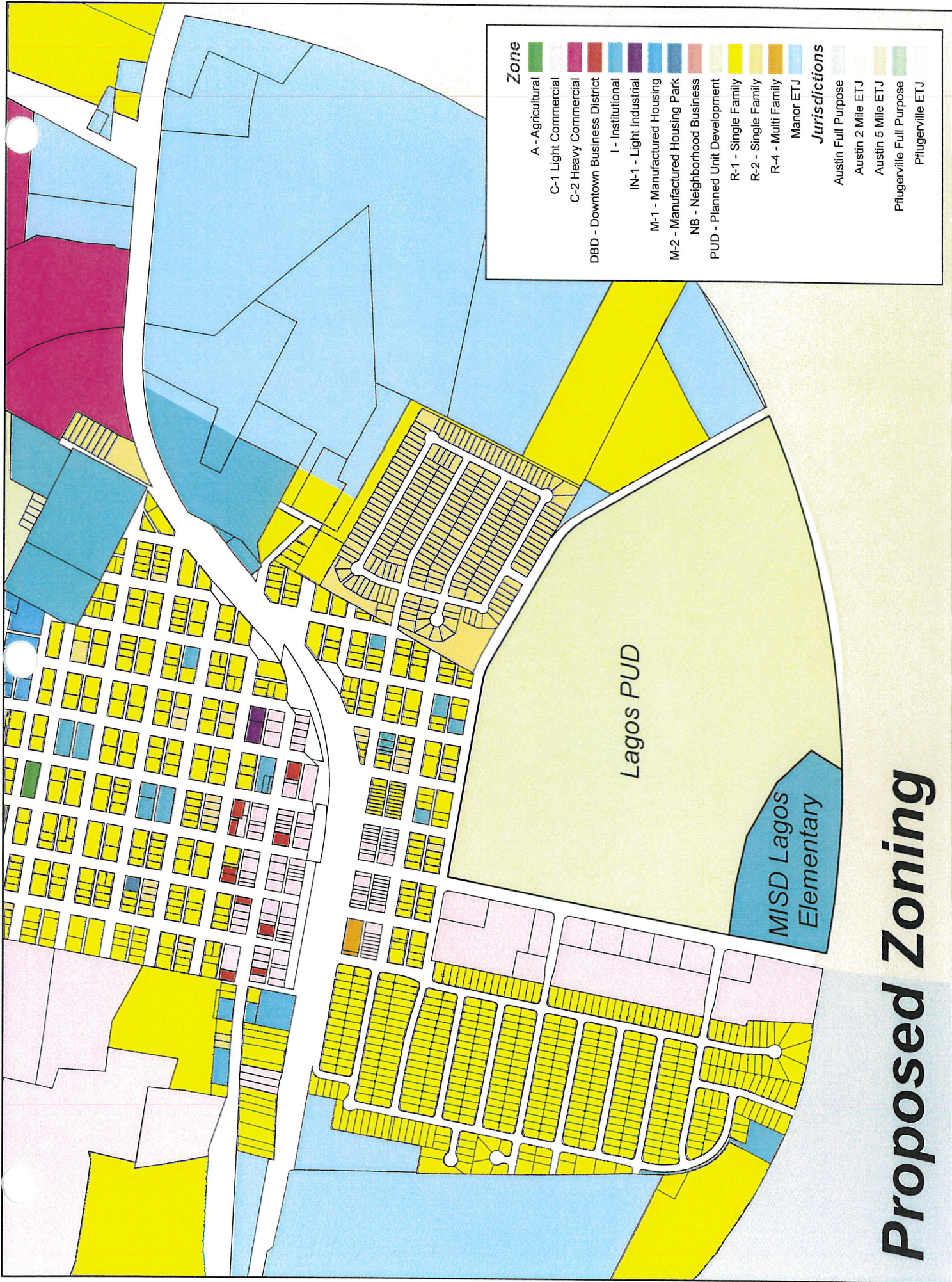
Robert J. Smith, P.E.
Senior Project Manager

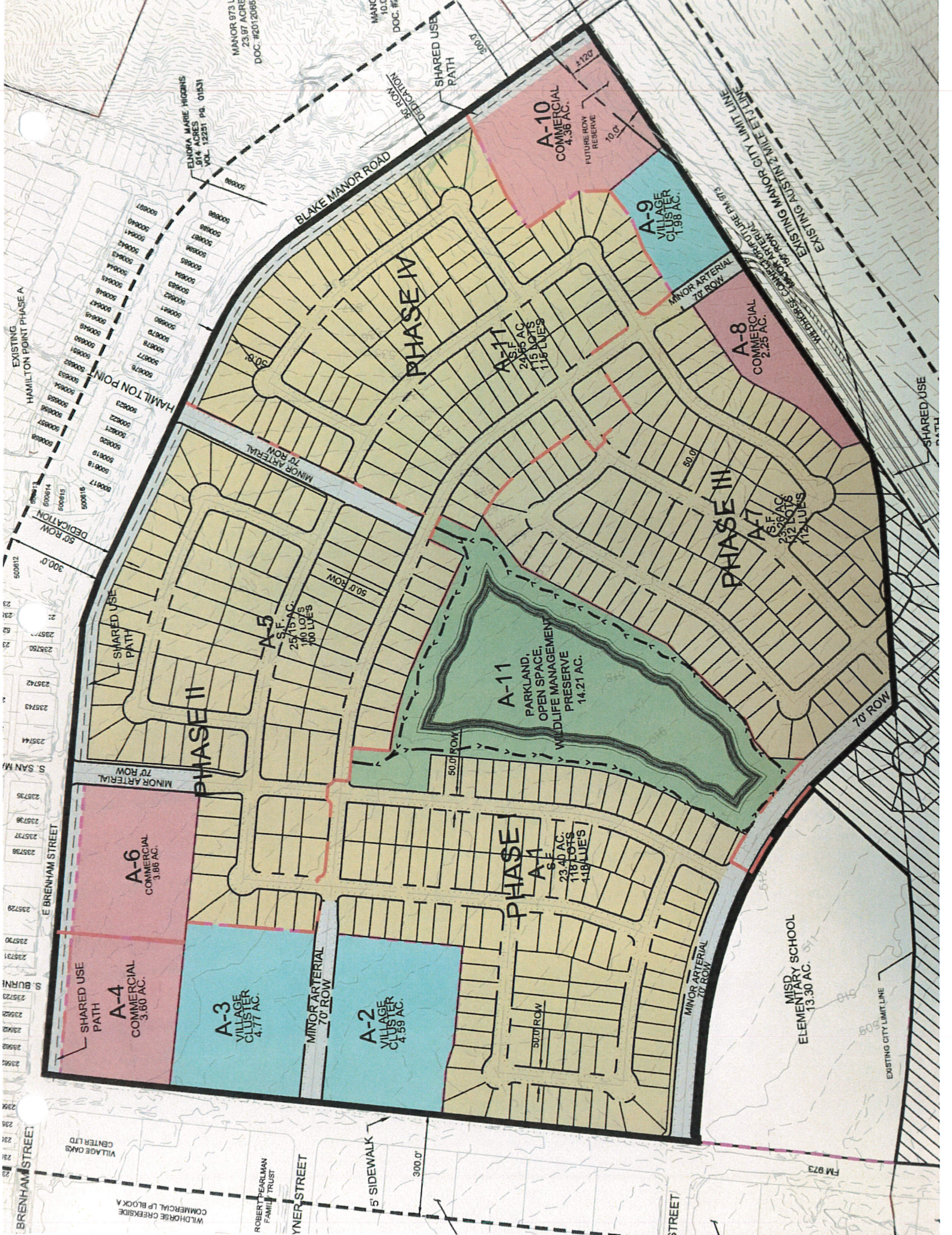


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Current Zoning





Kimley»Horn

December 16, 2015
City of Manor
Attn: Tom Bolt
105 E Eggleston St.
Manor, TX 78653

RE: Lagos Master Planned Community PUD

To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed Lagos Master Planned Community is located at the southeast corner of FM 973 and Blake Manor Road in Manor, Texas and Travis County. The existing property is approximately 700 undeveloped acres. The site consists of approximately 146 acres within the City of Manor's jurisdiction, with the remainder residing in the City of Austin.

The proposed development is seeking to be classified under the Planned Unit Development (PUD) zoning district in order to allow for a better community than conventional zoning would permit. The City of Manor Zoning Ordinance claims that "the purpose and intent of the Planned Unit Development District is to provide a flexible, alternative procedure to encourage innovative and imaginative designs for the unified development of the property." The City of Manor specifies seven main goals of PUD zoning that potential developments must accomplish. These have been presented and clarified below.

(i) To allow development which is harmonious with nearby areas

The Community is strategically located at the intersection of Blake Manor Road and FM 973. In 2011, Travis County voters approved nearly \$30,000,000 of roadway construction bonds to construct, in full or in part, a major roadway connector network including Wildhorse Connector Phases 1 and 2 which will bridge Gilleland Creek thereby tying the heart of Lagos to Parmer Lane, SH 130 and the Highway 290 Manor Expressway as well as the City of Manor's major north south arterial, FM 973, and to Blake Manor Road, the gateway road to southeast Travis County.

Because of the fact that the property resides in both Manor and Austin jurisdiction, the PUD zoning district would allow the Lagos development to more easily bridge gaps between municipalities and maintain a consistent and fluid community. The flexibility that PUD zoning allows will be invaluable as the previously mentioned roadway connector network comes into fruition and the City of Manor continues to grow.

(ii) To enhance and preserve areas which are unique or have outstanding significance

The rich cultural history of the area around Manor and eastern Travis County, will be researched, and preserved as areas develop. Components of cultural historic assets acquired will be catalogued and set in educational kiosks and displays throughout the Community to help educate the public on the many cultures that have existed on the fertile land that is Lagos.

The Gilleland Creek Greenway is a keystone in the City of Austin and Travis County's Parks and Open Space plan. Lagos shares nearly a mile of border with the future Gilleland Greenway. Numerous improvements including trail heads, parking, trails, play fields, lakes, wildlife habitat, nature educational exhibits, habitat enhancement or playscapes could be developed.

In addition to these preservation areas, Lagos will incorporate food and nature garden sites, to develop all age awareness of nature at work and how food grows and benefits the community.

(iii) To provide an alternative for more efficient use of land and infrastructure

Wildlife water fowl habitat and natural areas will be integrated into each of the strategically placed habitat lakes that will be maintained at constant levels such that they will act as wildlife and waterfowl attractants and will also be part of a complex, state-of-the-art water quality system. Providing wet pond storm water bio-filtration during rain events, these ponds will serve many uses, including water quality, wildlife management, and public use and enjoyment for young and old alike. These ponds are systematically organized to reduce storm sewer infrastructure cost and provide aesthetic improvements to the community that typical stormwater management facilities cannot provide.

The City of Manor requires 5% of a site area be dedicated as parkland in a typical subdivision. This would equate to roughly 7.3 acres of the Lagos development within the City of Manor. At this time, approximately 14 acres are being dedicated as parkland, open space, and a wildlife management preserve. None of the parkland lies in a floodplain, and the area resides in the heart of the development – allowing for a greater, more convenient greenspace for the entire community.

The Lagos development intends to dedicate 50 feet of right of way for future expansions to Blake Manor Road, and has established a future right of way reserve as wide as 120 feet for a potential expansion to FM 973 at the southeast corner of the property. Safety is paramount in any development, and Lagos is dedicating this land to help ensure that the roadways surrounding it can provide adequate capacity for Manor's growing needs. Internal streets will be designed per the City of Austin Transportation Criteria Manual, and several minor arterial roadways with 70 feet of right of way will be used to provide access to the development.

(iv) To encourage harmonious and coordinated development

Substantial 6, 8 and 10 foot wide bicycle and pedestrian trails will be able to be developed connecting the Highway 290 "Manor Expressway" trail to the Austin to Manor Rail Trail; the Parmer Lane trails, the WildHorse Connector and the future Gilleland Creek Greenway Trails, as well as numerous neighborhood trails within Lagos connecting neighborhoods, schools, businesses and community assets.

Numerous lakes, parks; some with improved Playgrounds and Playscapes, will be developed along public roadways and trails. Playground facilities will be all-age and all-ability accessible. A number of multi-use play fields would be developed for neighborhood sports activities, including soccer, softball, little league, basketball, football, lacrosse, and other activities.

(v) To facilitate the analysis of the effect of the development upon the economy and area

The most evident way that the Lagos Master Planned Community will provide improvements to the surrounding area and the City as a whole is in the additional residents that the development will serve. These residents will bring additional commerce and connection throughout the City.

The development will add to the tax base of the City, both through residents of Lagos and through businesses using the proposed commercial space. As the Lagos development is abutting several major roadways within the City, it makes logistical sense to offer a diverse set of uses in the area. The future roadway connector network will only increase the opportunity for the Lagos development to make a positive impact on both the City economy and the residents themselves.

(vi) To provide and result in an enhanced residential and/or work environment

Lagos' development will center around a series of man made lakes, embedded within the Community. These lakes will provide visual and recreational amenities for the public, in general, and the residents specifically. Lake front home sites will be very desirable.

Many of the lakes in Lagos will contain fishery habitats, with hydrophilic vegetation strategically designed to promote game fish development suitable for catch and release enjoyment. The lakes will be designed and built with many public amenities, including educational pavilions, fishing points, picnic points and knolls and water front park spaces. The lakes' interpretive center and surrounding wildlife habitat will be maintained by the Lagos Gilliland Wildlife Habitat Conservation Foundation.

(vii) To achieve overall coordinated mixed-use developments

The draught of the last three years has taken its toll on the riparian woodlands along Gilleland Creek within the planned Greenway. Nearly 50% of the mature trees in some areas have perished. The Lagos development would facilitate a professional reforestation program in conjunction with the planned park and greenway improvements listed above.

The Lagos development also proposes space dedicated to village clusters – a detached low density multi-family area. Tentative densities from these areas is approximately 10 units per acre. Somewhat akin to town homes, these clusters will allow for more options for potential residents of the Lagos development. Rather than construct apartment complexes side by side with single family residences, the Lagos development aims to use village clusters to diversify the property. Typical zoning regulations would not easily allow for this solution.

Subdivision Variances Requested

The Subdivision Variances requested for the Lagos PUD are as follows:

1. An aerial photograph may be submitted at the preliminary plat stage rather than a tree survey.
2. An inventory of significant trees that identifies the number of significant trees by category (trees 18 inches in caliper or larger and trees between 8 and 18 inches in caliper) to remain during construction and the number of significant trees in each category designated to be removed during construction shall be permitted with construction plans.
3. The number of replacement trees that will be installed, without the identification of the particular location at which the replacement trees shall be installed, shall be submitted with construction plans.
4. Significant cottonwood, hackberry or mesquite trees removed shall be replaced at a rate of 50% per caliper inch with an approved hardwood tree. All other significant trees must be replaced at the ratios defined in the city's subdivision ordinance.
5. The minimum lot area and lot width requirements (including the percentage of total lots within the master land plan that are permitted to be of such minimum lot area and lot width category), height and setback requirements, lot coverage requirements, parking requirements, and landscaping requirements for each lot shall be as set forth in the minimum development standards for lots within the master land plan and outside the corporate boundaries of the city or as set forth in the pud variances for lots within the pud and the corporate boundaries of the city.
6. Lots shall not be required to face a similar lot across the street.
7. Side lot lines shall not be required to project away from the front lot line at approximately right angles to street lines and radial to curved street lines.
8. The construction of sidewalks in residential and commercial areas need not be completed prior to final approval and acceptance of a final plat, but must be completed prior to the issuance of a certificate of occupancy or within 2 years from the approval of the final plat. A cost estimate for the construction of any sidewalks in residential areas not constructed prior to the final approval and acceptance of the final plat shall be prepared and a bond for 110% of such costs shall be posted with the city. Each year the developer and city may agree to the additional sidewalks in residential areas that were completed during the previous year and reduce the amount of the bond to reflect the construction costs of the sidewalks that have been completed. Sidewalks in residential areas not completed prior to the end of the 2-year period shall be completed by the developer or by the city with the bond funds. Failure to provide sufficient bonds or complete the sidewalks in residential areas shall not obligate the city to build sidewalks. The construction of sidewalks in non-residential areas shall be completed during subdivision construction.
9. Lot frontage widths of single-family lots shall be as follows:
 - a. Not more than 45% of such lots, not including cul-de-sac lots, may have a lot frontage width of not less than 40 feet.

- b. 55% or more of such lots, not including cul-de-sac lots, shall have a lot frontage width of 50 feet or greater.
 - c. Any cul-de-sac lot shall have a lot frontage width of no less than 30 feet.
10. The minimum single-family residential lot shall be 6,000 feet.
11. Front setbacks for single-family residential lots shall be staggered as follows:
- a. 40% of all lots within the property shall have a set back of 20 feet from the front property line.
 - b. 20 % of all lots within the property shall have a set back of 22.5 feet from the front property line.
 - c. 20% of all lots within the property shall have a set back of 25 feet from the front property line
 - d. 20% of all lots within the property shall have a set back of 27.5 feet from the front property line.
12. Single-family residential lots have a minimum side set back of five (5) feet for each lot.
13. Single-family residential lots have a minimum rear set back of ten (10) feet for each lot.

Zoning Variances Requested

The Zoning Variances requested for the Lagos PUD are as follows:

1. Apprvoed Land Uses

The land uses shown on the master plan shall be permitted. Changes to the location of the land uses shown on the master plan shall be granted by the planning and zoning commission if: (a) the proposed land uses are consistent with the following table; or (b) the change in location of land uses does not result in a higher density use than the use shown on the master plan. Any application for a change in location of land uses is deemed approved if the planning and zoning commission does not disapprove it within 30 days after the date the application is filed with the city secretary. If the planning and zoning commission disapproves an application for a change of land uses, then the applicant may appeal that disapproval to the city council. The city council will act on the appeal within 30 days of the date the appeal is filed with the city secretary.

TABLE 1: SITE DATA AND ACREAGES

LAND USE	ACREAGE	PERCENTAGE OF TOTAL ACREAGE
SINGLE-FAMILY RESIDENTIAL (R-2*)	96.4	65.92%
VILLAGE CLUSTER RESIDENTIAL (R-3)	11.4	7.76%
COMMERCIAL (C-1 AND C-2)	14.1	9.63%
OPEN SPACE (OS)	14.2	9.72%
MAJOR ROADWAYS	10.2	6.97%
TOTAL	146.2	100%

2. Minimum Lot Size, Height and Placement Requirements

TABLE 2: SETBACK, HEIGHT, AND LOT WIDTH INFORMATION

LAND USE	FRONT YARD SETBACK (FT)	SIDE YARD SETBACK (FT)	STREET SIDE YARD SETBACK (FT)	REAR YARD SETBACK (FT)	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MAXIMUM HEIGHT LIMIT (FT)
R-1*	25	10	15	25	6,000	50-60	35
R-2	20	5	15	10	7,200	50	35
C-1	25	7	15	15	5,750	50	60
OS	25	10	15	25	7,500	60	35

Note: single-family development will follow setback and height guidelines for the r-2 zoning district, but will allow for a minimum lot size of 6,000 square feet for a portion of the development.

3. Lot Coverage

TABLE 3: ALLOWABLE LOT COVERAGE

LAND USE	MAIN BUILDINGS	MAIN AND ACCESSORY BUILDINGS
R-2*	40%	50%
R-3	40%	50%
C-1 AND C-2	60%	70%
OS	50%	60%

4. Parking

Off-street parking for more than five vehicles and loading areas shall be effectively screened by a private fence, hedge, planting or natural vegetation or topography on each side which adjoins land designated for a residential use or a residential use.

5. Landscaping

The following percentage of the net area of each lot shall be landscaped. The net lot area shall equal the total lot area less the area to be left unimproved because of the existence of natural features that are worthy of preservation or that would make improvements impractical.

TABLE 4: LANDSCAPING REQUIREMENTS

LAND USE	NET LOT AREA
R-2*	SEE NOTE
R-3	20%
C-1 AND C-2	15%
OS	20%

Note: minimum landscape requirements for each lot within a single-family, dwelling, or a manufactured home, shall be a minimum of two (2) two-inch trees, six (6) two-gallon shrubs and lawn grass from the property line to the front two (2) corners of the structure. Residential structures on reverse frontage lots shall also be required to screen the rear of the structure from the abutting highway, access road, or other public right-of-ways.

Landscaping placed within public right-of-way shall not be credited to the minimum landscape requirements by this section unless the developer and the city negotiate a license agreement by which the developer assumes the responsibility for the maintenance, repair and replacement for all landscaping located within the public right-of-way.

6. Maximum Density

TABLE 5: ALLOWABLE MAXIMUM DENSITIES

LAND USE	MAXIMUM DENSITY
R-3	10 UNITS PER ACRE
C-1 AND C-2	1.8 TO 1 FAR

Please contact me at 512-418-1771 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



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

Kimley»Horn

December 16, 2015
City of Manor
Attn: Tom Bolt
105 E Eggleston St.
Manor, TX 78653

RE: *Lagos Master Planned Community PUD Plan*
Comments received via email

To Whom It May Concern:

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided by Scott Dunlop on November 16, 2015. The original comments have also been included below for reference.

City of Manor - Scott Dunlop - 512-272-5555

1. We're looking for how this zoning achieves the purposes and objectives set forth in the zoning ordinance (185 Sec 49(a)(i-vii)). Also in return for deviating from traditional zoning standards there has to be an increase in another public amenity; like additional improved parkland, better streets, amenity centers available to the entire city, etc. These need to be explicitly detailed so Council and determine if the PUD zoning is more beneficial than traditional zoning.

Response: Please see the attached letter highlighting the vision of the proposed Lagos community. Descriptions of proposed benefits and tangible examples are provided in this document. These uses convey that PUD zoning would be more beneficial than traditional zoning, especially as the City of Manor continues to grow.

2. The types of land uses need to be described too, like is it single-family detached or attached and what are village clusters envisioned to be?

Response: All areas marked as single family on the exhibit will be dedicated to detached single family housing. The Village clusters are envisioned to be somewhat similar to town homes at an approximate density of 10 living units per acre. These residences are envisioned to be detached – our client feels that this option is a better fit for the rest of the community than a typical multifamily apartment complex.

3. There's also note 10 that states the minimum lot size is 4,000 sq ft. for single-family but the chart says 6,000.

Response: Note 10 has been corrected to match the chart.

Please contact me at 512-418-1771 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "R. J. Smith", with a long horizontal stroke extending to the right.

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

December 24, 2015

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

Re: Master Plan Review for
Lagos PUD
City of Manor, Texas

Dear Mr. Bolt:

The first submittal of the Master Plan for Lagos PUD prepared by Kimley-Horn and Associates and delivered to our office on December 18, 2015, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. Based upon our review, we can offer the following comments:

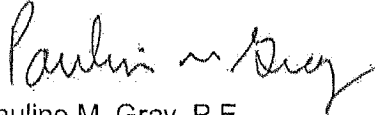
1. The Master Plan should be retitled Preliminary Site Plan.
2. A Preliminary Site Plan of the entire property should be submitted. Section 49(e) of the City of Manor Zoning Ordinance 185 requires that a **Preliminary Site Plan of the entire property** within the Planned Unit Development be submitted in order for the Commission to study and review the plan prior to any recommendation to, or consideration by, the City Council of the Planned Unit Development district ordinance.
3. Section 49(e)(iii)(B) requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.
4. Details of the relationship of the proposed development to adjacent uses in terms of harmonious use and design, setbacks, maintenance of property values and negative impacts should be provided per Section 49(e)(iii)(C).
5. Section 49(e)(iii)(D) requires that details for the provision of a safe and efficient vehicular and pedestrian circulation system be provided.
6. The design and location of proposed off-street parking spaces and loading facilities are not indicated on the plan as required by Section 49(e)(iii)(E) of Zoning Ordinance 185. Off street parking and loading facilities must be indicated on the plan in order to ensure that all such spaces are usable and are safely and conveniently arranged.
7. Section 49(e)(iii)(F) requires that the proposed streets should be shown on the Preliminary Plan in order to show that the streets have sufficient width and suitable grades and that the streets have been designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.

8. The coordination of streets should be shown on the Preliminary Plan so as to show that a convenient system consistent with the Thoroughfare Plan of the City will be created as is required by Section 49(e)(iii)(G) of the Zoning Ordinance.
9. Section 49(e)(iii)(H) requires that details of the use of landscaping and screening be provided with the preliminary plan in order demonstrate that adequate buffers are provided to shield lights, noise, movement or activities from adjacent properties when necessary and to show that the landscaping and screening complement the design and location of buildings and are integrated into the overall site design.
10. The location, size and configuration of open space areas should be shown on the Preliminary Plan to ensure that such areas are suitable for intended recreation and conservation uses.
11. Information should be provided to demonstrate the adequacy of water, drainage, sewage facilities, garbage disposal and other utilities necessary for essential services for residents and occupants.

Please provide a written response narrative that identifies how each of the comments was addressed. Additional comments may be rendered based upon reviews of updated submittal information.

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

Sincerely,



Pauline M. Gray, P.E.

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

PMG/s

PN 100-986-10



Kimley»Horn

February 17, 2016
Jay Engineering Company, Inc.
Attention: Pauline M. Gray, P.E.
P.O.Box 1220
Leander, Texas 78646

RE: Preliminary Site Plan review for Lagos PUD City of Manor, Texas

To Whom It May Concern:

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided by Pauline M. Gray, P.E., letter dated on December 24, 2015. The original comments have also been included below for reference.

1. The Master Plan should be retitled Preliminary Site Plan.

Response: The exhibit title has been revised upon discussions with City of Manor staff on January 12, 2016.

2. A Preliminary Site Plan of the entire property should be submitted. Section 49(e) of the City of Manor Zoning Ordinance 185 requires that a **Preliminary Site Plan of the entire property** within the Planned Unit Development be submitted in order for the Commission to study and review the plan prior to any recommendation to, or consideration by, the City Council of the Planned Unit Development district ordinance.

Response: The attached preliminary site plan has been revised to meet the requirements set forth in Section 49(e) of the City of Manor Zoning Ordinance.

3. Section 49(e)(iii)(B) requires that information be submitted describing the environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.

Response: Please find attached a copy of an environmental assessment of the Lagos property compiled by SWCA Environmental Consultants, dated June 2014. This assessment details the hydrogeologic conditions of the Lagos property, as well as on-site floodplain, critical environmental features, critical water quality zones, and other notable natural features. Kimley-Horn has taken care to consider these features when creating the preliminary site plan, and intends to use the findings of the SWCA report to develop the property in a responsible manner. This report should provide sufficient information to satisfy section 49(e)(iii)(B).

4. Details of the relationship of the proposed development to adjacent uses in terms of harmonious use and design, setbacks, maintenance of property values and negative impacts should be provided per Section 49(e)(iii)(C).

Response: Notes have been added to the preliminary site plan to clarify that the requirements of Section 49(e)(iii)(C) will be sufficiently met. The Proposed development intends to continue harmonious use with the adjacent Hamilton point subdivision by providing right of way for future widening of E Brenham Street and Blake Manor Road to ensure adequate access and prevent congestion. The proposed internal street network ties in with existing roadways adjacent to the property to provide a smooth and seamless transition from one property to the next. The commercial tracts will provide restaurants and retail space for nearby residents to enjoy, and offices to provide additional jobs in the area. More information will be provided in the final design of the site.

5. Section 49(e)(iii)(D) requires that details for the provision of a safe and efficient vehicular and pedestrian circulation system be provided.

Response: The preliminary site plan now details the circulation system throughout the property. Street sections will be laid out to meet the guidelines specified in the City of Austin Transportation Criteria Manual to ensure that vehicular and pedestrian circulation through the development satisfies section 49(e)(iii)(D) of the City of Manor Zoning Ordinance.

6. The design and location of proposed off-street parking spaces and loading facilities are not indicated on the plan as required by Section 49(e)(iii)(E) of Zoning Ordinance 185. Off street parking and loading facilities must be indicated on the plan in order to ensure that all such spaces are usable and are safely and conveniently arranged.

Response: The preliminary site plan has taken the requirements of section 49(e)(iii)(E) into consideration. All parking and loading facilities will meet municipal requirements, including requirements set forth in the City of Austin Transportation Criteria Manual as required, and ensuring adequate ADA parking spaces are provided. Notes clarifying these regulations have been added to the preliminary site plan.

7. Section 49(e)(iii)(F) requires that the proposed streets should be shown on the Preliminary Plan in order to show that the streets have sufficient width and suitable grades and that the streets have been designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.

Response: A preliminary trip generation analysis has been provided as part of the submittal package. As there is some uncertainty concerning the exact uses of the commercial parcels at this time, a breakdown of 75% office, 5% restaurant, and 20% retail was assumed for the trip generation. The Floor to Area ratio of these uses were assumed to be 0.4 for office, 0.2 for restaurant, and 0.25 for retail uses. These assumptions are specified on the preliminary site plan as well. The forthcoming Lagos TIA will analyze the trip generation and other traffic impacts more thoroughly.

Streets have been designed to meet the City of Austin Transportation Criteria Manual in regards to minimum radii, right-of-way widths, etc. The street network is now shown on the preliminary plan to satisfy the requirements of section 49(e)(iii)(F).

8. The coordination of streets should be shown on the Preliminary Plan so as to show that a convenient system consistent with the Thoroughfare Plan of the City will be created as is required by Section 49(e)(iii)(G) of the Zoning Ordinance.

Response: The development includes right-of-way dedication to allow Blake Manor Road to be widened to a 4 lane major arterial per the City of Manor thoroughfare plan. In addition to this dedication, other potential roadway alignments were considered when creating the preliminary site plan. The future Wildhorse connector is displayed on the preliminary site plan. Additionally, the FM 973 realignment per the thoroughfare plan is displayed on the plan. Discussions with City staff and TXDOT are ongoing to determine the best manner to provide connectivity to the area. The forthcoming Lagos TIA will expound on these issues in greater depth.

9. Section 49(e)(iii)(H) requires that details of the use of landscaping and screening be provided with the preliminary plan in order demonstrate that adequate buffers are provided to shield lights, noise, movement or activities from adjacent properties when necessary and to show that the landscaping and screening complement the design and location of buildings and are integrated into the overall site design.

Response: Notes have been added to the preliminary site plan to clarify the landscape requirements for the development. Lights, noise, movement and other activities will be shielded from adjacent properties. The commercial and village cluster tracts will be designed and planned to accommodate these requirements as well. More information concerning specific landscaping and screen walls will be provided with the final design.

10. The location, size and configuration of open space areas should be shown on the Preliminary Plan to ensure that such areas are suitable for intended recreation and conservation uses.

Response: Open space areas are now shown and labeled on the preliminary site plan. The open space area intends to provide a variety of amenities to the development, including fishing ponds with trails along the banks and a natural greenspace for the residents to enjoy.

11. Information should be provided to demonstrate the adequacy of water, drainage, sewage facilities, garbage disposal and other utilities necessary for essential services for residents and occupants.

Response: A table detailing the LUE's generated by the development has been added to the preliminary site plan. Please see the attached water and wastewater calculations for additional information. In regards to the commercial lots, the same assumptions for the preliminary trip generation analysis were used to determine LUE's.

Please contact me at 512-418-1771 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



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

Kimley»»Horn

Project Number

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AM and/or PM rates correspond to peak hour of generator

- Worksheet is intended as a planning tool. Verify results w/ ITE Trip Generation 9th Edition

WATER CAPACITY CALCULATIONS

	LUE's	People per LUE	Total Pop.
	678.00	3.5	2,373.00
Total	678.00		2,373.00

Peak hour demand	900	Gal/Person/Day	=	0.00139	cfs
Peak Daily Demand	530	Gal/Person/Day	=	0.00082	cfs

Total Peak Hour Demand	2,135,700 Gal/Day	or	1,483.13 gpm	=	3.30 cfs
Total Peak Daily Demand	1,257,690 Gal/Day	or	873.40 gpm	=	1.95 cfs

Anticipated Fire Flow Demand	1,500.00 gpm	=	3.34 cfs
Duration of Fire Flow	2 hours		

LAGOS PLANNED UNIT DEVELOPMENT - MANOR

WASTEWATER CAPACITY CALCULATIONS

Design Criteria

Project Data

Development Size =

146.2 Acres

Population:

	LUE's	People per LUE	Total Pop.
	678.00	3.5	2,373.00
Total	678.00		2,373.00

Data from City of Austin Utility Criteria Manual

Wastewater Generation =

70 gal/person/day

Inflow and Infiltration =

750 Gal/ Acre*Day

Calculations

Total Avg Dry Weather Flow (F) -

166,110 Gal/day

or

115.35 gpm

Peaking Factor (Mp =)

3.53 Unitless

$$Mp = \frac{18 + (0.0206 * F)^{0.5}}{4 + (0.0206 * F)^{0.5}}$$

Min. Flow Factor (Mm =)

0.22 Unitless

$$Mm = 0.2 * (0.0144 * F)^{0.198}$$

Minimum Dry Weather Flow -

36,733.65 Gal/day

or

25.51 gpm

=

0.06 cfs

Peak Dry Weather Flow -

585,767 Gal/day

406.78 gpm

=

0.91 cfs

I&I Contribution -

109,635 Gals/Day

or

76.14 gpm

=

0.17 cfs

Total Peak Wet Weather Flow -

695,402 Gal/ Day

or

482.92 gpm

=

1.08 cfs

Lagos
706 Investment Partnership, Ltd.
Wildlife Management Plan for 2015-2019
Site Visit Conducted on April 19, 2015
Summary

Property Description:

± 681.192 acres in eastern Travis County off of FM 973 and Blake Manor Road, approximately 1 mile south of US Highway 290 in Manor, Texas. See attachment for specific Travis CAD account numbers.

Ownership:

706 Investment Partnership, Ltd.
9900 Hwy 290 E
Manor, TX 78653

Current Use:

Valued under 1-d-1 open spaces agricultural use appraisal.

Planned Use:

Wildlife management for active recreational use and passive aesthetic enjoyment; to be valued under 1-d-1w wildlife management use appraisal.

Target Indigenous Species:

Songbirds
Mourning Dove
White-tailed Deer
Wild Turkey

Planned Management Practices: (7 out of 7)

Habitat Control

1. Brush Management 2015-2019

Erosion Control

1. Pond Construction and Major Repair 2015-2024

Predator Control

1. Imported Red Fire Ant Control 2015-2019

Supplemental Water

1. Marsh/Wetland Restoration or Development 2015-2024
2. Well/Troughs/Windmill Overflow/Other Wildlife Waterers 2015-2024

Supplemental Food

1. Feeders and Mineral Supplementation 2015-2019

Providing Shelters

1. Nest Boxes, Bat Boxes 2015-2019
2. Brush Piles and Slash Retention 2015-2019

Making Census Counts to Determine Population

1. Songbird Transects and Counts 2015-2019

Lagos
706 Investment Partnership, Ltd.
Wildlife Management Plan for 2015-2019
Prepared by PLATEAU Land & Wildlife Management, Inc.
Site Visit Conducted on April 19, 2015

Property Description

Size	+/- 681.192 acres
Location	eastern Travis County
Nearest Town/Major Intersection	1 mile south of US Highway 290 in Manor, Texas off of FM 973 and Blake Manor Road
Shape	Irregular
Boundary Features	The western boundary occurs along FM 973 while the northern boundary occurs along Blake Manor Road. All remaining boundaries occur along fence lines with neighboring tracts.
Significant Water Features	One large pond and two smaller tanks occur on the property. Numerous drainages bisect the property, typically draining from east to west.
Terrain	Gently sloping from east to west.
Elevation	Maximum - 560 ft MSL Minimum - 475 ft MSL
Fencing	Perimeter
Wildlife Use Appraisal Region	Eastern Edwards Plateau
Ecological Region	Blackland Prairie
River Sub-Basin	Lower Colorado-Cummins
Major River Basin	Colorado River
Coastal Bay	Matagorda Bay
Average Rainfall for Area	32-34 inches/yr

Current Habitat Description

The Lagos property consists of two major habitat types including:

1. Old Pasture
2. Mixed Woodlands

Old Pasture

Where It Occurs:

The overwhelming dominating habitat throughout the entire property is old pasture.

Canopy Layer:

Canopy cover within this habitat is extremely variable, dependant on the amount of regrowth, invasive mesquite. Scattered portions of the old pasture are nearly void of canopy species, and in some cases void of any wooded species. Mesquite has severely invaded the majority of the property, and is representative of the various age classes of growth. In some cases, hackberry, cedar elm, or bois d'arc can be found scattered amongst the dense mesquite layer.

Shrub Layer:

Mesquite can be found in large sections of similar structure, indicating previous efforts to control. Diversity is extremely low throughout with only a scattering of other species occurring. Prickly pear cactus, condalia spp., twist-leaf yucca, bumelia, and lime prickly-ash were seen scattered throughout, in extremely limited numbers.

Herbaceous Layer:

The herbaceous community is comprised of a mixture of weedy forbs and dense cool season grasses. Some patches are comprised almost entirely of weedy forbs such as croton, giant ragweed, silver-leaf nightshade, cocklebur, evening primrose, and Indian paintbrush. When grass is present, cool season grasses such as rescuegrass, Texas wintergrass, Japanese brome, and ryegrass are common with a scattering of warm season remnants such as silver bluestem and limited little bluestem.

Plants Observed/Expected:

Trees	Shrubs/Vines/Succulents	Grasses/Forbs
Mesquite Cedar elm Hackberry Bois d'arc Bumelia	Young mesquite Prickly pear cactus Bumelia Twist-leaf yucca Lime prickly-ash Flame-leaf sumac Condalia spp. Willow baccharis	Rescuegrass Texas wintergrass Ryegrass Japanese brome Coastal bermudagrass Silver bluestem Little bluestem Cocklebur Silver-leaf nightshade Evening primrose Indian paintbrush Erect gayfeather Western ragweed Croton Giant ragweed

Mixed Woodlands

Where It Occurs:

The mixed woodlands are found along the drainages, scattered fence lines, and a small woodland patch located along the northern boundary.

Canopy Layer:

Canopy within these woodlands is typically comprised of hackberry, mesquite, bois d'arc, bumelia, Texas ash, and occasional non-natives such as Chinese tallow and chinaberry.

Shrub Layer:

The understory shrub layer is often limited with low diversity. Young mesquite dominates the layer with scattered flame-leaf sumac, possumhaw, bumelia, condalia, and prickly pear cactus.

Herbaceous Layer:

The herbaceous community is limited within the denser habitats with only a scattering of grasses and forbs occurring. A few pockets of giant reed are present. Giant ragweed occurs along the edges of the woodlands and the old pasture habitats.

Plants Observed/Expected:

Trees	Shrubs/Vines/Succulents	Grasses/Forbs
Hackberry	Young mesquite	Little bluestem
Cedar elm	Bumelia	Giant reed
Bois d'arc	Prickly pear cactus	Giant ragweed
Texas ash	Possumhaw	Croton
Bumelia	Condalia	Various paspalums
Chinaberry	Flame-leaf sumac	Virginia wildrye
Chinese tallow	Willow baccharis	Texas wintergrass
	Greenbriar	Frostweed

Management Priorities:

Numerous activities can benefit the wildlife on the property and can be broken to immediate action items. Those that will be more long-term will likely take a few years to initiate. Activities that will immediately benefit wildlife include the treatment of imported red fire ants, control of invasive mesquite, installation of nesting boxes for cavity nesting species such as wrens and titmouse, and providing permanent food and water sources a wide variety of wildlife. Eventually, the creation of scattered ponds and seasonal wetlands, which may be maintained by pumped water will provide valuable habitat for wildlife. The benefits of long-term mesquite control can be compounded by the planting a mixture of native trees and shrubs.

White-tailed Deer:

Based on discussions with the landowner, deer numbers are currently low. While deer are not a target species of this wildlife management plan and hunting is not a formal component of this plan, reducing deer numbers is encouraged as it will increase the abundance and diversity of seed-producing forbs (an important food source for a variety of seed eaters), encourage recruitment of important shrubs and trees (important cover and food sources for a variety of birds and mammals), and increase amounts of available forage for all wildlife. The use of corn or other supplemental feeders on properties where no hunting will occur is discouraged.

Soil Types (from NRCS Soil Descriptions)

There are six main soil types located on the Lagos property in Travis County.

Map unit: FhF3 - Ferris-Heiden complex, 8 to 20 percent slopes, severely eroded

The Ferris, severely eroded component makes up 60 percent of the map unit. Slopes are 8 to 20 percent. This component is on linear gilgai on ridges on plains. The component is in the Eroded Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation includes big and little bluestem, indiagrass switchgrass, wildrye, meadow dropseed, Texas wintergrass, silver bluestem Engelmann daisy Maximilian sunflower gayfeather black samson, bundleflower sensitivebrier neptunia prairie clovers, scurfpea, button snakeroot, and groundplum.

Map unit: HeD2 - Heiden clay, 5 to 8 percent slopes, moderately eroded

The Heiden, eroded component makes up 95 percent of the map unit. Slopes are 5 to 8 percent. This component is on linear gilgai on ridges on plains. This component is in the Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundle flowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

Map unit: HnB - Houston Black clay, 1 to 3 percent slopes

The Houston Black component makes up 95 percent of the map unit. Slopes are 1 to 3 percent. This component is on circular gilgai on ridges on plains. This component is in the Blackland Pe 44-64

ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundle flowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

Map unit: HnC2 - Houston Black clay, 3 to 5 percent slopes, moderately eroded

The Houston Black, eroded component makes up 95 percent of the map unit. Slopes are 3 to 5 percent. This component is on linear gilgai on ridges on plains. This component is in the Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundle flowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

Map unit: HoD2 - Houston Black gravelly clay, 2 to 8 percent slopes, moderately eroded

The Houston Black, eroded component makes up 95 percent of the map unit. Slopes are 2 to 8 percent. This component is on linear gilgai on ridges on plains. This component is in the Blackland Pe 44-64 ecological site. This series consists of clay soils. Climax vegetation is little bluestem, big bluestem, indiagrass, and switchgrass; with Maximilian sunflower, Engelmann daisy, button snakeroot, bundleflowers, prairie clover, prairie parsley, Indian plantain, and gayfeather.

Map unit: Tw - Tinn clay, 0 to 1 percent slopes, frequently flooded

The Tinn component makes up 95 percent of the map unit. Slopes are 0 to 1 percent. This component is on circular gilgai on flood plains on plains. The component is in the Clayey Bottomland Pe 44-64 ecological site. Climax vegetation supports oak, elm, hackberry, and ash with understory of grape, greenbrier, honeysuckle, and hawthorn. Virginia wildrye, switchgrass, eastern gamagrass, and beaked panicum occur with blood ragweed, ironweed, white crownbeard, and spiny aster.

Past History of Land Use and Wildlife

The Lagos property has historically been used for agriculture and is valued under 1-d-1 open space valuation. The abundance of wildlife currently on the property provides both passive and aesthetic enjoyment for the landowner's family and friends.

Landowners' Goals

The landowner intends to manage this land to the benefit of native wildlife and sustaining habitat including restoration to healthy community associations of Blackland Prairie woody and grassland species. It is their intention to restore and manage this land for increased biodiversity for the passive and aesthetic enjoyment afforded by the property. This healthy habitat will be managed primarily for the benefit of songbirds, white-tailed deer, Mourning Dove and ground-nesting birds such as Wild Turkey. While the target species of this plan are restricted to the above species, activities performed will benefit a wide variety of wildlife in addition to improving overall land health and ecological function. Because different portions of the property are suitable for different types of wildlife, actively managing for multiple species concurrently is consistent with wildlife management principles and will maximize overall benefit to wildlife.

Wildlife Management Plan

Preparation and implementation of this wildlife management plan involves enumerating the target species, planned practices, and monitoring methods. This plan was prepared by Mark Gray, wildlife biologist, of Plateau Land and Wildlife Management, Inc. The site visit to gather information used for this plan was conducted on April 19, 2015.

Planned Wildlife Management Practices

Habitat Control

1. Brush Management. (2015-2019) Overgrowth of mesquite will be controlled to reduce density/prevent invasion and improve habitat for wildlife. Mesquite is a root-sprouter and requires chemical treatment or complete bud zone removal to achieve control. Chemical treatment method is dictated by the size and structure of the trees. Mechanical control involves uprooting the plant with a power-grubber or other grubbing attachment.

Large trees with rough bark should be treated with the cut-stump method that involves cutting the plant off at ground-level and immediately spraying the stump with a 15% mix of Remedy™ in diesel or Remedy RTU. This method may be used in conjunction with hydraulic shears to remove the above-ground portion of the plant. Shears with built-in herbicide application capabilities streamline the process. This treatment can be applied at any time of the year.

Trees with few basal stems (trunks emerging from the ground) and smooth bark can be treated using the low-volume basal spray method, which eliminates the need to cut the tree down prior to treatment. This involves spraying the lower 12-18 inches of each basal stem with a 15%-25% mix of Remedy™ in diesel or Remedy RTU. This method may be applied throughout the year, but best results are achieved during the growing season.

Young, regrowth plants (particularly those <8ft tall with many basal stems) can be quickly controlled by a foliar application of ½% Remedy and ½% Reclaim in water or a ¼%-¾% mix of Sendero herbicide in water. A surfactant such as methylated seed oil (MSO) and dye should be added to the mixture. This method should only be applied in the late spring/early summer once the leaves turn dark green and no new, light-green leaves are present on the plant.

All of these methods are detailed in the Brush Busters program for mesquite control (<http://texnat.tamu.edu/about/brush-busters/>). Brush management will annually affect a minimum of 10 acres. Receipts for chemicals, and a map indicating areas controlled each year will be available on request.

In addition, in order to provide cover and shelter for songbirds and other wildlife, young hardwoods will be planted and/or protected from deer browsing. Protecting young saplings with either fencing or slash material will allow these trees to grow and contribute to the tree layer. Excessive browsing by deer on important hardwoods is having a detrimental impact on woody plant diversity, including the Lagos property. Trees to protect include Spanish oak, Eve's necklace, hackberry, and escarpment black cherry. Maps of locations of plantings and protected areas along with photographs of protected plants will be available on request.

Erosion Control

1. Pond Construction and Major Repair. (2015-2024) A series of small and larger ponds will be constructed for the purpose of controlling and preventing erosion while providing habitat diversity and wildlife benefits. These ponds will be supplemented year round by well water pumped directly on-site. Creation of shallow water areas as primary production wetlands will be undertaken where feasible. This activity will count for 10 years of credit upon completion as long as annual maintenance is performed. The pond construction areas is indicated on the attached map. Photos and associated records will be available on request.

Predator Control

1. Imported Red Fire Ant (IRFA) Control. (2015-2019) The landowner is aware of the potential negative effect of Imported Red Fire Ants on wildlife populations due to food decrease and direct predation of bird nestlings and other wildlife. Imported Red Fire Ants will be monitored annually (fall or spring), and appropriate control measures will be taken in infested areas with non-toxic products (i.e. growth inhibiting, metabolic modifying, or hormone interrupting baits) as much as possible. Extinguish Plus is an effective and cost-efficient fire ant control bait for use on areas not intended for grazing beef cattle or other livestock used for feed. If treated areas are to be grazed by livestock to be used for human consumption, then regular Extinguish or a similarly approved product for grazing should be used. The bait should be applied at the rate of 2-5 tbsp/mound or according to label directions. Spring and fall mound applications produce the greatest effect. A minimum of 25 acres will be monitored and treated as needed annually. The treatment area is represented on the attached map. Records of areas treated and receipts for fire ant bait will be available upon request.

Supplemental Water

1. Marsh / Wetland Restoration or Development. (2015-2024) Supplemental water will be provided in the form of shallow wetlands for songbirds, turkey, dove, deer, amphibians, and migratory waterfowl. This newly developed small seasonal wetland will not only provide supplemental water but will also help control erosion of the down slope area. The shallow areas will capture or slow a significant volume of water that washes down the uplands in large rainfall events. Efforts should be made to create a diversity of aquatic habitats (ex: deep pools, shallow mud flats, etc.) and to maximize the amount of edge by creating irregularly-shaped wetland sides. This activity will count for 10 years of credit upon completion. Maps and photos will be available on request.
2. Well/Trough/Windmill Overflow/Other Wildlife Watering Devices. (2015-2024) Supplemental water will be provided for songbirds, Wild Turkey, dove, and white-tailed deer through 3-4 wildlife water sources. The watering facilities will be enhanced for wildlife use by installing rock ramps or perch wire from the ground, over the trough lip, and to the bottom of the trough. The modifications will provide better access for small mammals, reptiles, and songbirds and a way to avoid drowning if water levels drop. Rainwater catchment will provide the water source for these devices designed specifically for wildlife. Water catchment supplied water sources may need to be supplemented during especially dry periods. Ideal distribution for most wildlife is ¼-½ mile between sources. This activity will count for 10 years of credit upon completion as long as annual maintenance is performed. Maps of the water source locations will be available on request.

Providing Supplemental Supplies of Food

1. Feeders and Mineral Supplementation. (2015-2019) The optimum feeding regime for songbirds, dove, and turkey during the breeding season would include at least three platform-style birdseed feeders. The birdseed feeders should be filled with a mixture of 75% scratch grains and 25% black-oil sunflower seeds. The feeders should be filled regularly, kept clean, and may be relocated as needed. During the winter, the birdseed feeders should contain at least 25% sunflowers due to the increased need for fat reserves. Receipts for birdfeed should be kept and available upon request, along with a photo of each feeder.

Providing Shelters

1. Nest Boxes, Bat Boxes. (2015-2019) The landowner will place nest boxes in appropriate habitat throughout the property. After these boxes have been placed, the nest box program will consist of annual monitoring, repair, upkeep, and replacement. Approximately 40 boxes will be erected.

Titmouse boxes (20 boxes recommended) should be placed on woodland edges, oak parklands, or anywhere grassy areas and trees meet. Wren boxes (20 boxes recommended) should be located in wooded shrubby habitats.

All boxes located in open or semi-open habitats should face the northeast to minimize the amount of heat entering the box. The nest boxes will be monitored annually for predators, occupancy and successful breeding. All songbird boxes should be cleaned in later winter before the breeding season begins. Copies of monitoring information and a map of nest box locations will be provided upon request.

2. Brush Piles and Slash Retention. (2015-2019) This practice involves placement and retention of brush piles to provide additional wildlife cover and protection for saplings of desirable plant species. Teepees of limbs or posts will provide cover for small mammals and ground nesting birds. In addition to providing wildlife habitat, brush piles placed at the base of desirable shrubs/trees such as white shin oak, Spanish oak, and cedar elm will promote their regeneration. Brush piles should be mound- or tepee-shaped and located in areas without significant amounts of cover-providing shrubs. Ideally, they should be 6-8 feet high and 10-15 feet in diameter. The largest material should form the base and layers of smaller limbs and branches should be added as filler. Care should be taken to create an open cavity at the base of the pile to promote animal use. A minimum of 10 properly constructed brush piles will be created each year the practice is performed. Existing brush piles may be reshaped and maintained annually, as an alternative to new construction. Maps indicating location of shelters and representative photos will be available on request.

Making Census Counts to Determine Population

1. Songbird Transects and Counts. (2015-2019) An annual breeding and wintering songbird survey as per accepted protocol will be conducted on the property. These surveys will provide information helpful in monitoring trends in the health and sustainability of songbird populations. Copies of survey design and data will be available on request.

March 8, 2016

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

Re: Master Plan Second Review for
Lagos PUD
City of Manor, Texas

Dear Mr. Bolt:

The third submittal of the Master Plan for Lagos PUD prepared by Kimley-Horn and Associates and delivered to our office electronically on March 2, 2016, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. Based upon our review, we can offer the following **new comments along with previous comments that have not been cleared**:

1. Hike and Bike Trails should be shown on the Preliminary Site Plan Exhibit, along the connection to 973 and along Blake Manor Road.
2. Cross-sections for proposed roadways should be shown as well as cross-sections for the proposed hike and bike trails.
3. Permitted uses in commercial sectors should be added to the PUD plan.
4. A note should be added to the Preliminary Site Plan stating that Duplexes **SHALL NOT BE** allowed in any portion of the Lagos PUD.
5. Village Clusters should be classified as R-3 not commercial. Village Clusters should be better defined.
6. More detail should be shown as to what is proposed for the open space/parkland/wildlife management preserve area. Proposed ponds should be shown on the plans.
7. The wildlife management function of the open space should be defined and information about who will manage it should be shown.
8. The future ROW reserve shown on Lot A-10 looks as if it is located at the edge of pavement. A shoulder that is at least 10' wide needs to be added and the future ROW should be adjusted accordingly.
9. The proposed alignment of the future Wildhorse Connector/Future FM 973 is not consistent with Manor's Master Roadway Plan.

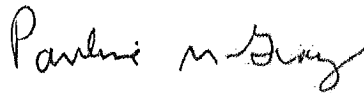
10. A note should be added to the plan that states the development will be in accordance with the environmental assessment for the site.

11. Better defined constraints on uses, such as minimum commercial square footage, etc., should be added to the plan.

Please provide a written response narrative that identifies how each of the comments was addressed. Additional comments may be rendered based upon reviews of updated submittal information.

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

Sincerely,



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

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

Kimley»Horn

April 7, 2016
Jay Engineering Company, Inc.
Attention: Pauline M. Gray, P.E.
P.O.Box 1220
Leander, Texas 78646

RE: Master Plan Second Review for Lagos PUD City of Manor, Texas

To Whom It May Concern:

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided by Pauline M. Gray, P.E., letter dated on March 8, 2016. The original comments have also been included below for reference.

1. Hike and Bike Trails should be shown on the Preliminary Site Plan Exhibit, along the connection to 973 and along Blake Manor Road.

Response: The hike and bike trails (identified as shared use path on the plan to be consistent with Travis County's plans) are now shown on the Preliminary Site Plan exhibit along FM 973 and along Blake Manor Road. See note 20 for further description on responsibility of construction.

2. Cross-sections for proposed roadways should be shown as well as cross-sections for the proposed hike and bike trails.

Response: The Cross-sections for proposed roadways and the proposed hike and bike trails (shared use path) have been added to the plans.

3. Permitted uses in commercial sectors should be added to the PUD plan.

Response: Permitted uses have been added to the plan taken almost verbatim from the City of Manor Zoning Ordinance for C1 and C2 Zoning.

4. A note should be added to the Preliminary Site Plan stating that Duplexes SHALL NOT BE allowed in any portion of the Lagos PUD.

Response: Note #18 has been added to the plan stating no duplexes are allowed in this PUD.

5. Village Clusters should be classified as R-3 not commercial. Village Clusters should be better defined.

Response: Village Clusters have been classified as R-3. See attached exhibit identifying a potential layout.

6. More detail should be shown as to what is proposed for the open space/parkland/wildlife management preserve area. Proposed ponds should be shown on the plans.

Response: The proposed grading of the pond is now shown on the plans. See Note #22 regarding the required amenities to the pond area.

7. The wildlife management function of the open space should be defined and information about who will manage it should be shown.

Response: Note #21 has been added to the plan in response to this comment.

8. The future ROW reserve shown on Lot A-10 looks as if it is located at the edge of pavement. A shoulder that is at least 10' wide needs to be added and the future ROW should be adjusted accordingly.

Response: The future ROW reserve has been expanded by 10' as requested and has been dimensioned accordingly.

9. The proposed alignment of the future Wildhorse Connector/Future FM 973 is not consistent with Manor's Master Roadway Plan.

Response: Per discussions with Tom Bolt and the attached letter, we understand that we have City support of the alignment. In addition, please find the potential connection to the Future TxDOT preferred alignment. We have reviewed TxDOT's requirements to determine the connections. Please note that the roadway section as shown for Wildhorse Connector/Future FM 973 is schematic and for illustrative purposes only.

10. A note should be added to the plan that states the development will be in accordance with the environmental assessment for the site.

Response: Note #19 has been added to the plan indicating the site will be in accordance with the environmental assessment for the site.

11. Better defined constraints on uses, such as minimum commercial square footage, etc., should be added to the plan.

Response: PUD Data Table 6 has been updated to show the requested constraints.

Please contact me at 512-418-1771 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "R. J. Smith", with a long horizontal flourish extending to the right.

Robert J. Smith, P.E.
Associate

April 11, 2016

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

Re: Lagos PUD Preliminary Master Plan

Dear Mr. Bolt:

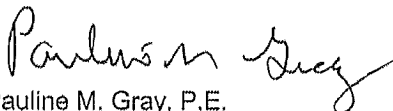
The submittal for Lagos PUD Preliminary Site Plan, as submitted by Kimley-Horn & Associates, Inc. on April 7, 2016, has been reviewed by our office. The review response letter states that the proposed connections are schematic and shown for illustrative purposes only. There are concerns regarding the proposed potential connections to the Future TxDOT preferred alignment of the future Wildhorse Connector/Future FM 973 that should be addressed.

1. The proposed intersections appear to be at non-right angles. Subdivision Ordinance 263B Section 42(b)(6) requires that street intersection be as nearly as right angles as practicable.
2. There are no curb radii labeled for the proposed intersections. It cannot be determined if the proposed radii meet minimum design requirements set forth in the Austin Transportation Criteria Manual Section 1.3.1(D)(3) which defines the minimum curb radii allowed at intersections.
3. The proposed connection near Phases III and V appears to be right lane in and out only. Section 49(e)(iii)(F) of Zoning Ordinance 185 requires the sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings. The proposed connection needs to be checked for compatibility with plans for future TxDOT facilities for the area. Section 42(b)(2) of Subdivision Ordinance 263B states that adequate streets shall be provided and the arrangement, character, extent, width, grade, and location of each shall conform to the comprehensive plan of the City and professional urban planning and shall be considered in their relation to existing and planned streets, to topographical conditions, and to public safety and convenience. Right lane in and right lane out may not be appropriate for this area. The Traffic Impact Analysis should be. Further review and coordination with TxDOT is warranted.

The proposed Lagos PUD Preliminary Master Plan should be discussed by the Planning and Zoning Commission at their next meeting on April 13, 2016, but it is our recommendation that the Commission **not approve** the plan at this time. Further information should be provided in regards to the proposed connections to the Future TxDOT alignment of the Wildhorse Connector/Future FM 973.

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

Sincerely,



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

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



AGENDA ITEM NO. ³_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 4, 2016

PREPARED BY: Lydia M. Collins

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action to set two (2) public hearing dates for the water and wastewater rate for the City of Manor residential and commercial customers.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve public hearings on June 1, 2016 and June 15, 2015 to be conducted at 7:00 p.m., at 105 E Eggleston St Manor, TX 78653.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 4, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on license agreement between the City of Manor and Stonewater HOA for installation and maintenance of sod and irrigation in the City right-of-way.

BACKGROUND/SUMMARY:

The developer is seeking to put sod and an irrigation system in land that will be dedicated to the City after acceptance and this agreement assigns liability and maintenance of those improvements to the Stonewater HOA as they'll also be maintaining all the other landscaping the the dedicated landscape/amenity lots throughout the subdivision.

PRESENTATION: ☐ YES ☒ NO

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

License agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the license agreement between the City of Manor and Stonewater HOA for installation and maintenance of sod and irrigation in the City right-of-way.

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

CITY OF MANOR LICENSE AGREEMENT

The City of Manor, Texas a municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City" or "Licensor"), and the SW Homeowners Association, Inc. ("Licensee") enter into this License Agreement ("Agreement") on this the 18th day of April, 2016, upon the terms and conditions set forth below.

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

Installation and maintenance of sod and irrigation located at the Stonewater Subdivision, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

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

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

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

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

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

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

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

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

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

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

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

VI. CONDITIONS.

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

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

C. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its

expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

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

Licensee Address

9601 Amberglen Boulevard, Suite 150
Austin, Texas 78729
Attention: Amber Reyes
RealManage

Licensor Address

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

with a copy to:

Thomas Anker, President
10700 Pecan Park Blvd. 4th Floor
Austin, Texas 78750

McKamie Krueger & Knight
223 West Anderson Lane, Ste. A-105
Austin, Texas 78752

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

VIII TERMINATION.

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

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

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

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

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

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

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

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

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

ACCEPTED, this the 20th day of April, 2016.

LICENSEE:
SW HOMEOWNERS ASSOCIATION, INC.

LICENSOR:
CITY OF MANOR, TEXAS

By: Thomas Anker
Name: Tom Anker
Title: HOA President

By: _____
Name: Thomas Bolt
Title: City Manager

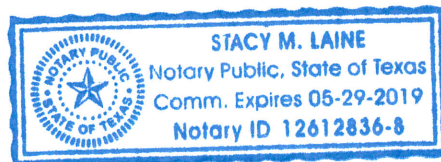
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2016, by Steve Shanks, City Manager, Manor, Texas, on behalf of the City.

Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF ~~TRAVIS~~ §
Williamson

This instrument was acknowledged before me on this the 20 day of April, 2016, by Tom Anker, HOA President.



Stacy M. Laine
Notary Public, State of Texas

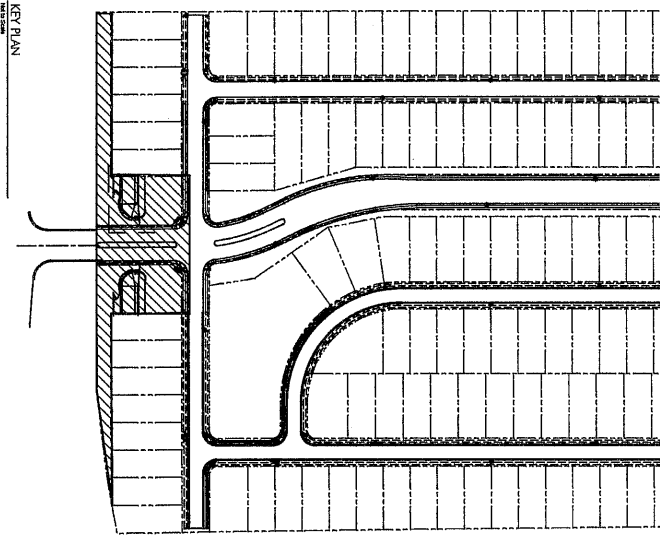
Stonewater

Phase 2 Entry

Austin, TX

SHEET INDEX

- L0: Cover
- L1: Layout
- L2: Hardscape Details
- L3: Planting Plan
- L4: Planting Notes & Details
- I1: Landscape Irrigation Plan
- I2: Landscape Irrigation Details



KEY PLAN
1" = 20'

Kath Carter Landscape Architect
Landscape Architecture - Site Planning - Sustainable Design
2018
12/1/15
P: 512.727.0000
F: 512.727.0000
www.kathcarter.com



ISSUED:

Stonewater
Phase 2 Entry

Austin, TX

Cover

PROJECT NO.

FILE:

DRAWN BY: KCA/CE

REVIEWED BY: KCA/CE

DATE: 12/1/15

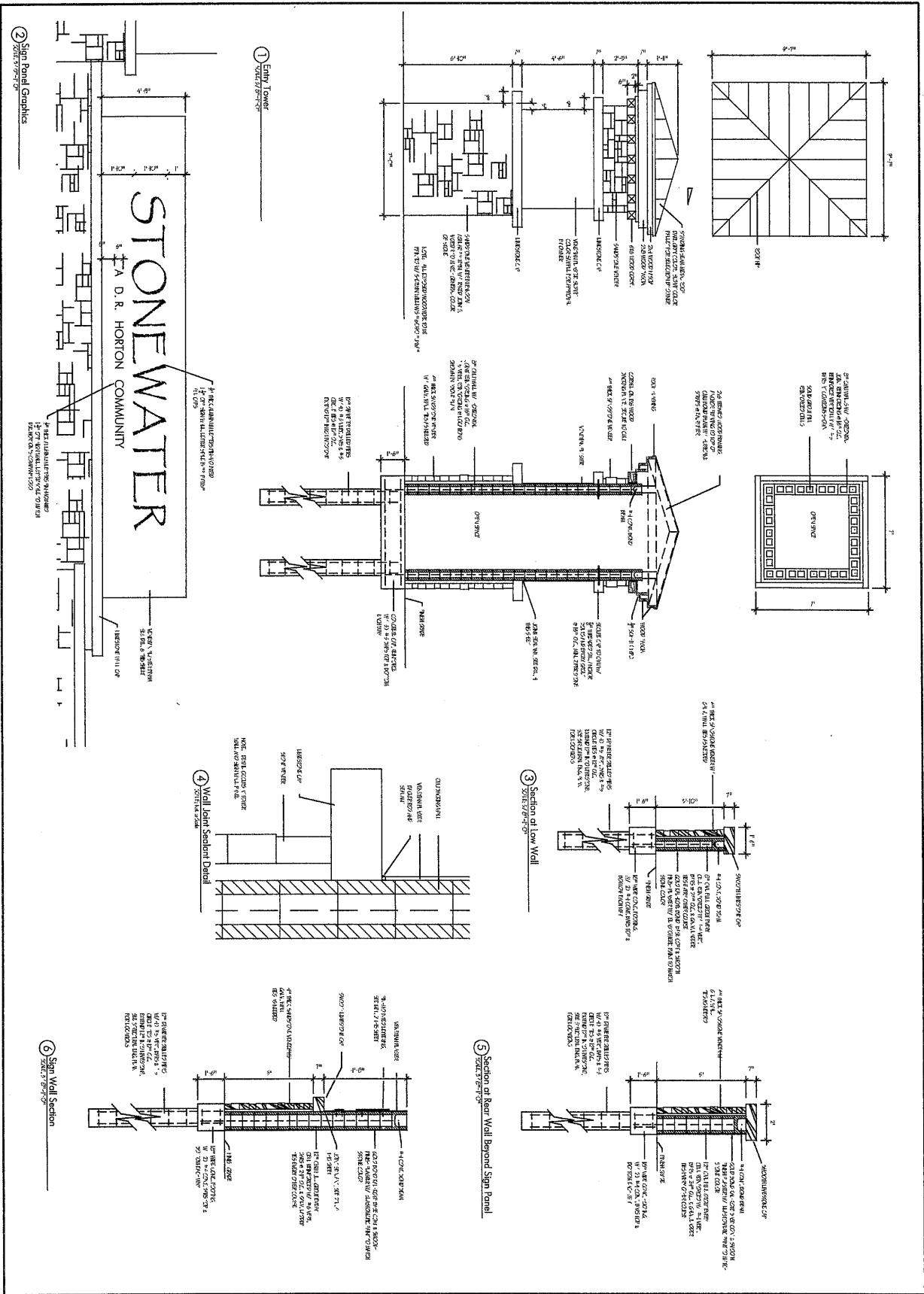
REVISIONS:

1. 2/28/16-See Sheet L1

SHEET NO.:

L0

Exhibit "A"




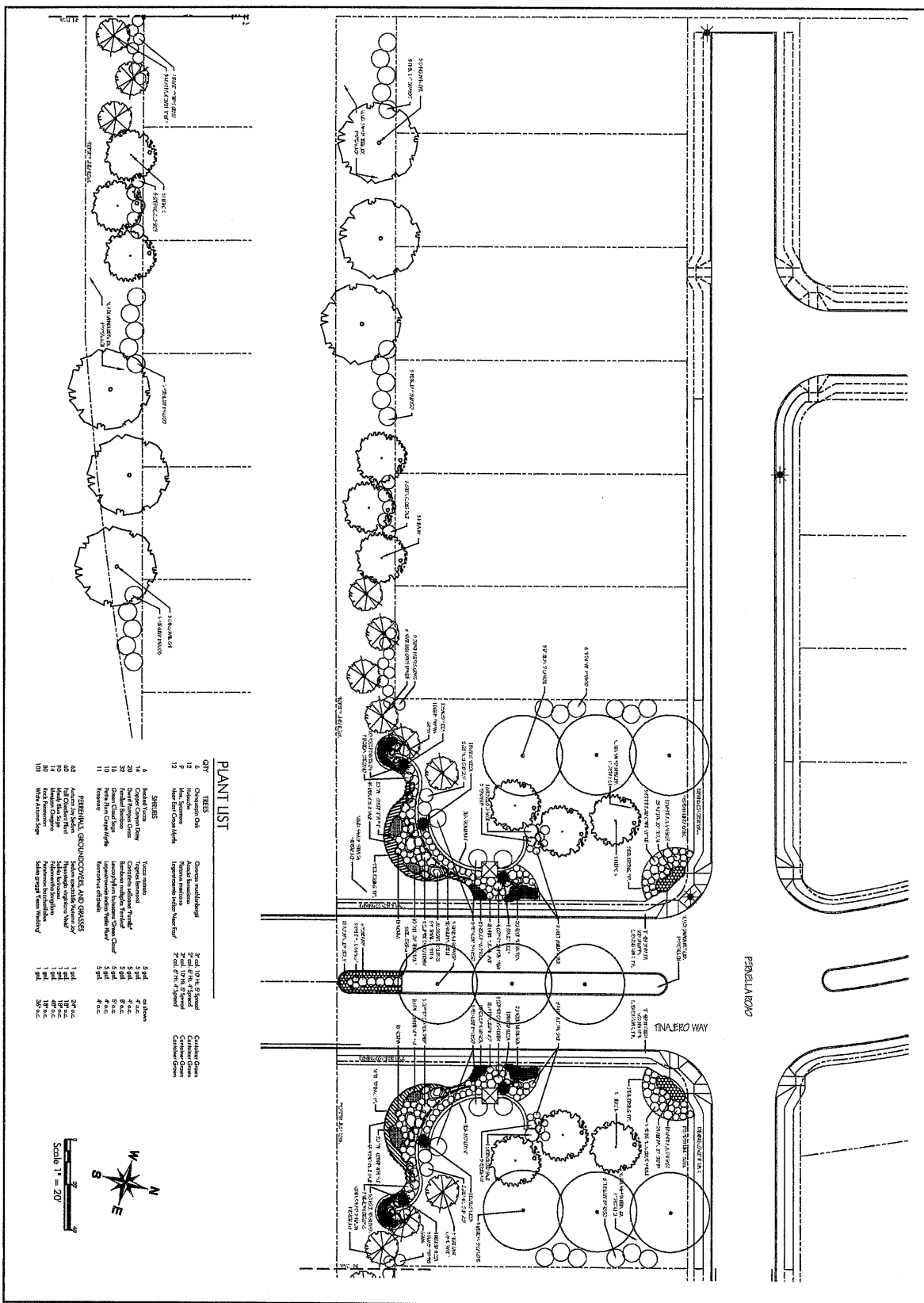
<div>Keith Cappel Landscape Architects 14000 West Loop South, Suite 100 Houston, Texas 77040 Phone: 713.865.1234 Email: krc@kclandscape.com</div> <div></div> <div>ISSUED: _____ BY: _____ _____ _____ _____</div>	<div>PROJECT NO. _____</div> <div>FILE _____</div> <div>DRAWN BY: KRC</div> <div>REVIEWED BY: KRC</div> <div>DATE: 12/1/15</div> <div>REVISIONS: _____</div>
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Exhibit "A"

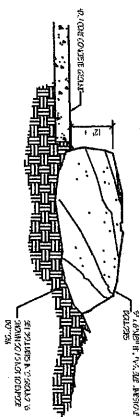
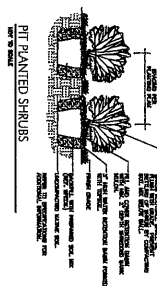
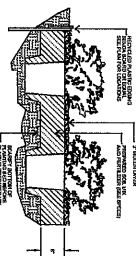
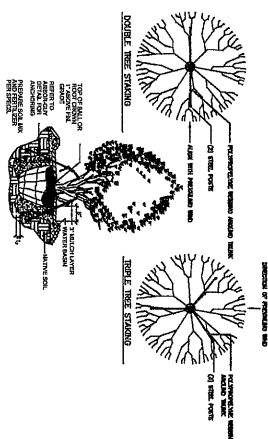
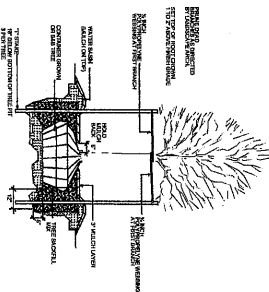


General Notes

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Landscape Notes

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BOULDER SETTING DETAIL
SCALE: 3/4" = 1'-0"

Kath Cavet Landscape Architects
1215-B Goodrich Avenue
Austin, TX 78704
Tel. 512/791-2640
k@cavet.com



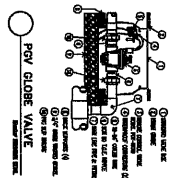
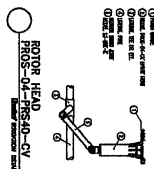
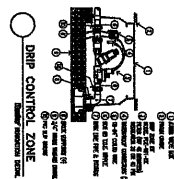
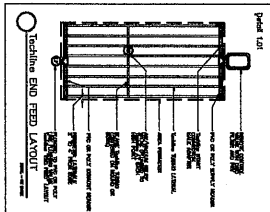
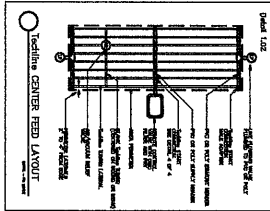
Stonewater
Phase 2 Entry

Austin, TX

Landscape details

4

DOSELINE AND FITTINGS SHALL BE MANUFACTURED BY HUNTER DOSELINE SHALL BE HUNTER PDL-0-12 DEPOSITS EVERY 12 @ 1/4" BEFORE TO BE INSTALLED AFTER PLATING, SHOULD BE STAKED TO THE GROUND EVERY 3 TO 4 FEET AND TWICE AT EACH FITTING. USE NETWORK FITTINGS TO CONNECT DOSELINE CV TO PVC. INSTALL AS PER MANUFACTURERS SPECIFICATIONS AND TRY TO USE CENTER FEED SET-UP WHEN APPLICABLE. DOSELINE TO BE INSTALLED IN 300 AGRSLS, SHOULD BE BURIED 2" DEEP.



- ☑ HUNTER PRO-44-PPSSO-CV WITH PRO SPRAY NOZZLES
- ☑ HUNTER PRO-44-CV WITH UP ROTATOR NOZZLES
- ☑ HUNTER PRO-44-CV WITH POK 1 GPM BUBBLER
- ☑ HUNTER PCH-01G 1 1/2" L5 VALVE WITH FLOW CONTROL
- ☑ HUNTER PCH-40 1/2" L5 VALVE FOR DRIP ZONES
- ☑ HUNTER I-CORE 24 STATION CONTROLLER
- ☑ FEEDO 650 - 1 1/2" DC WITH Y STRAINER, CHECK WITH LOCAL CODES
- ☑ M.V. = MASTER VALVE I.V. = ISOLATION VALVE
- ☑ 1.5" MAINLINE
- ☑ HUNTER SOLAR-SYNC RAIN/FREEZE SENSOR
- ☑ DREPLINE - HUNTER PFD-10-12 10FT EMBITTERS 12" APART

1.5" WATER METER FOR IRRIGATION

CHECK WITH LOCAL LAWS, RULES, AND INSTALLATION TECHNIQUES TO ENSURE PROPER PROTECTION FROM CONTAMINATION AND FREEZING TEMPERATURES



Scale 0 to 100

IrrigationDesignService.Com

DATE
12/01/2015

Keith Cavet Landscape Architect
Landscape Architecture • Site Planning • Sustainable Design
1712 D Goodrich Avenue
Austin, TX 78704
Ph. 512.761.0610
k.cavet@earthlink.net



ISSUED:

Stonewater
Phase 2 Entry

Austin, TX

Exhibit "A"

IRRIGATION PLAN

PROJECT NO.
FILE:
DRAWN BY: JDK
REVIEWED BY:
DATE 12/1/15:

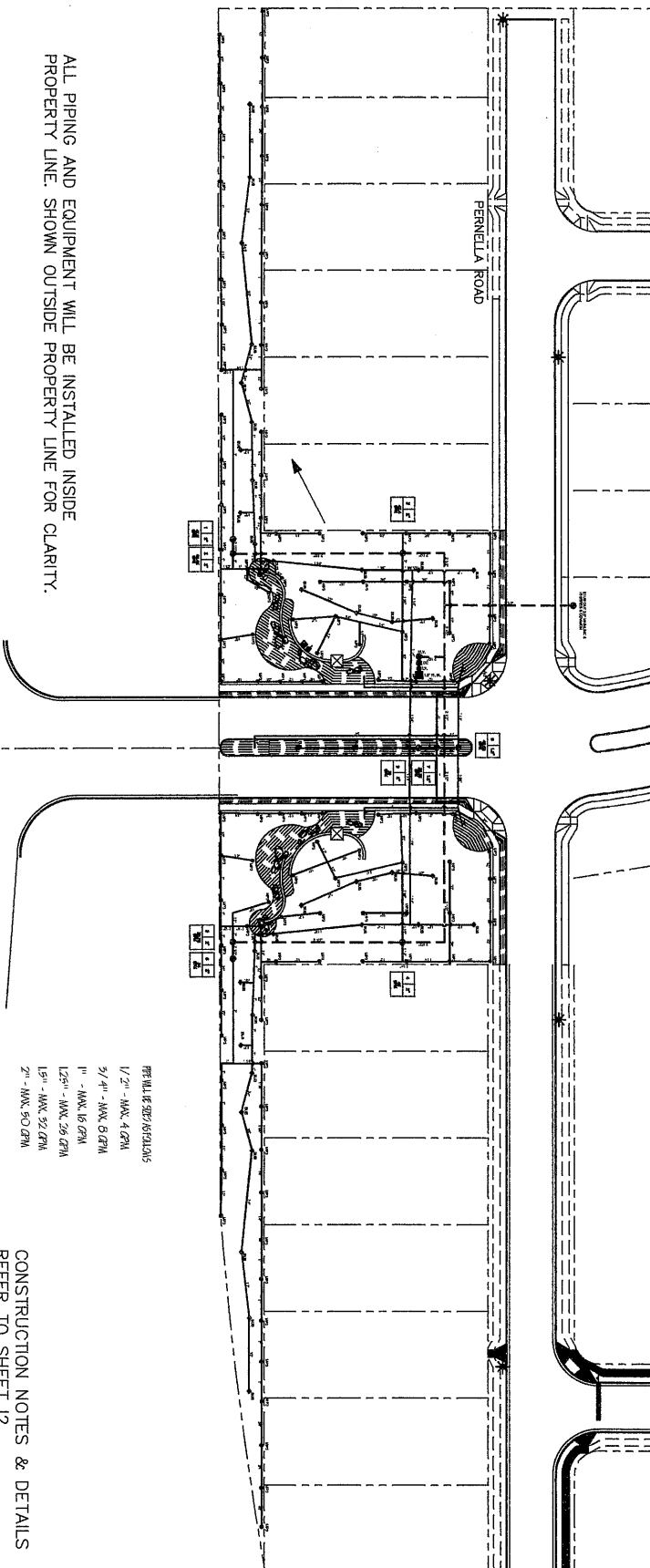
DATE 12/1/15:

REVISIONS:

SHEET NO.:

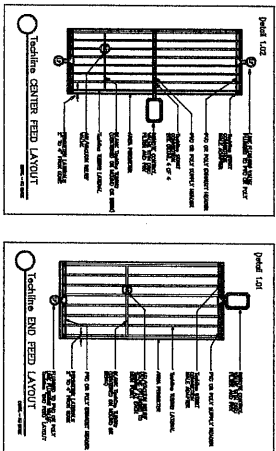
CONSTRUCTION NOTES & DETAILS
REFER TO SHEET 12

ALL PIPING AND EQUIPMENT WILL BE INSTALLED INSIDE PROPERTY LINE. SHOWN OUTSIDE PROPERTY LINE FOR CLARITY.



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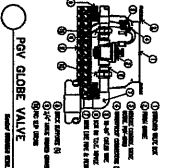
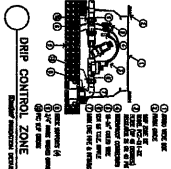
PIPE LINE, 25' X 20' 6" (15' 0" X 10' 0")
ELECTRIC CABLES, 10' X 10' 0" X 10' 0"
TELEPHONE CABLES, 10' X 10' 0" X 10' 0"

[illegible]


M

1.5" WATER METER FOR IRRIGATION

HUNTER PRO-64-PRESS-CO WITH PM SPEAK NOZZLES
HUNTER PRO-64-PC-CO WITH AIR ROTATOR NOZZLES
HUNTER PROS-64-CC-WITH PGM T. GPM BUBBLER
HUNTER PROX-101G 1.5" VALVE WITH FLOW CONTROL
HUNTER PCZ-40 1.5" VALVE FOR DRP ZONES
HUNTER 1-CORE 24 STATION CONTROLLER
FEBB ISO - 1.5" DC WITH A STRAINER, CHECK WITH LOCAL CODES
M.V. = MASTER VALVE 1" = ISOLATION VALVE
1.5" MANLINE
HUNTER SOLAR-SYNC RAIN/FREEZE SENSOR
DAPLINE - HUNTER PLD-10-12 10PH EXITTERS 12' APART



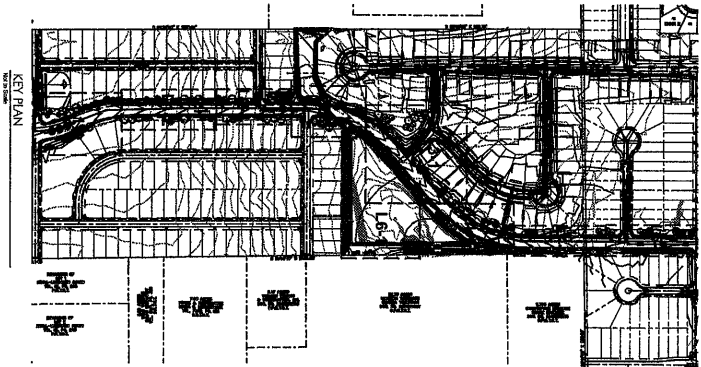
CONSTRUCTION NOTES & DETAILS

Keith Connel Landscape Architects 14000 Katy Freeway, Suite 100, Houston, Texas 77050 Phone: 713/242-0000 Fax: 713/242-0000		PROJECT NO. FILE DRAWN BY: JJK REVIEWED BY: DATE 12/1/15	IRRIGATION DETAILS	STONEMASTER PHASE 2 ENTRY AUSTIN, TX	PROJECT NO. FILE DRAWN BY: JJK REVIEWED BY: DATE 12/1/15	SHEET NO.: 12
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Stonewater

Phase 2 Streetscape

Austin, TX



SHEET INDEX

- L0: Cover
- L1: Landscape Plan
- L2: Landscape Plan
- L3: Landscape Plan
- L4: Landscape Plan
- L5: Landscape Plan
- L6: Pond Landscape Plan
- L7: Landscape Details
- L11: Irrigation Plan
- L12: Irrigation Plan
- L13: Irrigation Plan
- L14: Irrigation Plan

Kathie Cavell Landscape Architects
Landscape Architecture - Site Planning - Streetscape Design
11000 Capital Square
Austin, Texas 78758
P: 787.421.0000
F: 787.421.0000
www.kathiecavell.com



ISSUED:

Stonewater
Phase 2 Streetscape

Austin, TX

Cover

PROJECT NO.

FILE

DRAWN BY: MCKS

REVIEWED BY: MCKS

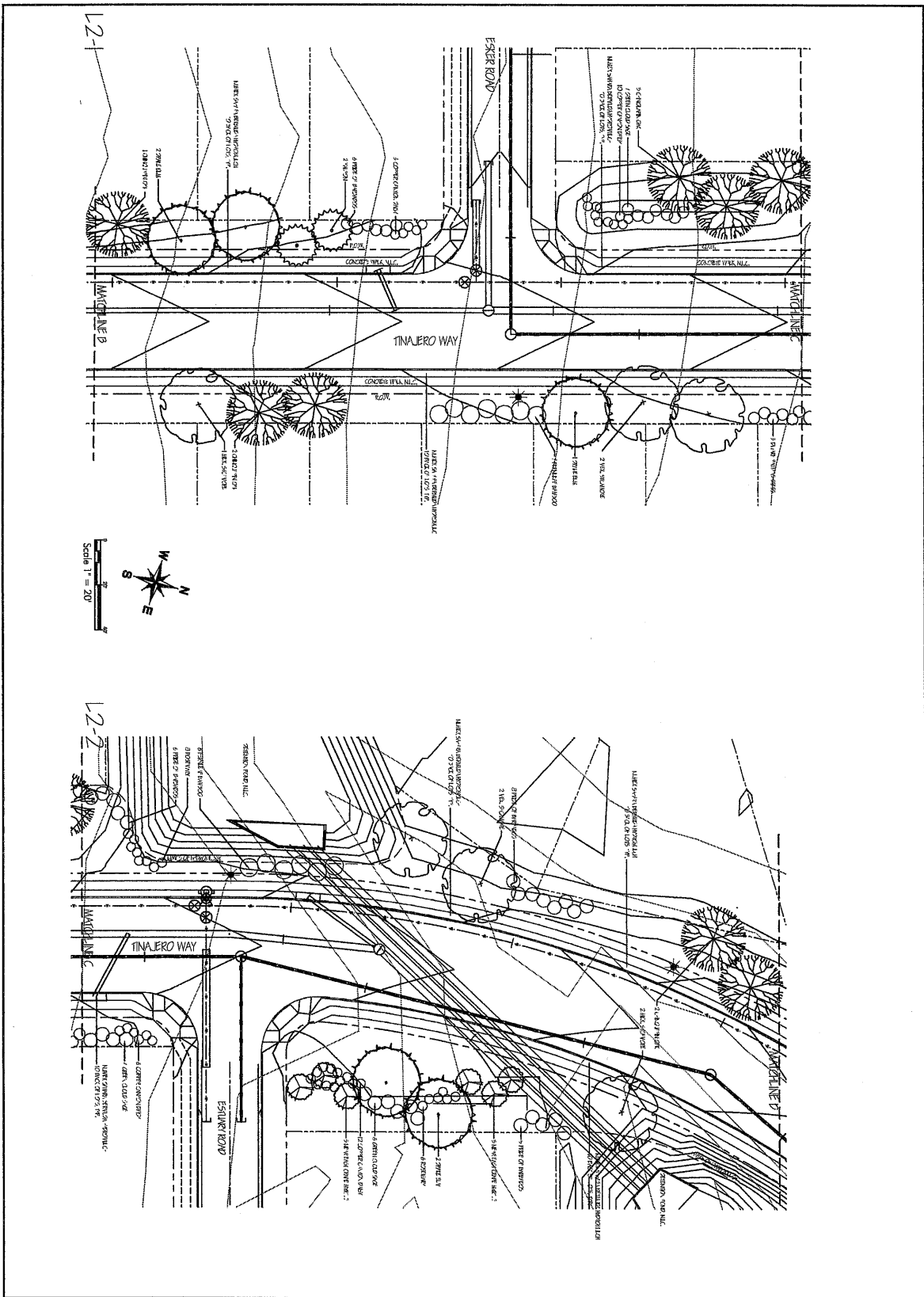
DATE: 2/3/16

REVISIONS

SHEET NO.

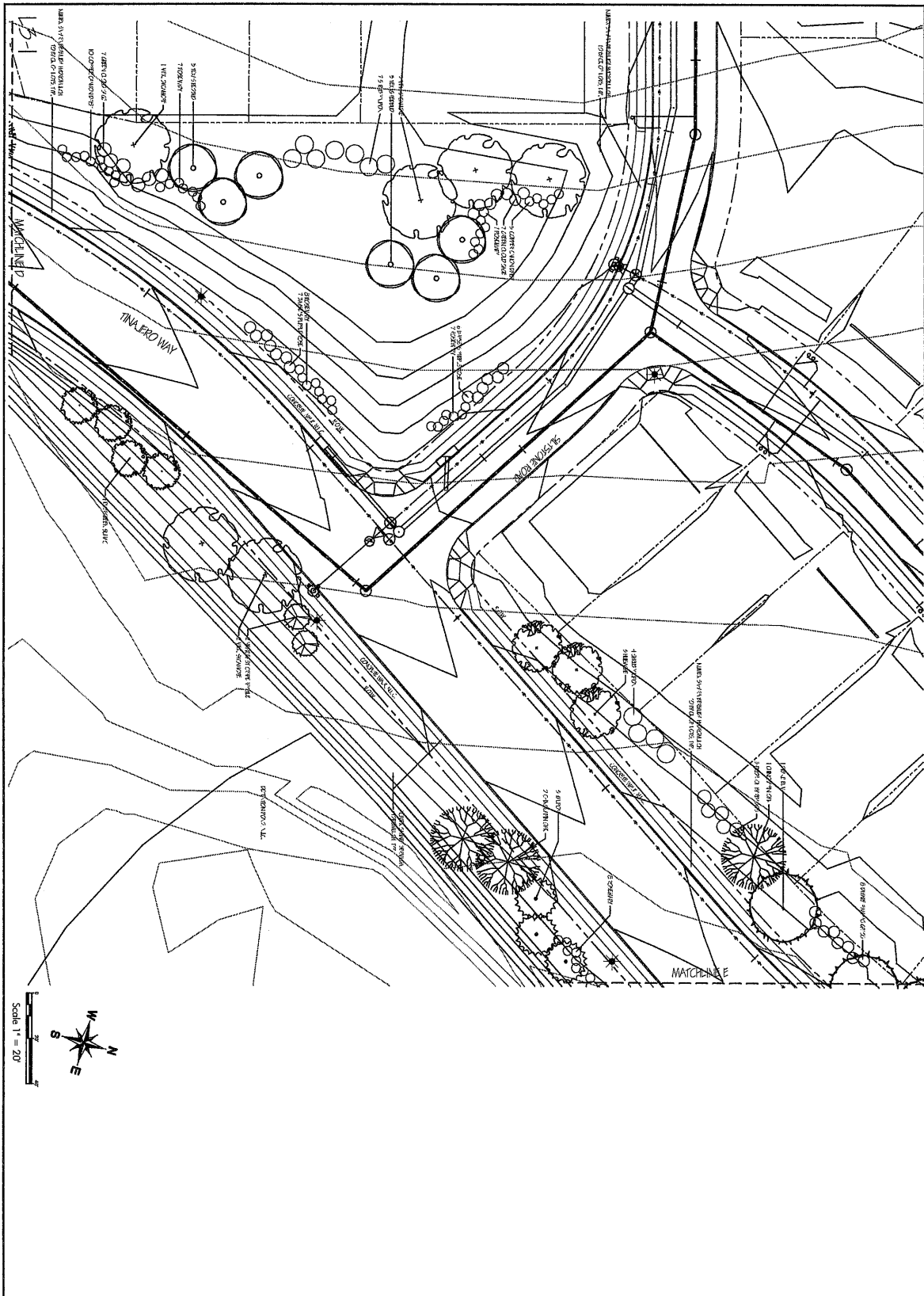
L0

Exhibit "A"



<p>Kath Casey Landscape Architects 1710 E. 5th Street, Suite 200 Austin, TX 78702 Tel: 512.477.1400 Fax: 512.477.1401 Email: kcasey@kcasey.com</p>		<p>PROJECT NO. FILE DRAWN BY: KCS REVIEWED BY: KCS DATE: 2/3/16</p>		<p>STONESTATER PHASE 2 STREETScape Austin, TX</p>		<p>Landscape plan</p>	
<p>SHEET NO. L2</p>		<p>REVISIONS</p>					

Exhibit 'A'




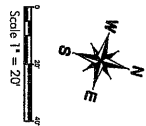
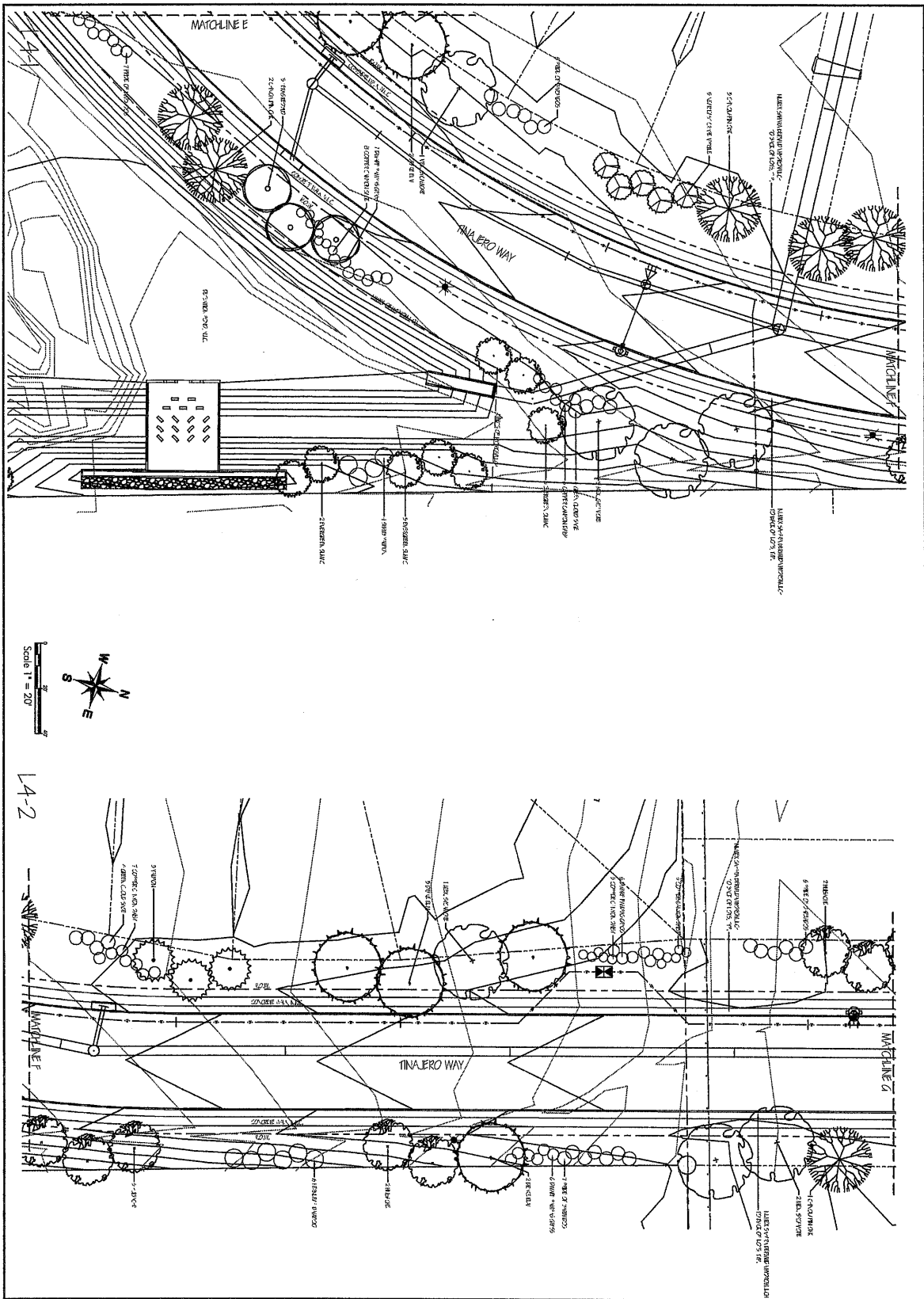
<p>  </p>		<p> Stonewater Phase 2 Streetscape Austin, TX </p>		<p>Landscape plan</p>
<p> PROJECT NO. FILE DRAWN BY: HCCB REVIEWED BY: HCCB DATE: 2/3/16 </p>		<p> REVISIONS SHEET NO.: L3 </p>		

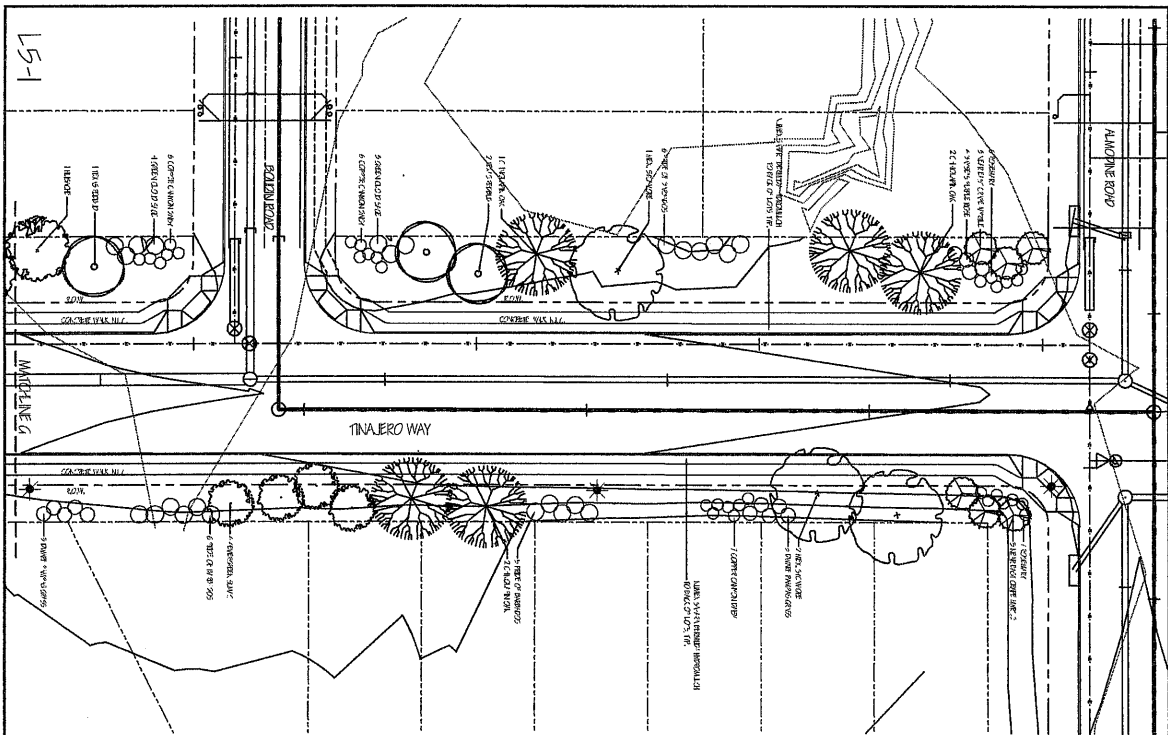
Exhibit "A"



14-2

<p>Keith Covel Landscape Architects 1700 West 10th Street Austin, Texas 78703 P: 512.476.1888 F: 512.476.1889 www.keithcovel.com</p>		<p>ISSUED:</p>	
<p>Stonewater Phase 2 Streetscape</p> <p>Austin, TX</p>		<p>Landscape plan</p>	
<p>PROJECT NO.</p>			
<p>FILE:</p>			
<p>DRAWN BY: KCA</p>			
<p>REVIEWED BY: KCA</p>			
<p>DATE: 2/2/16</p>			
<p>REVISIONS:</p>			
<p>SHEET NO.: L4</p>			

Exhibit "A"



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Keith Currell Landscape Architects
10000 West Loop West, Suite 200
Houston, Texas 77042
Tel: 281.468.1100
Fax: 281.468.1100
www.keithcurrell.com

SEAL OF THE CITY OF AUSTIN
OFFICE OF THE CITY CLERK
AUSTIN, TEXAS

ISSUED:

PROJECT NO. _____

FILE _____

DRAWN BY: MCR
REVIEWED BY: MCR
DATE: 2/3/16

REVISIONS:

SHEET NO.: _____

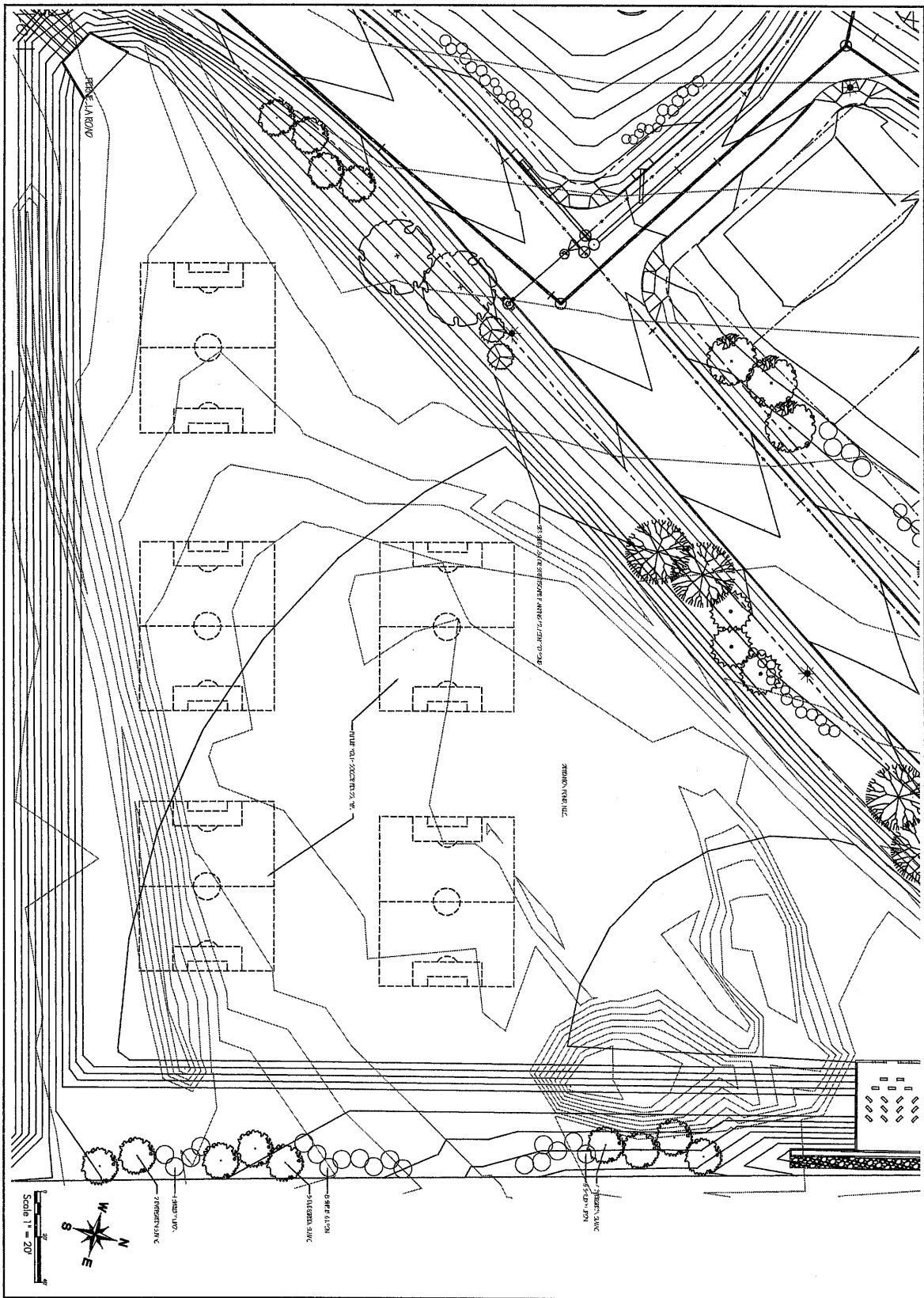
L5

Landscape plan

Stonewater
Phase 2 Streetscape

Austin, TX

Exhibit "A"




Keith Covel Landscapes, Architects 11111 G. Road Austin, Texas 78758 Phone: 512.452.1500		<p>PROJECT NO.</p> <p>FILE</p> <p>DRAWN BY: KCH</p> <p>REVIEWED BY: KCH</p> <p>DATE: 2/2/16</p> <p>REVISIONS</p>	<p>Pond Landscape plan</p> <p>Stonewater Phase 2 Streetscape</p> <p>Austin, TX</p> <p>SHEET NO.</p> <p>L6</p>
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Exhibit "A"



ISSUED:

Stonewater Phase 2 Streetscape Austin, TX

Landscape details

PROJECT NO.
 FILE:
 DRAWN BY: EAC
 REVIEWED BY: EAC
 DATE: 2/3/16

REVISIONS:

SHEET NO.:

L7

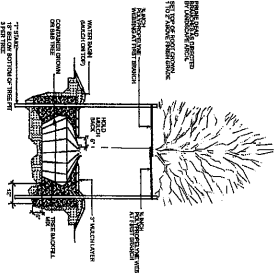
General Notes

1. SEE GENERAL NOTES FOR ALL PLANTING DETAILS.
2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF AUSTIN'S PLANTING SPECIFICATIONS.
3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF AUSTIN'S PLANTING SPECIFICATIONS.
4. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF AUSTIN'S PLANTING SPECIFICATIONS.
5. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF AUSTIN'S PLANTING SPECIFICATIONS.

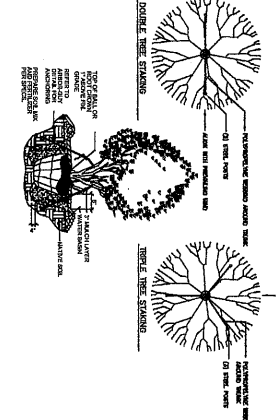
Landscape Notes

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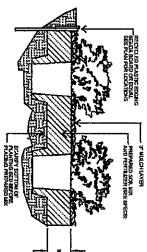
CANOPY TREE PLANTING



MULTI-TRUNK PLANTING



PREPARED BED PLANTING



PI PLANTED SHRUBS



Exhibit "A"



Scale: 1" = 20.0'

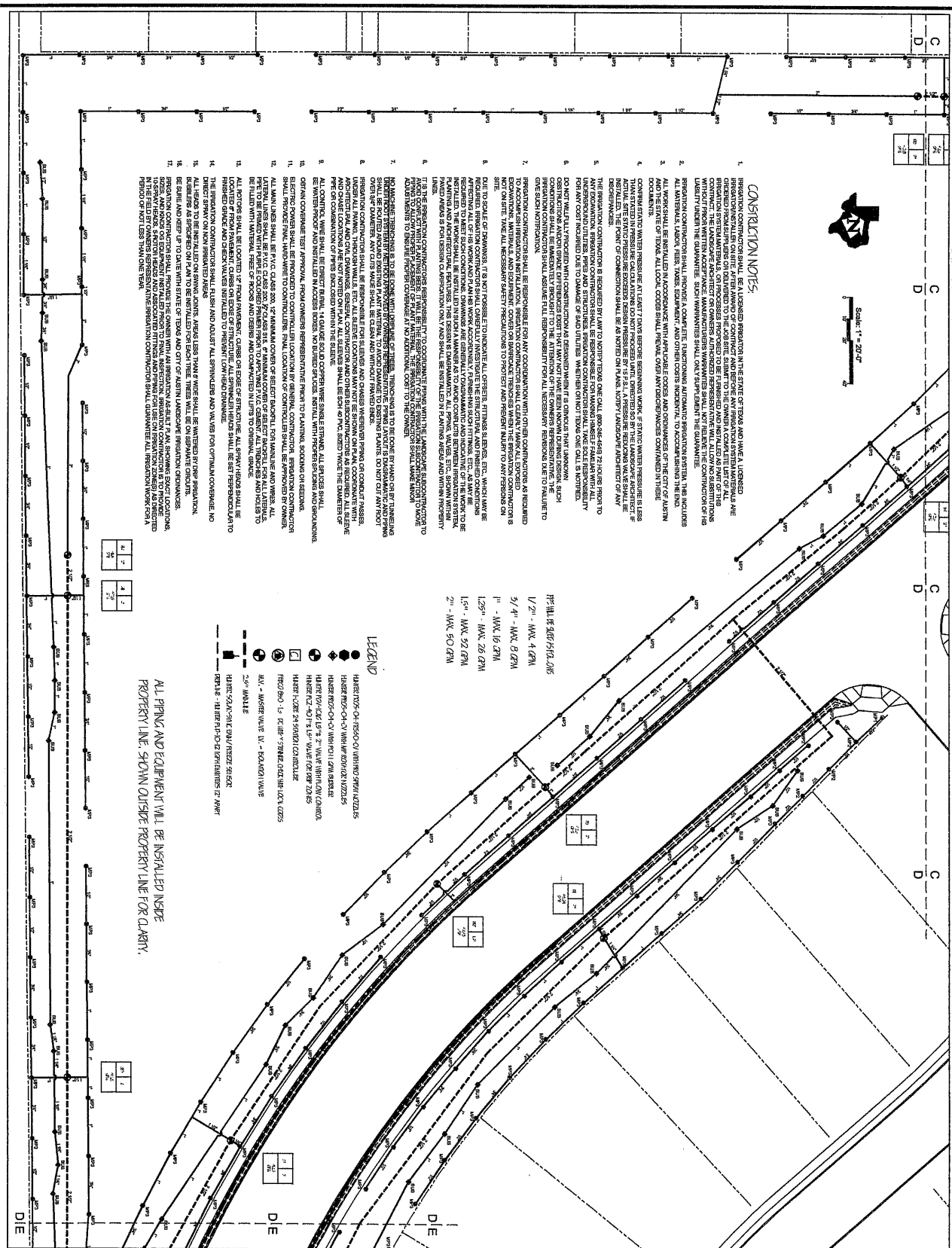
CONSTRUCTION NOTES

1. IRRIGATION CONTRACTOR SHALL BE A LICENSED IRRIGATOR IN THE STATE OF TEXAS AND HAVE A LICENSED IRRIGATION CONTRACTOR ON SITE AT ALL TIMES DURING AND BEFORE ANY IRRIGATION SYSTEM MATERIALS ARE INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE LANDSCAPE ARCHITECT OR OWNER AUTHORIZED REPRESENTATIVE WILL ALLOW SUBSTITUTION OF EQUIPMENT OR MATERIALS ONLY IF THEY ARE OF EQUAL OR BETTER QUALITY AND THE CONTRACTOR ASSUMES ALL LIABILITY UNDER THE GUARANTEE. SUCH WARRANTIES SHALL ONLY REPRESENT THE GUARANTEE.
2. IRRIGATION CONTRACTOR SHALL PROVIDE A COMPLETE, FUNCTIONAL, AUTOMATIC IRRIGATION SYSTEM. THIS INCLUDES ALL MATERIALS, LABOR, PIPES, TUBES, EQUIPMENT, AND OTHER COSTS INCURRED TO ACCOMPLISH THE END. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES OF THE CITY OF AUSTIN, TEXAS. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN, TEXAS. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN, TEXAS.
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LEGEND

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ALL PIPING AND EQUIPMENT WILL BE INSTALLED INSIDE PROPERTY LINE, SHOWN OUTSIDE PROPERTY LINE FOR CLARITY.



DATE 02/03/2016
IrrigationDesignService.Com
1209 OAK SHADOWS CIRCLE, AUSTIN, TEXAS 78748 (512)783-0054



Kelli C. Smith, Landscape Architect
123456, State of Texas, License No. 123456
Austin, TX 78748
Phone: (512) 783-0054
Email: kelli@kellismith.com

Stonewater
Phase 2 Streetscape
Austin, TX

IRRIGATION
PLAN

PROJECT NO.
FILE
DRAWN BY: JDX
REVIEWED BY:
DATE: 02/03/2016

REVISIONS:
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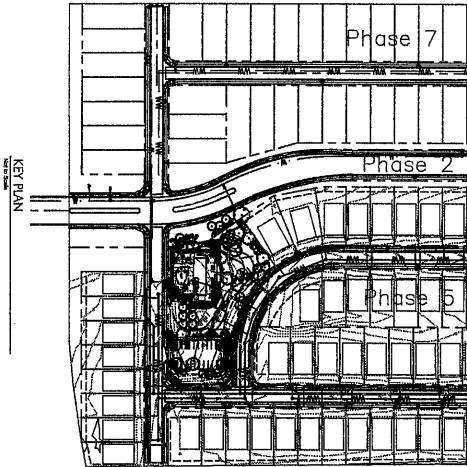
SHEET NO. 13

Exhibit "A"

Stonewater

Phase 5 Amenity Center

Manor, TX

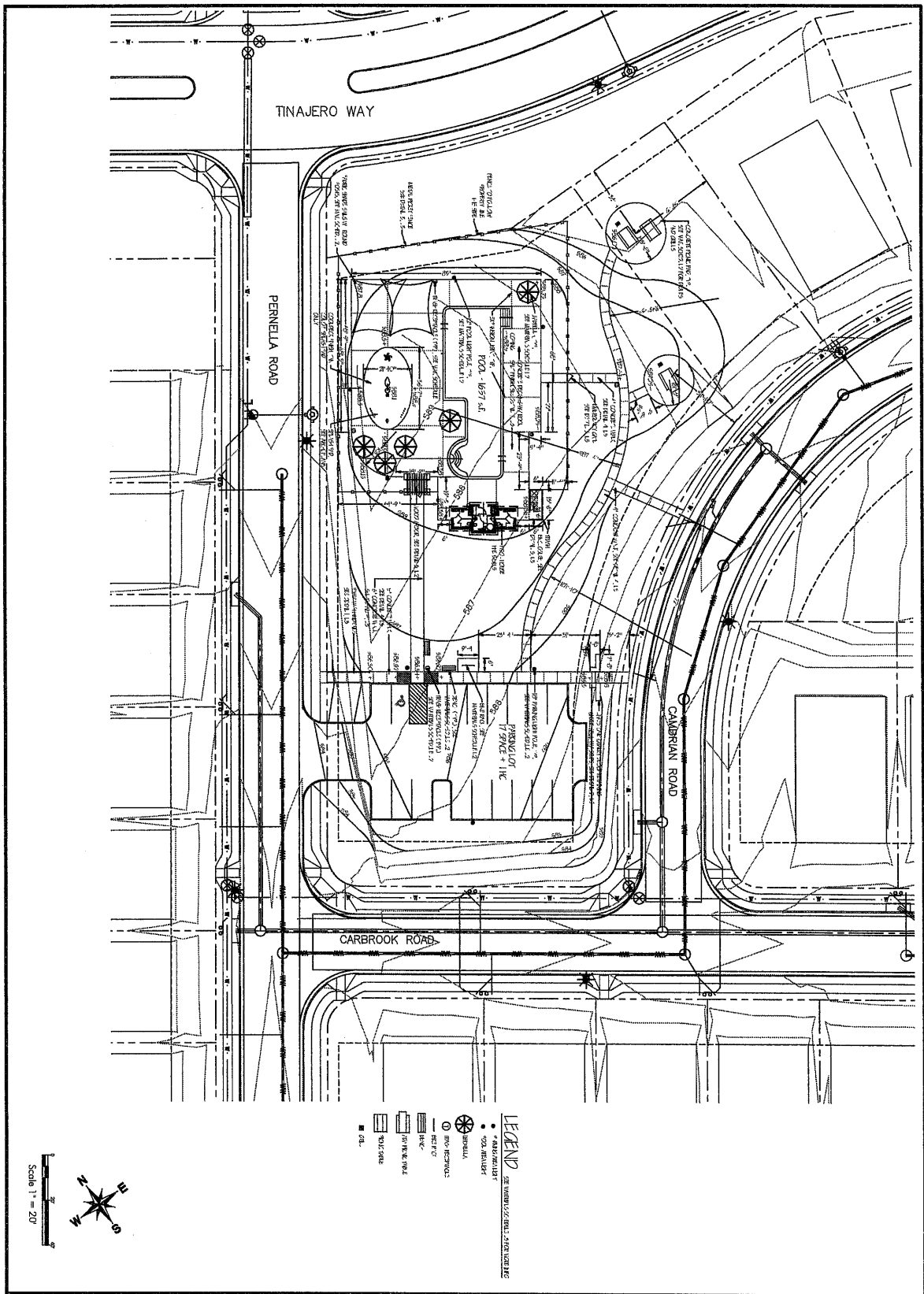


SHEET INDEX

- L0: Cover
- L1: Grading & Layout
- L2: Hardscape Details
- L3: Hardscape Details
- L4: Planting Plan
- L5: Planting Details & Notes
- I1: Irrigation Plan
- I2: Irrigation Plan

Kath Covey Landscape Architects Landscape Architecture • Site Planning • Sustainable Design 10000 Katy Freeway, Suite 200 Houston, TX 77054 Phone: 281.737.0000 Fax: 281.737.0001 www.kathcovey.com				SHEET NO.	
Stonewater Phase 5 Amenity Center Manor, TX		COVER		PROJECT NO.	
Cover		DATE: 4/7/16		FILE	
DRAWN BY: SE		REVIEWED BY: KCA		PROJECT NO.	
DATE: 4/7/16		REVISIONS:		FILE	
SHEET NO.: L0				PROJECT NO.	

Exhibit "A"



Keith Connel Landscape Architects 10000 West Loop South, Suite 1000 Houston, Texas 77042 Phone: 713.865.1000				ISSUED: _____											
<h2>Stonewater Phase 5 Amenity Center</h2> <p>Manor, TX</p>															
<h3>Grading & Layout</h3>															
PROJECT NO.: _____ FILE: _____ DRAWN BY: SP REVIEWED BY: RCH DATE: 4/11/16		REVISIONS: <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>				NO.	DESCRIPTION								
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SHEET NO.: L1															

Exhibit "A"

Materials Schedule

Based on furniture per manufacturer's representation.

- Pool Area Lights: 6m lighting, 6m model with 12 pole (1) Type 2 #1A/BA17ZES-603X/PS/SA12-534180V-HQ03/PS.
- (4) Type 4 #1A/BA17ZES-603X/PS/SA12-534180V-HQ03/PS. See detail 6, sheet 13 for mounting and foundation.
- Pooling Lights: 4ft, 6m lighting, 6m model with 12 pole (2) Type 2 #1A/BA17ZES-603X/PS/SA12-534180V-HQ03/PS. See detail 6, sheet 13 for mounting and foundation.

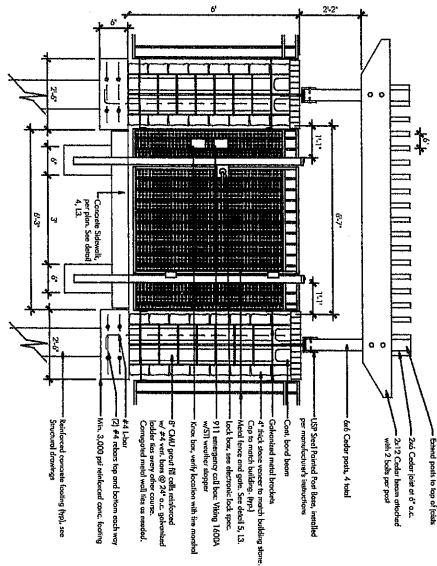
- Umbrella (9) 12' Single Post Upright by Sun Fun, Dallas, TX, 1-800-946-5005. Structure: Tongue (B) and Green (2) fabric. Steel posts and arms dark bronze in color.

Don believe (B) 12' 605-8364 ddbel@sun-fun.com

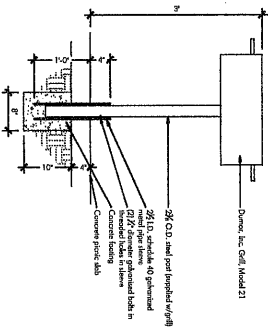


Items supplied by: **Ray-Wall Group, Inc.; Carl Simmons (top) 517-271-4390**

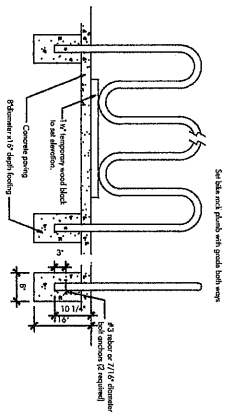
- Trash Receptacle (6) Wilson Valley Signature model#K200P, w/100 in-ground mount, and PT1105 lid, all in Dark Bronze color w/ #18310 liner
- Blue Box: PV Athletic Mfg. Co. Roller Coaster Box model #1020207 (7) black, galvanized steel lap-jointed, w/MA1 permanent mount. See detail 1, this sheet.
- Bench (2): Wilson Valley Signature model#SG300P, in-ground mount. Dark Bronze color
- ADA Bench Table (1): Wilson Valley Signature model#S115P, Dark Bronze color
- ADA Surface mount post/sign (2 per table) model#S130N, Dark Bronze color
- Picnic Table (2): Wilson Valley Signature model#S115P, Dark Bronze color
- (4) Surface mount post/sign (2 per table) model#S130N, Dark Bronze color
- Galls (2): PV Athletic Mfg. Co. model#1140-00. See detail 2, this sheet.



3 Wood Abey
Scale: 1/2"=1'-0"



2 Grill Footing Detail
Scale: 1/2"=1'-0"



1 Bike Rack Mounting Detail
Scale: 3/8"=1'-0"

Kath Connel Landscape Architects
7025 Grandview Avenue, Suite 150
Austin, TX 78759
Phone: 512-333-1111
Fax: 512-333-1112
www.kathconnel.com



ISSUED:

Stonewater
Phase 5 Amenity Center

Manor, TX

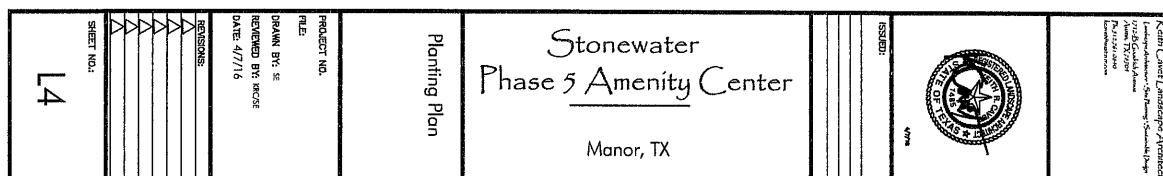
Handscope
Details

PROJECT NO.
FILED
DRAWN BY: SE
REVIEWED BY: KSC/CE
DATE: 4/7/16
REVISIONS:

SHEET NO.

L2

Exhibit "A"



1. A new commercial and multi-family irrigation system must be designed and installed so that:

- a) There is a fixed response rate independent of the stimulus.
- b) The response rate is proportional to the stimulus intensity.
- c) A dose-dependent sigmoidal stimulus-response curve is best fit at higher stimulus intensities by a linear response relation.
- d) The response rate is proportional to the stimulus intensity.
- e) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- f) The response curve has a sigmoidal shape.
- g) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- h) The response curve has a sigmoidal shape.
- i) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- j) The response curve has a sigmoidal shape.
- k) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- l) The response curve has a sigmoidal shape.
- m) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- n) The response curve has a sigmoidal shape.
- o) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- p) The response curve has a sigmoidal shape.
- q) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- r) The response curve has a sigmoidal shape.
- s) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- t) The response curve has a sigmoidal shape.
- u) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- v) The response curve has a sigmoidal shape.
- w) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- x) The response curve has a sigmoidal shape.
- y) The response rate is proportional to the stimulus intensity at low stimulus intensities and saturates at high stimulus intensities.
- z) The response curve has a sigmoidal shape.

1. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 2" OF TOPSOIL

- [illegible]

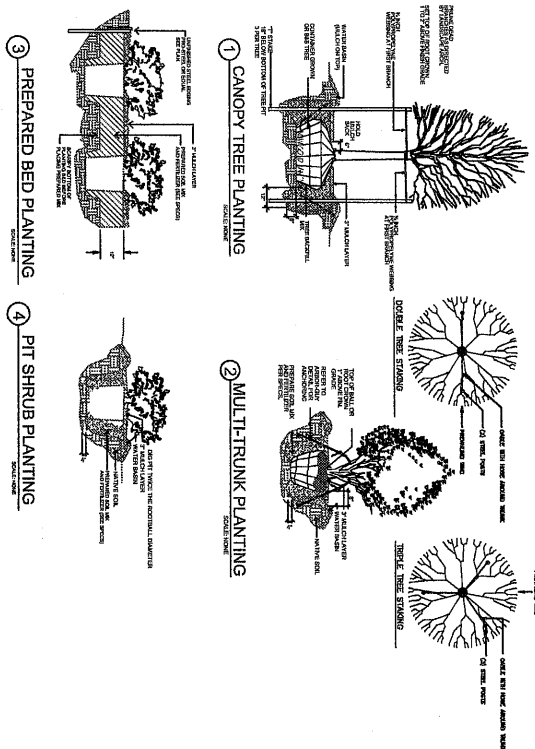
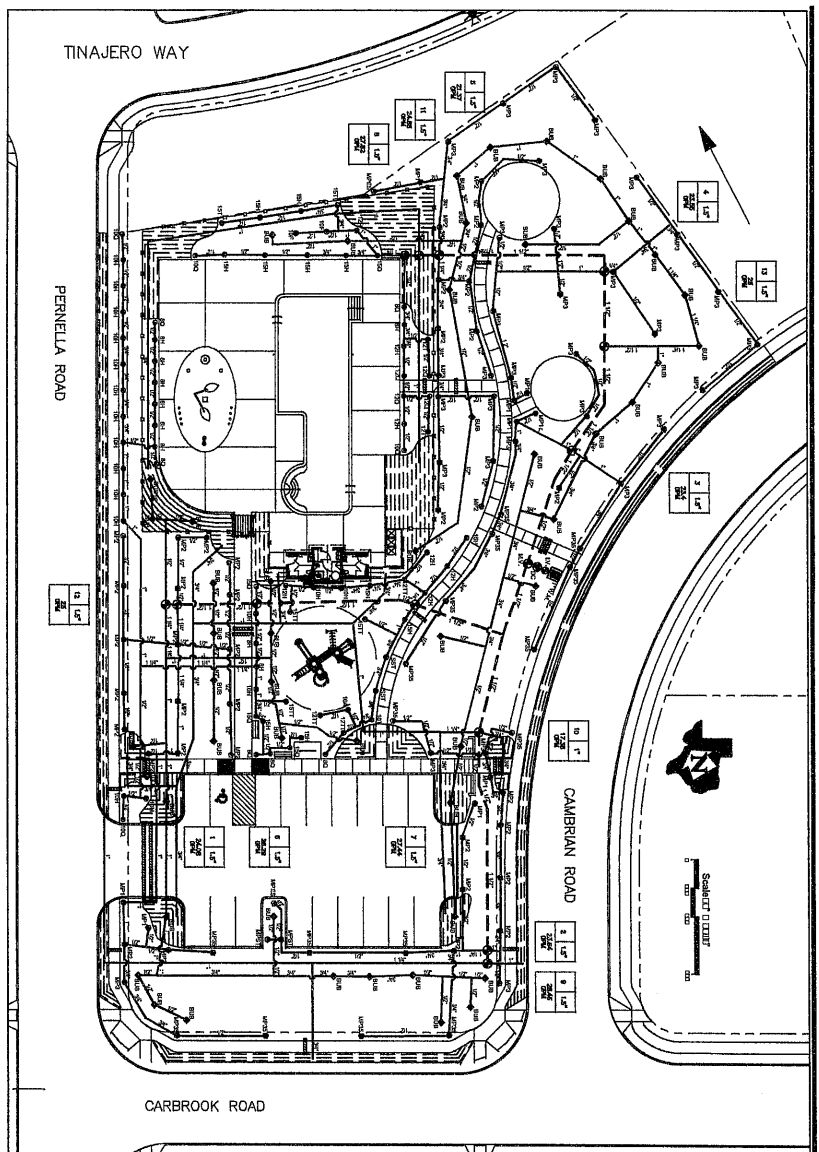
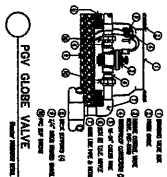
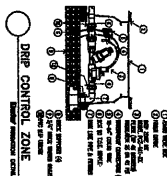
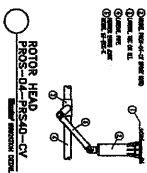
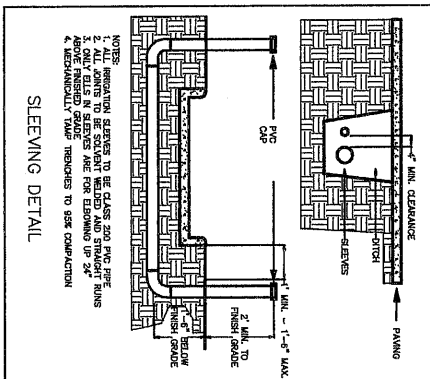
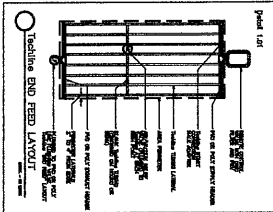
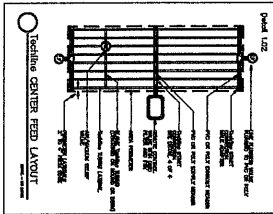


Exhibit "A"



ALL PIPING AND EQUIPMENT WILL BE INSTALLED INSIDE PROPERTY LINE. SHOWN OUTSIDE PROPERTY LINE FOR CLARITY.



PIPE WILL BE SIZED AS FOLLOWS

CHECK WITH LOCAL LAWS, RULES, AND INSTALLATION TECHNIQUES TO ENSURE PROPER PROTECTION FROM CONTAMINATION AND FREEZING TEMPERATURES

LEGEND

- HUNTER PRO-S-4-PRO-30-CV WITH PRO SPEAKY NOZZLES
- HUNTER PRO-S-4-CV WITH PRO ROTATOR NOZZLES
- ◆ HUNTER PRO-S-40-CV WITH SCH 1 GPM BUBBLER
- ◆ HUNTER PRO-100-10G 1" & 1.5" VALVE WITH FLOW CONTROL
- ◆ HUNTER PCT-40 1" & 1.5" VALVE FOR DWP ZONES
- ☑ HUNTER PRO-C 16 STATION CONTROLLER
- HEBBO 850 - 1.5" DW WITH A SHOWER, CHECK WITH LOCAL CODES
- 1.5" VALVLINE
- M.V. = MASTER VALVE I.V. = ISOLATION VALVE
- 1.5" VALVLINE
- HUNTER SOLAR-SONIC RAIN/PREZZE SENSOR
- DRAINLINE - HUNTER PLO-10-12 1984 EARTHLES 1/2" APART
- /// 4" SCHEDULE 40 PVC SLEEVE
- 1" WATER METER FOR IRRIGATION

DATE

IrrigationDesignService.Com

CONSTRUCTION NOTES & DETAILS
REFER TO SHEET 12

Stonewater
Phase 5 Amenity Center
Manor, TX

IRRIGATION PLAN

[illegible]

二

Exhibit "A"



AGENDA ITEM NO. 5

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 4, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a waiver from Ordinance 263B Article III Section 42(b)(12)(iv) allowing for 29 foot wide streets in Stonewater sections 2, 5, and 7.

BACKGROUND/SUMMARY:

Stonewater section 2, 5, and 7 currently under construction were not part of the development agreement that allowed for narrower roadways but they are being constructed that way, as 29' wide. Rather than tear up the work they've done at a high cost and time they are asking for waiver to keep the streets as they are and increase the street widths of the future Stonewater North that is part of the development agreement allowing narrower roadways. By increasing the street widths in Stonewater North more houses will be served by larger roads. 308 homes in Stonewater North verse 220 homes in Stonewater 2,5,7 - 88 more houses on larger roadways. The main road into the Stonewater off 973 is being built to city standard of 42 feet wide and is not included in this waiver.

PRESENTATION: ☐ YES ☒ NO

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

Waiver

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the waiver from Ordinance 263B Article III Section 42(b)(12)(iv) allowing for 29 foot wide streets in Stonewater sections 2, 5, and 7.

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



April 26, 2016

City of Manor
City Council
105 East Eggleston Street
Manor, Texas 78653

Re: Stonewater Waiver

Via electronic mail tbolt@cityofmanor.org, fphelan@jaeco.net, sdunlop@cityofmanor.org

Dear City Council:

Continental Homes of Texas, L.P., d/b/a D.R. Horton Homes would like to receive a waiver from 263B Article III Section 42 (b) (12) (IV) of the City Ordinance (2012), "Transportation Improvements", for Stonewater Sections 2, 5 and 7. The above reference ordinance calls for minor streets to have at least 31' of pavement width however, our City approved plans call for 29' of pavement width. We have City of Manor approved construction plans dated 2015 and are under construction in these three sections. Stonewater Sections 2 and 7 have curbs installed and Section 5 has about 75% of the storm drain installed. If we were required to expand the pavement from 29' to 31' we would need to remove the curbs, storm drains, water and waste water lines. This task would cost several hundred thousand dollars and extend our completion date by 150 days. The added expense and time would delay buyers from closing on their new homes and could possibly increase the sales price of the homes.

We have met with Tom Bolt, the City Manager of Manor, and Frank Phelan, with Jay Engineering Company, Inc., and they proposed that we keep the street widths in sections 2, 5 & 7 at 29', per the City approved plans, but increase the street widths to 31' in the Stonewater North Sections 1-3. Stonewater North is part of the Development Agreement between the City of Manor and the Developer, effective date of June 4, 2003, which includes Stonewater Sections 1, 1A, 3, 4, 6 and 8 (of which 1, 1A, 4, and 6 are all complete). Per this Development Agreement the minor street width requirement is 29 feet.

Based on the above information, we respectfully request a waiver from the City of Manor allowing the pavement in the Stonewater Sections 2, 5, and 7 to remain at the prior-approved width of 29 feet. Please contact me if you have any questions or concerns regarding this matter. My direct line is 512-748-4037 and my email address is jjjudd@drhorton.com. Thank you for consideration of this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Judd', is written over the word 'Sincerely,'.

Jeff Judd
Assistant Project Manager

