



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

CALL TO ORDER AND ANNOUNCE QUORUM PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. **NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.***

CONSENT AGENDA

The following Items will be enacted by one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

1. Consideration, discussion, and possible action to approve the minutes for the July 6, 2016, City Council Regular Meeting.
2. Consideration, discussion, and possible action on acceptance of the June, 2016 Departmental Reports:
 - Development Services
 - Police
 - Municipal Court
 - Public Works

EXECUTIVE SESSION

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

Section 551.074 Personnel Matter – City Council Member, Place 4 vacancy

OPEN SESSION

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

3. The appointment of a Council Member to serve on the City of Manor City Council.
4. Administer oath of office for appointed City Council Member, Place 4.

PUBLIC HEARING

5. Conduct a public hearing on the issuance of \$18,000,000 “City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016.”

REGULAR AGENDA

6. Consideration, discussion and possible action on an ordinance authorizing the issuance of \$18,000,000 "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016"; authorizing the sale thereof; enacting provisions related to the issuance of the certificate.
7. Consideration, discussion, and possible action on acceptance of the unaudited June, 2016 Monthly Financial Report.
8. Consideration, discussion, and possible action on an interlocal agreement between City of Manor and Travis County for Emergency Law Enforcement Dispatch Services.
9. Consideration and possible action on a request for a variance from Ordinance 421, which establishes a safety zone for certain sex offenders.
10. Consideration, discussion and possible action on a Hands Free Ordinance.
11. Consideration, discussion, and possible action on a first reading of an ordinance, amending the Zoning Ordinance, rezoning Cottonwood Commercial South Lot 7B 2 Block A, locally known as 11401 US Hwy 290 East, from light commercial (C-1) district zoning to medium commercial (C-2) district zoning.
12. Consideration, discussion, and possible action on a first reading of an ordinance, amending the Zoning Ordinance, rezoning Lots 8-10, Block 24 Town of Manor, locally known as 109 South Lexington Street, from light commercial (C-1) district zoning to downtown business District (DBD) zoning.
13. Consideration, discussion and possible action on an ordinance, amending Ordinance No. 263C; amending street widths to be in accordance with the adopted thoroughfare plan.
14. Consideration, discussion and possible action to consent to Assignment of the Further Amended and Restated Water Supply Agreement with Blue Water 130 Project to EPCOR.

ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

*§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations*

POSTING CERTIFICATION

I, hereby, certify that this notice of the Manor City Council Meeting was posted on this 15th day of July, 2016 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code.

Frances M. Aguilar, City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the council chambers are wheelchair accessible and special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact Frances Aguilar, City Secretary at 512-272-5555. Provide a 48-hour notice when feasible.

This public notice was removed from the bulletin board at the Manor City Hall on:

_____, 2016 at _____ am/pm by _____.
City Secretary's Office
City of Manor, Texas



AGENDA ITEM NO. ¹_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Frances Aguilar

DEPARTMENT: City Secretary's Office

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Minutes from July 6, 2016 City Council Regular Meeting

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the minutes for the July 6, 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
JULY 6, 2016 · 7:00 P.M.**

COUNCIL MEMBERS

PRESENT:

Mayor, Rita Jonse
Place 1, Gene Kruppa
Place 2, Gil Burrell, Mayor Pro-Tem
Place 3, Todd Shaner
Place 5, Rebecca Davies
Place 6, Jeff Turner

ABSENT:

Place 4, Vacant

CITY STAFF PRESENT:

Thomas Bolt, City Manager
Frances Aguilar, City Secretary
Lluvia Tijerina, Administrative Assistant

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

The Manor City Council met in regular session on Wednesday, July 6, 2016, in the City Council Chambers at 105 E. Eggleston Street. Mayor Rita Jonse 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 Rita Jonse, Ms. Zindia Pierson gave the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments.

REGULAR AGENDA

1. Consideration, discussion, and possible action to approve the minutes for the June 15, 2016, City Council Regular Meeting.

A motion to approve the minutes for the June 15, 2016, City Council Regular Meeting was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 6 For – 0 Against

2. Consideration, discussion, and possible action to accept the resignation of Council Member, Place 4 Sharon Snowden.

Ms. Snowden was not present for the meeting. Council Member Kruppa read a letter to Council Member Snowden. It stated, "Thank you for your superb effort as a City Council Member to assist the Manor

residents, businesses, City employees and the Council to continue to make the City of Manor a desirable place to live and do business.”

A motion to accept the resignation of Council Member, Place 4 Sharon Snowden was made by Council Member Turner, seconded by Council Member Burrell. The motion carried by the following vote:

Vote: 6 For – 0 Against

3. Recognition of outgoing Council Member - Ms. Sharon Snowden.

No action was taken on this agenda item.

EXECUTIVE SESSION

The City Council convened into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in at 7:04 P.M.:

Section 551.074 Personnel Matter – City Council Member, Place 4 vacancy

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and to take action on item(s) discussed during Closed Executive Session at 7:15 P.M.

4. The appointment of a Council Member to serve on the City of Manor City Council.

No action was taken on this agenda item.

5. Administer oath of office for appointed City Council Member, Place 4.

No action was taken on this agenda item.

6. Consideration, discussion, and possible action on a waiver from Ordinance 185 Article II, Section 20(j) Chart 1 for lots 1 -3 & West ½ of lot 4, Block 57 Town of Manor, locally know as 501 East Wheeler Street, to allow for 0-foot setback on the rear setback (north property boundary).

A motion to deny the waiver as presented was made by Council Member Davies, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 6 For – 0 Against

7. Consideration, discussion, and possible action to approve a resolution, accepting the petition, for annexation of property, from Kimbro Road Estates, LP to add 159.52 acres more or less, into the corporate limits of the City of Manor, Texas.

Council Member Turner recused himself from this agenda item.

A motion to approve the resolution, scheduling the second public hearing on August 31, 2016 was made by Council Member Kruppa, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 5 For – 0 Against

8. Consideration, discussion, and possible action to approve the annexation schedule of Kimbro Estates, LP to add 159.52 acres more or less, into the corporate limits of the City of Manor, Texas.

Council Member Turner recused himself from this agenda item.

A motion to approve the annexation schedule of Kimbro Estates, LP was made by Council Member Davies, seconded by Council Member Burrell. The motion carried by the following vote:

Vote: 5 For – 0 Against

ADJOURNMENT

There being no further business, a motion to adjourn was made by Council Member Kruppa, seconded by Council Member Shaner. The motion carried by the following vote:

Vote: 6 For – 0 Against

Meeting was adjourned at 7:34 P.M.

APPROVED:

ATTEST:

Rita G. Jonse, Mayor

Frances M. Aguilar, City Secretary



AGENDA ITEM NO. ²_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Frances Aguilar

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on acceptance of the June, 2016 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

June, 2016 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council acceptance of the June, 2016 Departmental Reports.

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

DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT
FOR
CITY OF MANOR, TX
June 1-30, 2016

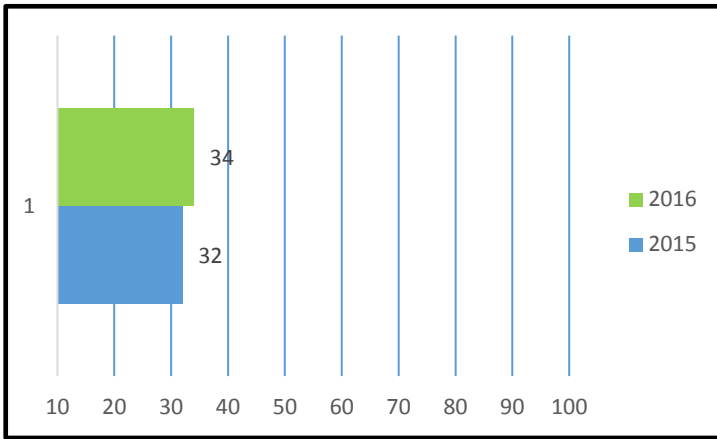
Code	Description	Projects	Segments	Valuation	Fees
102	New Single Family Bldgs-Att Garage	12	60	\$1,904,136.00	\$67,696.20
109	Subdivision	1	1	\$0.00	\$1,060.00
110	Commercial Site Plan	1	1	\$0.00	\$465.00
251	Restaurants w/Drive Thru	1	5	\$600,000.00	\$27,808.90
324	Offices, Banks and Professional	1	4	\$150,000.00	\$1,980.00
326E	Existing Schools & Universities	3	3	\$99,142.00	\$510.00
435	Remodel - Residential Bldg	1	3	\$101,386.22	\$1,174.70
645	Demolition - Single Family House	2	2	\$8,500.00	\$190.00
ACC	Accessory Bulding	1	1	\$1,200.00	\$165.00
DEC	Deck & Patio Permits	1	1	\$1,000.00	\$165.00
FEN	Fence Permit	1	1	\$2,000.00	\$45.00
FOU	Foundation Permits	1	1	\$7,000.00	\$105.00
IRR	Irrigation Permit	2	2	\$4,709.50	\$210.00
Irrigation	Irrigation Residential	1	1	\$2,500.00	\$105.00
MEC	Mechanical Permit	1	1	\$7,699.00	\$105.00
SIGN	Sign Permit	2	3	\$23,500.00	\$975.00
SPA	Spa Residential	1	1	\$8,500.00	\$185.00
WSF	Water Softner Permit	1	1	\$6,998.00	\$105.00
	Totals	34	92	\$2,928,270.72	\$103,049.80

Total Certificate of Occupancies Issued: 14

Total Inspections(Comm & Res): 575

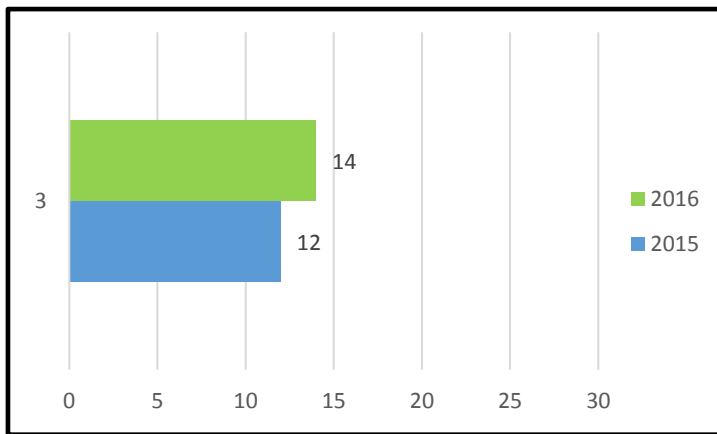
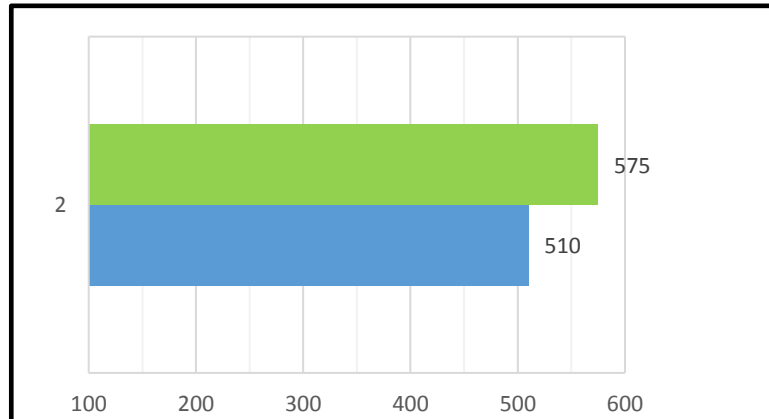
Tom Bolt, City Manager





PERMITS ISSUED
JUNE 2016

INSPECTIONS
JUNE 2016



COs ISSUED
JUNE 2016

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



CITY OF
MANOR
EST. 1872
TEXAS



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

7/20/2016

June 2016

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1377	1014	35.7%↑	Patrol Car Rental
Average CFS per day	45.9	33.8	35.7%↑	Last Month \$5,738
Open Cases	25	6	316%↑	YTD \$32,828
Charges Filed	73	39	87.1%↑	
Alarm Responses	45	39	15.3%↑	
Drug Cases	30	9	70%↓	
Family Violence	11	6	83.3%↑	
Arrests F/M	13F/86M	9F/42M	44.4%↑F/104.7%↑M	
Animal Control	30	31	3.2%↓	
Traffic Accidents	18	26	30.7%↓	
DWI Arrests	6	3	100%↑	
Traffic Violations	627	361	73.6%↑	
Ordinance Violations	25	7	257%↑	
Seizures	Drugs	Drugs	N/A	
Laboratory Submissions	11	6	83.3%↑	

Notes:

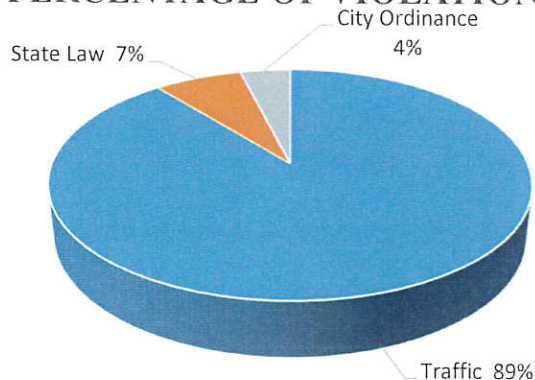
*DNA- DATA NOT AVAILABLE

City of Manor Municipal Court

JUNE 2016

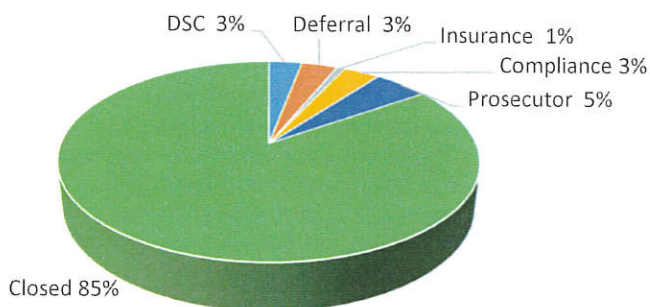
Violations Filed	Jun-16	Jun-15
Traffic	772	303
State Law	60	25
City Ord.	35	20
Total	867	348

PERCENTAGE OF VIOLATIONS



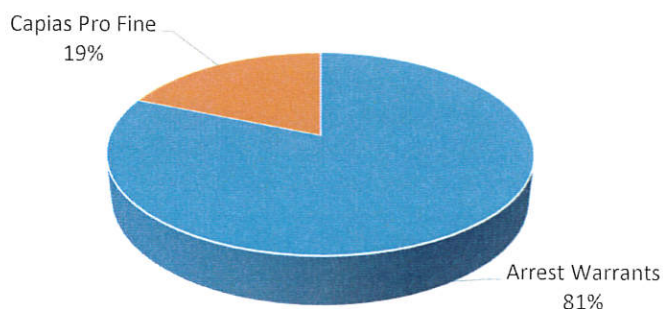
Dismissals	Jun-16	Jun-15
DSC	23	8
Deferral	25	11
Insurance	6	0
Compliance	25	14
Prosecutor	38	21
Closed	647	314
Total	764	368

PERCENTAGE OF DISMISSALS



Warrants	Jun-16	Jun-15
Arrest Warrants	90	0
Capias Pro Fine	21	0
Total	111	0

PERCENTAGE OF WARRANTS



Money Collected in June 2016

Kept By City	\$37,707.38
kept By State	\$19,611.02
Total	\$57,318.40

Money Collected in June 2015

Kept By City	\$30,722.41
Kept By State	\$15,839.45
Total	\$46,561.86



JUNE, 2016 REPORT PUBLIC WORKS DEPARTMENT

Street, Parks and Maintenance Department

In June, the Street Department repaired streets, easement roads and performed street sign maintenance. There was 1 street inspection in the month of June.

In the month of June, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city's facilities and parks. They performed all maintenance on vehicle(s) and heavy equipment. They also read water meters.

Water and Wastewater Department

In June, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. There were 2 water inspections in June.

In June, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. There were 3 wastewater inspections in the month of June.

Water Production & Purchase

In June, 42 % of the water that was supplied to our residents was from our well fields, and we purchased 58 % from Bluewater and Manville WSC. In June, the estimated population of residents in the City of Manor is 8,534. Estimated Population for ShadowGlen is 2,419 residents.



AGENDA ITEM NO. ³_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

The appointment of a Council Member to serve on the City of Manor City Council.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Candidate resumes

STAFF RECOMMENDATION:

NONE

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

ZINDIA THOMAS

ZoeEsquire@gmail.com

18129 Topsail Street
Manor, Texas 78653

Home: (512) 278-0824
Cell: (512) 965-4765

Summary of Qualifications

Seasoned attorney with a strong background in Texas local government laws with emphasis in Texas municipal and county law. Known for ability to communicate with different levels of public officials and citizens about various laws including public information, open meetings and economic development laws. Democratic managerial style that allow employees to own their respective job duties, while providing guidance and the proper tools to succeed.

Experience

TEXAS MUNICIPAL LEAGUE, Austin, TX
Assistant General Counsel

2016 – Present

Responsible for assisting the General Counsel in providing legal guidance and assistance on legal issues relating to TML, the TML Board, staff, and members. Under the supervision of the General Counsel, also provides legal information to the city attorneys, other city officials and other persons and groups interested in municipal law, assists with legislative and educational programs, researches and drafts legal briefs and memos, reviews and analyzes legislation and state agency rules; meets monitors, and testifies, as necessary, before legislative committees and state agencies.

OFFICE OF THE ATTORNEY GENERAL, Austin, Texas
Assistant Attorney General

2001 – 2016
2015 - 2016

Administrative Law Division

- Provided legal advice, counsel, and assistance to state agencies; provided general counsel assistance, advised clients on the Open Meetings Act, Public Information Act, and the Administrative Procedure Act.
- Represented state agencies in state and federal district and appellate courts including suits for judicial review of agency orders, enforcement proceedings, and actions challenging agency rules and statutes.
- Conducted educational presentations to teach various organizations and local governments about public information law, open meetings laws, economic development and other local government issues.
- Monitored and analyzed Texas legislative bills that could affect the Administrative Law Division.
- Conducted legal research with respect to assigned matters.

Assistant Attorney General

2012 - 2015

Criminal Prosecutions Division

- Prosecuted criminal cases with emphasis on White Collar and Public Integrity offenses.
- Conducted educational presentations to teach various organizations and local governments about public information law, open meetings laws, economic development and other local government issues.
- Monitored and reported on Texas legislative bills that could affect the Criminal Prosecutions Division.
- Conducted legal research with respect to assigned matters.

Assistant Attorney General

2001 – 2003, 2004 – 2007 and 2009 – 2012

Intergovernmental Relations Division

- Provided legal assistance and information to various local governments and state officials concerning legal issues that affect local governments, including open meetings law, public information law and economic development laws.
- Reviewed and commented on attorney general opinions that affect local governments.
- Revised attorney general publications including the Economic Development Handbook, Public Information Act Made Easy, and Open Meetings Act Made Easy.
- Conducted educational presentations to teach various organizations and local governments about public information law, open meetings laws, economic development and other local government issues.
- Reviewed drafts and prepared rules and notices on behalf of the Office of the Attorney General for submission to the Texas Register.
- Monitored, analyzed, and reported Texas legislative bills that could affect local governments and attorney general divisions.
- Testified before the Texas Legislature.
- Assisted with responses to media inquiries concerning local government law.
- Conducted legal research with respect to assigned matters.

Public Information Coordinator

2009 - 2008

Assistant Public Information Coordinator

2008 – 2007

General Counsel Division*Assistant Public Information Coordinator*

2004 – 2003

Open Records Division

- Processed and responded to public information requests, including whether information is public or confidential by law, meeting deadlines, briefing legal issues, and communicating with the Open Records Division and requestors.
- Wrote briefs to the Open Records Division of the Office of the Attorney General for public information request in which responsive information needed to be withheld.

- Provided educational presentations and training to various organizations on public information laws, Rule 12 of the Texas Rules of Judicial Administration, common law right of access, and open meeting laws.
- Supervised employees concerning public information requests.

TEXAS HOUSE OF REPRESENTATIVES, Austin, Texas

2001

Legislative Aide

Responsibilities:

- Monitored Representative Robert Junell's legislation for the 77th Texas Legislature.
- Prepared Representative Junell's legislation.
- Met with constituents, lobbyist, State agency representatives, State Representatives, State Senators and their legislative aides on various legislation.

CITY OF AUSTIN – LAW DEPARTMENT, Austin, Texas

1999 - 2000

Assistant City Attorney

Responsibilities:

- Represented the City of Austin in Municipal Court.
- Prosecuted Traffic violations and Class C misdemeanors.
- Negotiated plea bargains with defendants and defense attorneys.
- Researched, wrote and argued pre-trial motions.
- Wrote and revised complaints.

EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, California

Juris Doctor

UNIVERSITY OF TEXAS, Austin, Texas

Bachelors of Arts in History and Government

Maria D. Amezcua-Nila

19332 James Manor Street
Manor, Texas 78653
(512) 665-9359
Maria.Amezcua.Nila@gmail.com

Friday, July 15th, 2016

City of Manor

105 E. Eggleston St.
Manor, Texas 78653

I would like to thank you for the opportunity to help serve my city. I am a long time resident of this, our beautiful city of Manor. I moved from California to Manor to seek out better education for my children, and to pursue the American dream of purchasing my own home. At this time I am enjoying those things here in Manor.

My oldest child graduated from Manor New Tech High School last year, as so did my brother, during the first graduating class. My youngest child currently attends Blake Manor Elementary. I volunteer frequently at the school , as I enjoy being an active member in our city.

I look forward to helping our city grow and prosper, including urban planning, zoning, and the continued economic development of the community. I know there is a lot of areas that will be new to me, however I am ready to serve our city.

Sincerely,

Maria D. Amezcua-Nila

Maria Amezcua-Nila

19332 James Manor
Manor, Texas 78653
(512) 665-9359
Maria.Amezcua.Nila@gmail.com

EXPERIENCE

Starbucks Coffee Company, Manor — Supervisor

JANUARY 2003 - PRESENT

Ensuring customer service standards are upheld during shift. Beverage and food preparation. Ensuring proper cash handling procedures are followed, Coaching in the moment. Conflict resolution. Ordering. Daily banking. P&L statement reconciliation. Daily cleaning task.

Tiny Pies, Austin — Front of House Manager

September 2014 - July 2015

Ensuring customer service models are followed throughout all dayparts. Ensure all cash handling procedures are being followed. Daily cleaning task. Conflict resolutions. Managing up to 4 employees. Communication between FOH and BOH staff. Scheduling. Hiring. Updating social media, including photographing current product.

EDUCATION

Westwood College of Technology, Upland, California

A.S. Computer Network Engineering

2003

PROJECTS

Gabriel Nila Campaign — Treasurer and Campaign Team

Manage financial of campaign. Book-keeping, filing of Campaign finance reports, Manage team schedule, Help promote events, Help organize events and functions.

SKILLS

Creative problem solver.

Quick learner.

Strong client relations.

Staff training and development.

Strong interpersonal skills.

Organized.

Community focused.

Revenue and profit maximization.

CERTIFICATIONS/AWARDS

Food Handlers Certification
City of Austin

Partner of the Quarter
2015 and 2016

Certified Coffee Master
Starbucks Coffee Company

Certified Barista Trainer
Starbucks Coffee Company

LANGUAGES

Spanish and English

Frances Aguilar

From: jkwmss@netzero.net
Sent: Friday, July 15, 2016 9:18 PM
To: Frances Aguilar
Subject: Fw: Jerome's Professional Resume 2016.doc
Attachments: Jerome's Professional Resume 2016.doc; ATT00001.txt

Ms. Aguilar,

Please accept this email as my Letter of Interest in the vacant position on the Manor City Council. I have been a resident of this city since 2007 and also a former member of the Planning and Zoning Committee. I would like to be a part of history in the making as our city grows as a "Main Street City".

Attached is my resume for your review and consideration, Thank you.

Jerome K. Williams
512-636-8137

Please note: forwarded message attached

From: Jerome Williams <Jerome.Williams@tjtd.texas.gov>
To: "jkwmss@netzero.net" <jkwmss@netzero.net>
Subject: Jerome's Professional Resume 2016.doc
Date: Sat, 16 Jul 2016 01:40:19 +0000

Affordable Wireless Plans

Set up is easy. Get online in minutes.
Starting at only \$9.95 per month!
www.netzero.net

Professional Resume of Jerome K. Williams
17921 Maxa Dr., Manor, TX 78653
512-636-8137
Email: jkwmss@netzero.net

OBJECTIVE: To maximize my skills, abilities and talents to the benefit of a progressive, cutting-edge and creative organization.

SUMMARY OF QUALIFICATION

- 16.6 years of supervisory, management and Executive level administrative experience.
- 39 years of experience in Juvenile Justice & Corrections, Adult Corrections, programming and services.
- 7 years of experience in Substance Abuse Prevention, Case Management and Treatment services.
- 5 years of experience in Workforce Development and Placement services.
- 20 years of experience in Professional Development and Training services, including Training of Trainer and Community Development.
- 14 years of grant writing experience.
- 10 years of grant peer review and evaluation experience.
- 10+ years of Social Program Development experience
- 15+ years of Non- Profit Social Service experience
- 5 year of experience as Project Manager IV/PREA Coordinator

EXPERIENCE

2001 to Present	Texas Juvenile Justice Department (formerly Texas Youth Commission) 11209 Metric Blvd, Building H, Austin, TX 78758
Positions:	<p>Youth Activity Supervisor 2- Performed direct care, custody and control functions on a 40 bed dorm in a secure juvenile facility.</p> <p>Juvenile Parole Officer-Performed case management and aftercare services for 40 youth on parole and maintaining contact with 30 youths on institutional status in preparation for parole.</p> <p>Inspector General-Conducted administrative investigation for abuse, neglect and exploitation of youth in our secure facilities, halfway houses and those on parole</p> <p>Juvenile Corrections Specialist-Performed administrative functions of monitoring, supervising, directing, and training field personnel as part of our Central Office headquarters</p>

Institutional Superintendent- Providing the management and responsible for the operational oversight of the operations of a 180 bed secure juvenile correctional facility in Crockett, Texas.

Program Manager IV, PREA Coordinator-Leading, directing and coordinating the agency's initiatives towards sustaining compliance with the PREA Standards of detecting, preventing and responding to allegations of sexual abuse, sexual assault and sexual harassment in our State secure facilities, medium restriction halfway houses and contract programs.

Director, PREA Compliance Department- Responsible for directing, implementing, leading, and coordinating the agency's initiatives towards sustaining compliance with the PREA Standards of detecting, preventing and responding to allegations of sexual abuse, sexual assault and sexual harassment in our State secure facilities, medium restriction halfway houses and contract programs. Supervise the 14 PREA Compliance managers. Responsible for providing technical assistance, training and performing the PREA audits in the 51 county juvenile detention facilities in the State; monitor and manage the contracts for contracting PREA Auditor as needed and perform quality assurance as part of the contractual agreements.

1990 to 2001

Entrepreneur/Independent Consultant and Trainer

Services:

Providing professional development training, facilitating gang and drug prevention workshops, keynote speaking, culture diversity and competency training, community development trainings and Board development training.

1998 to 1999

Texson Management 3320 FM 973, Del Valle, TX 78617

Positions:

Case Manager- Provided case management services to 40 pre-released offenders in a therapeutic, transitional community setting

Operations Director- Provided the operational management of this 120 bed, pre-release, therapeutic transitional community facility for inmates being released from the Texas Department of Criminal Justice (prison) as a condition of their parole.

1997 to 1998

Southwest Key Program 3000 S. IH-35 Austin, TX. 78704

Position:

Special Assistant to the Executive Director- Responsible for assisting the Executive Director in securing juvenile day treatment

and monitoring contracts in various states with local and State juvenile correctional agencies and organizations.

1993 to 1996

WNJSCC, Inc., P.O. Box 3000, Tuba City, AZ.

Positions:

Transitional Coordinator Consultant- Responsible for developing juvenile justice standards for the Navajo Nation, designing, overseeing the construction of a 36 bed, secure, juvenile detention facility and related programming including hiring and training of the security, treatment, program and administrative staff.

Facility Administrator-Providing the management and responsible for the operational oversight of the operations of this 36 juvenile detention facility in Tuba City, Arizona (Navajo Nation).

1991 to 1993

COMCARE, Inc. (formerly CODAMA) New Turf Gang and Dropout Prevention Program, Phoenix., AZ

Position:

Program Manager/Consultant-Responsible for the development, implementation and management of a youth gang, dropout and prevention program for the Phoenix, Mesa and Sierra Vista cities to reduce gang violence, involvement and to prevent and reduce the youth school dropouts rates in these cities.

1991 to 1990

Phoenix Urban League, 1215 So. 7th St, Phoenix, AZ

Position:

Center Director of 3 Training Centers: Phoenix, Glendale and Avondale, AZ.- Responsible for the managerial oversight of these three (3) employment and training centers that provided employment and training opportunities to the residents of these cities as well as needed social services.

1990 to 1987

Black Family and Child Services, Inc. Phoenix, AZ

Position:

Employment and Training Specialist- Provided employment and training services, employment opportunities, skills building training, assisting in enrolling high risk, low income youth into vocational and technical training programs from the South Phoenix community.

1984 to 1987

Seattle Opportunities Industrialization Center Inc., Seattle, WA.

Positions:

Corrections Officer Instructor-Responsible for training corrections officer for the State of Washington, Oregon and

Montana to work in their secure adult facilities. Developed the training curriculum in conjunction with these correctional agencies, toured the facilities, instructed the classes, and maintained a 95% hiring percentage rate of trainees working within these agency's adult correctional facilities.

Assistant Training Manager-Responsible for the management of seven (7) vocational/technical program offering, supervision of 36 vocational and or technical instructors, 2 support staff, and the management of a 2.1 million dollar training budget.

1981 to 1984

Arizona Department of Corrections-Perryville, Goodyear, AZ.

Positions:

Corrections Officer- Responsible for the secure, care and custody of adult inmates in a 1200 bed institutional complex. Provided direct supervision of inmates, including on the work crews, worked the control room, transportation, visitation, a member of the SCAT Team and other duties as required.

Correctional Program Officer 1 & 2- Responsible for the case management functions and services to 40 to 100 inmates on my caseload. Prepared pre-parole packages, case management functions, counseling and other duties as required in a Medium and Minimum institutional setting.

Acting Correctional Program Supervisor-Responsible for managing supervising the case management functions six (6) Correctional Program Officers in minimum institutional setting.

Acting Warden-Responsible for performing the duties and functions as Acting Warden in the absence of the Warden for three (3) months overseeing the operations of a 400 bed minimum custody facility.

1980

Cen-Tex MHMR Center, Brownwood, TX

Position:

Therapist Technician-Responsible for implementing the psychologist treatment plans and program modalities for clients in a mental health halfway house setting.

1978 to 1980

Illinois Commission on Delinquency Prevention, Chicago, Ill.

Position:

Response Coordinator (Youth Advocate)-Responsible, once dispatched, for providing crisis intervention counseling and family social services to incorrigible, truant, runaway, and delinquent youths and their families that came in contact with local law

enforcement agency. Place youth in temporary foster care or return home with the promise of showing up to a pre-adjudicatory hearing to prevent them from entering the juvenile justice system.

Certifications:

December 2013 Executive Certificate Recipient
Georgetown University Policy Institute Youth in Custody
Certificate Program
Center for Juvenile Justice Reform- CJJR Fellow

April 2014- Department of Justice/PREA Resource Center
Certified Prison Rape Elimination Act (PREA) Auditor for
Juvenile Facilities

June 2015- Department of Justice/PREA Resource Center
Certified Prison Rape Elimination Act (PREA) Auditor for Adult
Facilities

EDUCATION

University of Illinois, Chicago
Bachelors of Art in Criminal Justice



AGENDA ITEM NO. ⁵_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on the issuance of \$18,000,000 "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016."

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

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



AGENDA ITEM NO. 6

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an ordinance authorizing the issuance of \$18,000,000 "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016"; authorizing the sale thereof; enacting provisions related to the issuance of the certificate.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Ordinance Draft

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the ordinance authorizing the issuance of \$18,000,000 "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016"; authorizing the sale thereof; enacting provisions related to the issuance of the certificate.

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$18,000,000 "CITY OF MANOR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2016"; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS RELATED TO THE ISSUANCE OF THE CERTIFICATE

WHEREAS, the City Council of the City of Manor, Texas has determined that certificates of obligation should be issued in accordance with the provisions of the Certificate of Obligation Act of 1971, Texas Local Government Code, §§ 271.041, et seq. and the Texas Public Securities Procedures Act, as amended, Chapter 1201, Texas Government Code, for the purpose of paying contractual obligations to be incurred for (1) improvements and extensions to the City's Water and Wastewater System; (2) construction of City street and drainage improvements; and (3) the payment of professional services and costs of issuance related thereto.; and

WHEREAS, notice of intention to issue said combination tax and revenue certificates of obligation has been published in *The Austin Chronicle*, a newspaper of general circulation in the City of Manor, Texas, on _____, 2016, and _____, 2016, the date of the first publication of such notice being before the thirtieth (30th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on July 20, 2016, the City Council of the City of Manor, Texas, convened at 7:00 p.m. and after a public hearing, considered passage of an ordinance authorizing the issuance of said combination tax and revenue certificate of obligation (the "Ordinance"); and

WHEREAS, the combination tax and revenue certificate of obligation should be sold for cash in accordance with the provisions of Texas Local Government Code § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the combination tax and revenue certificate of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, this City Council hereby finds and determines that the above specified combination tax and revenue certificate of obligation described in said notice should be issued at this time;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Certificate" or "Certificates" means the Certificate authorized to be issued by Section 3.01 of this Ordinance and designated as the "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016," in the aggregate principal amount of \$18,000,000.

"City" means the City of Manor, Texas.

"City Council" means the City Council of the City.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery to Initial Purchaser" means the date the Certificate is originally delivered to the Initial Purchaser in exchange for payment, currently anticipated to be _____, 2016.

"Dated Date" means _____, 2016.

"Designated Payment/Transfer Office" means the office of the Paying Agent/Registrar which is designated for the presentment of the Certificate.

"Event of Default" means any event of default as defined in Section 11.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Government Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not

less than “AAA” or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificate.

"Initial Certificate" means the initial certificate described in Section 3.04(d) of this Ordinance.

"Initial Purchaser" means _____.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.03 of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2017.

"Mayor" means the Mayor of the City.

"Owner" or "Registered Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially Regions Bank, or any successor thereto as provided in this Ordinance.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Water and Wastewater System available after deduction of the reasonable expenses of operation and maintenance of said Water and Wastewater System and payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said Water and Wastewater System.

"System" means the City's Water and Wastewater System.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificate as the same come due

and payable and remaining unclaimed by the Owners of Certificate for 90 days after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.
stop

ARTICLE II

SECURITY FOR THE CERTIFICATE
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificate.

During each year while the Certificate is outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificate as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificate as such principal matures (but never less than 2% of the original principal amount of the Certificate as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to

the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificate, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

Section 2.02. Revenue Pledge.

(a) The Certificate is additionally secured by and shall be payable from a limited pledge of the Surplus Revenues of the City's System, not to exceed \$1,000, such pledge authorized pursuant to CHAPTER 1502, TEXAS GOVERNMENT CODE. Notwithstanding the requirements of Section 2.01, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund.

(b) The Surplus Revenues, when and as received by the City, are hereby pledged to the payment of the Certificate and shall be deposited into the Interest and Sinking Fund.

Section 2.03. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificate when and as due and payable in accordance with their terms and this Ordinance.

Section 2.04. Construction Fund.

(a) Establishment of Construction Fund. A special fund or account, to be designated the "City of Manor, Texas Combination Tax and Revenue Certificate of Obligation, Series 2016 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificate shall be deposited in the Construction Fund and payments therefrom shall be made as provided below.

(b) Payments from Construction Fund. Payments from the Construction Fund shall be used solely for the purpose of paying contractual obligations to be incurred for

(1) improvements and extensions to the City's Water and Wastewater System; (2) construction of City street and drainage improvements; and (3) the payment of professional services and costs of issuance related thereto.; and (7) the payment of professional services and costs of issuance related thereto.

(c) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 2.05. Security of Funds.

All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 2.06. Effect of Pledge.

Chapter 1208, Government Code, applies to the issuance of the Certificate and the pledge of the combination of taxes and revenues thereof granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificate is outstanding and unpaid such that the pledge of the combination of taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificate the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATE

Section 3.01. Authorization.

The City's Combination Tax and Revenue Certificate of Obligation, Series 2016 (the "Certificate") is hereby authorized to be issued in the aggregate principal amount of \$18,000,000 for the purpose of paying contractual obligations incurred for the (1) improvements and extensions to the City's Water and Wastewater System; (2) construction of City street and drainage improvements; and (3) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificate shall be dated the Dated Date and bear interest on the unpaid principal amount thereof from the Date of Delivery to Initial Purchaser. The Certificate shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificate shall finally mature on August 15, 2031 and bear interest at the per annum rate of ____%.

(c) Interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2017, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificate shall be paid in lawful money of the United States of America.

(b) Interest on the Certificate shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Purchaser will close and hold the Initial Certificate (which will be a single term Certificate) representing the entire principal amount of all Certificates, payable in stated installment to the Initial Purchaser, or its designee, manually signed by the Mayor and City Secretary, approved by the Attorney

General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Initial Purchaser or its designee.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or

representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or

replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to CHAPTER 1201, TEXAS GOVERNMENT CODE, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Additional Obligations.

The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law. The City further reserves the right to issue any additional obligations secured by the Surplus Revenues on the City's System, which is senior to the lien and pledge securing payment of the Certificate.

ARTICLE IV

REDEMPTION OF CERTIFICATE BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificate shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

The City reserves the right, at its option, to redeem the Certificate, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20__, or on any date thereafter, at the redemption price of par, plus accrued interest to the date of redemption.

With respect to any optional redemption of the Certificate, unless all prerequisites to such redemption required by this Ordinance have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Certificate to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificate and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificate have not been redeemed.

Section 4.03. Mandatory Redemption.

The Certificate is subject to mandatory redemption prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the dates and in the principal amounts set forth below:

stop

<u>Redemption Date</u>	<u>Principal Amount</u>	
August 15, 2017	\$_____	
August 15, 2018	_____	
August 15, 2019	_____	
August 15, 2020	_____	
August 15, 2021	_____	
August 15, 2022	_____	
August 15, 2023	_____	
August 15, 2024	_____	
August 15, 2025	_____	
August 15, 2026	_____	
August 15, 2027	_____	
August 15, 2028	_____	
August 15, 2029	_____	
August 15, 2030	_____	
August 15, 2031	_____	(Maturity)

The principal amount of the Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City by the principal amount of the Certificate which at least fifty (50) days prior to a mandatory redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificate plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been redeemed pursuant to the optional redemption provisions, if any, and not theretofore credited against a mandatory redemption requirement.

Section 4.04. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificate, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificate is to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its

obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the City.

(c) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

Section 4.08. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the TEXAS PROPERTY CODE, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints Regions Bank, Birmingham, Alabama, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(c) Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof and (ii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificate to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be

determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. [T-1] [R-1]

\$18,000,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MANOR, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2016

Dated Date:

Stated Maturity:

_____, 2016

August 15, 2031

Interest Rate: _____% per annum

Date of Delivery to Initial Purchaser: _____, 2016

Registered Owner:

Principal Amount: EIGHTEEN MILLION DOLLARS

THE CITY OF MANOR, TEXAS (hereinafter referred to as the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Date of Delivery to Initial Purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 1 in each year, commencing February 15, 2017. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in _____, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth calendar day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS CERTIFICATE is one of the duly authorized issue of Combination Tax and Revenue Certificate of Obligation, Series 2016, in the aggregate principal amount of \$18,000,000 (herein referred to as the "Certificate"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of providing money to pay contractual obligations of the City to be incurred for (1) improvements and extensions to the City's Water and Wastewater System; (2) construction of City street and drainage improvements; and (3) the payment of professional services and costs of issuance related thereto (collectively, the "Project").

THE CITY reserves the right, at its option, to redeem the Certificate, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20__, or on any date thereafter, at the redemption price of par, plus accrued interest to the date of redemption, and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificate to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance.

THE CERTIFICATE IS SUBJECT TO MANDATORY REDEMPTION prior to maturity at the price of par and accrued interest and shall be redeemed, in part, on the dates and in the principal amounts set forth below:

<u>Redemption Date</u>	<u>Principal Amount</u>	
August 15, 2017	\$_____	
August 15, 2018	_____	
August 15, 2019	_____	
August 15, 2020	_____	
August 15, 2021	_____	
August 15, 2022	_____	
August 15, 2023	_____	
August 15, 2024	_____	
August 15, 2025	_____	
August 15, 2026	_____	
August 15, 2027	_____	
August 15, 2028	_____	
August 15, 2029	_____	
August 15, 2030	_____	
August 15, 2031	_____	(Maturity)

The principal amount of the Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City by the principal amount of the Certificate which at least fifty (50) days prior to a mandatory redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificate plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been redeemed pursuant to the optional redemption provisions, if any, and not theretofore credited against a mandatory redemption requirement.

IF THIS CERTIFICATE (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

IN THE EVENT OF A PARTIAL REDEMPTION of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof; provided, however if the Initial Purchaser is the Registered Owner of the Certificate, no presentation and surrender of this Certificate shall be required with respect to

mandatory redemption and the Paying Agent/Registrar, upon payment of the mandatory redemption price, shall record the resulting reduction in the principal amount of the Certificate in the Register. If this Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

THE CERTIFICATE is payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a limited pledge of the Surplus Revenues (as defined in the Ordinance), not to exceed \$1,000, from the City's Water and Wastewater System (as defined in the Ordinance). Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner or Holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenue pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have

been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and from a pledge of the Surplus Revenues from the City's Water and Wastewater System, to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the City, including the Certificate, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor
City of Manor, Texas

City Secretary
City of Manor, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
OF THE STATE OF TEXAS

§
§
§

REGISTER NO. _____

I hereby certify that there is on file and of record in my office a Certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate, or duly authorized representative or attorney thereof, hereby assigns this Certificate to _____

_____/_____/_____
(Assignee's Social Security or Taxpayer Identification Number) (print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____
attorney, to transfer the registration of this Certificate on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

Section 6.03. Reserved.

Section 6.04. Legal Opinion.

The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, which may be executed in facsimile, or may be attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATE, DEPOSIT OF PROCEEDS

Section 7.01. Sale of the Certificate. The Certificate is hereby sold and shall be delivered to _____ (the "Initial Purchaser") at a price of \$18,000,000 (representing the par amount of the Certificate) in accordance with the terms of a Private Placement Letter of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous and reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized and directed to execute such Private Placement Letter on behalf of the City, and the Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificate. The Initial Certificate shall be registered in the name of the Initial Purchaser.

Section 7.02. Control and Delivery of Certificate.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificate shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund and the Construction Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund and the Construction Fund shall be credited to the respective Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

(a) The City covenants to take any action necessary to secure, or refrain from any action which would adversely affect, the treatment of the Certificate as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the projects financed therewith are so used, such amounts, whether

or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificate, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificate or the projects licensed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificate (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificate being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificate being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificate, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificate, other than investment property acquired with--

(i) proceeds of the Certificate invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificate is issued,

(ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificate;

(7) to otherwise restrict the use of the proceeds of the Certificate or amounts treated as proceeds of the Certificate, as may be necessary, so that the Certificate does not otherwise contravene the requirements of section 148 of the

Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificate) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificate has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to maintain such records as will enable the City to fulfill its responsibilities under this Section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificate.

In order to facilitate compliance with the above covenants (8) and (9), a "Rebate Fund" is hereby authorized to be established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is authorized to be established for the additional purpose of compliance with section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code as applicable to the Certificate, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificate, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Secretary and the chief financial officer of the City to execute any documents, certificates or reports required by the Code and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificate.

Section 9.03. Qualified Tax-Exempt Obligation.

The City hereby designates the Certificate as a "qualified tax-exempt obligation" for purposes of section 265(b) of the Code. In connection therewith, the City represents: (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2016, including the Certificate, which has been designated as a "qualified tax-exempt obligation" under section 265(b)(3) of the Code, does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2016 including the Certificates, will not exceed \$10,000,000. For purposes of this Section, the term "tax-exempt obligation" does not include "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all governmental units which are aggregated with the City under the Code.

Section 9.04. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificate has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.01. No Rule 15c2-12 Undertaking; Annual Financial Statements.

Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

The Certificate is being sold pursuant to a private placement with the Initial Purchaser, in denominations of generally \$100,000 or any integral multiple of \$5,000 in

excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Certificate. Accordingly, no contract to provide continuing disclosure information after the issuance of the Certificate has been made by the City with investors.

While the Certificates remain outstanding, unless waived by the Initial Purchaser, the City shall provide the following to the Initial Purchaser:

(a) Audited financial statements, to be provided within 180 days after the close of each City fiscal year ending on and after September 30, 2016, and

(a) Such other financial information regarding the City as the Initial Purchaser shall reasonably request.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 11.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificate or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificate shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01. Discharge and Defeasance. If the City shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificate, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar or any trust company or commercial bank that does not act as a depository for the City, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

Any money so deposited with the Paying Agent/Registrar or escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the City,

pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Further Procedures.

The Mayor, City Secretary and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the official seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable to carry out the terms and provisions of this Ordinance, the Certificates and the Private Placement Letter pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificates shall cease to be such officer before the delivery of the Certificates, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 13.02. Ordinance a Contract; Amendments.

The Ordinance shall constitute a contract with the Owners, from time to time, of the Certificate, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may amend the Ordinance without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) change the date specified as the date on which the principal of any installment of interest on any Certificate is due and payable, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Certificate or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of the Certificates required for consent to any amendment, addition, or waiver.

Section 13.03. Public Meeting.

It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meetings, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, TEXAS GOVERNMENT CODE, as amended.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 20th day of July, 2016.

Mayor
City of Manor, Texas

ATTEST:

City Secretary
City of Manor, Texas

[CITY SEAL]

EXHIBIT A

Paying Agent/Registrar Agreement

(See complete copy at Tab 8)



AGENDA ITEM NO. ⁷_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Lydia M. Collins

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

PRESENTATION: ☒ YES ☐ NO

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

Report

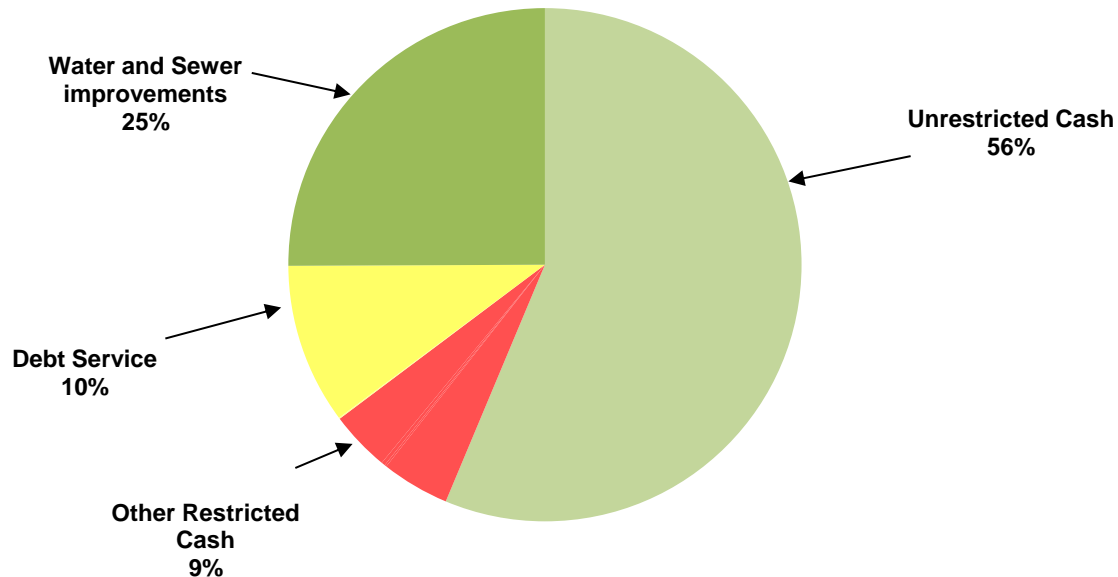
STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept the audited June, 2016 Monthly Financial Report.

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As of June 2016**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 1,767,943	\$ 4,532,403				\$ 6,300,346
Restricted:						
Tourism				480,105		480,105
Court security and technology	14,078					14,078
Rose Hill PID				26,034		26,034
Customer Deposits		423,934				423,934
Park	8,447					8,447
Debt service			1,130,053			1,130,053
Capital Projects						
Water and sewer improvements				2,804,392		2,804,392
TOTAL CASH AND INVESTMENTS	\$ 1,790,468	\$ 4,956,337	\$ 1,130,053	\$ 3,310,532	\$ -	\$ 11,187,389



Overview of funds:
 GF is in a favorable status.
 \$79,229.01 sales tax collected
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status



AGENDA ITEM NO. ⁸_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Ryan Phipps

DEPARTMENT: Police

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

This is to seek approval on our annual interlocal agreement with Travis County, to provide City of Manor 911 call taking and Emergency Dispatch Services.

PRESENTATION: ☐ YES ☒ NO

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

Cost Analysis
Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the interlocal agreement between City of Manor and Travis County for Emergency Law Enforcement Dispatch Services.

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



TCSO – Manor Dispatch Costs

Year	% Usage	Cost	Cost Model
2013	2.81%	\$50,906	75% of TCSO dispatch staffing expenses – Budget Salary & Benefits for occupied slots
2014	3.38%	\$66,545	75% of TCSO dispatch staffing expenses – Budget Salary & Benefits for occupied slots
2015	3.37%	\$74,010	75% of TCSO dispatch staffing expenses – Actual Salary, Benefits & overtime
2016	4.06%	\$92,583	100% of TCSO dispatch staffing expenses – Actual Salary, Benefits & overtime

Purposed Costing Model

Expense	Total	% Usage	% Cost	Description
Dispatch based on % of calls	\$3,023,411	4.06%	\$122,750	TCSO dispatch staffing expenses Salary, benefits, overtime
CAD Expenses based on % of total mobile licenses on the CAD server	\$774,624	4.36%	\$33,774	Travis County CAD expenses Warranties the system on the CAD server. Cost of maintain CAD (based on 8 mobile licenses)
CTECC Costs based on % of calls	\$1,527,493	4.06%	\$62,016	Travis County CTECC operating expenses – Costs for CTECC
Total			\$218,541	

**Interlocal Agreement between Travis County and the City of Manor
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Manor located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

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

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

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

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

THEREFORE, City and County agree to the following:

1.0 County Performance

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

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

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

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

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

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

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

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

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

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

2.0 City Performance

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

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

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

3.0 Duration of Agreement

3.1 Term. The term of this Agreement shall begin on October 1, 2016 and shall continue through September 30, 2017, unless sooner terminated by either party as provided herein.

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

4.0 Mobile Data Computer

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

5.0 Compensation to County.

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$92,583 (Ninety Two Thousand Five Hundred Eighty Three Dollars and No Cents) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2017.

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

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

6.0 Access to Records.

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

7.0 Release of Information

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

8.0 Amendments

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

9.0 Limitations and Liabilities

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

9.2 County shall not be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of City. In no event shall the

County be liable to the City for incidental, consequential, indirect, or punitive damages.

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

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

9.5 To the extent authorized by law, City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

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

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

County:

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

City:

Manor Police Department
201 East Parsons Drive
Manor, Texas 78653

10.0 Interlocal Cooperation Act.

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

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

Travis County

By: Sarah Eckhardt
Travis County Judge

Date: _____

City of Manor

By: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Ryan Phipps

DEPARTMENT: Police

AGENDA ITEM DESCRIPTION:

Consideration and possible action on a request for a variance from Ordinance 421, which establishes a safety zone for certain sex offenders.

BACKGROUND/SUMMARY:

It is important for the safety and comfort of our community to know offenders, that have offended against children, are not permitted in the "safety zones".

PRESENTATION: ☐ YES ☒ NO

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

Fabian paperwork

Ordinance 421

STAFF RECOMMENDATION:

It is City's staff's recommendation, that the City Council deny the request for variance to the City of Manor's Sex Offender Ordinance.

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



Manor Police Department

Ryan S. Phipps – Chief of Police

402 W. Parsons St.

Manor, Texas 78653

(512) 272-8177 Phone

www.cityofmanor.org

June 28, 2016

Christopher Fabian
12812 Carillion Way
Manor, Texas 78653

RE: Written Ruling per Section 6 Request for Variance of Manor Ordinance #421

Mr. Fabian,

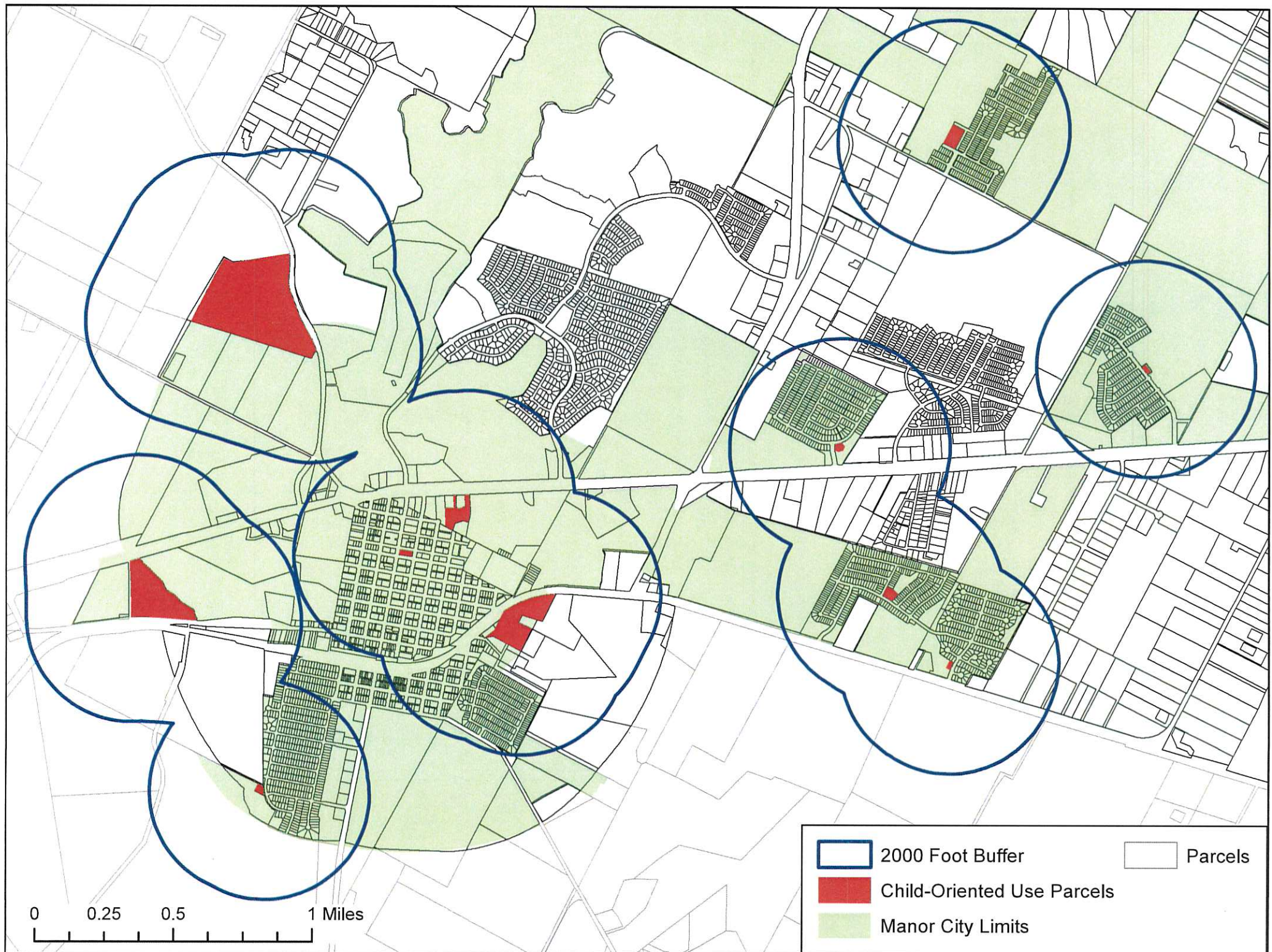
I have reviewed your request for a variance under section 6(c) of Manor City Ordinance #421 that regulates certain sex offenders from taking residence within 2000 feet of a place where children gather inside the Manor City limits.

I have also pulled the Travis County Tax role on the property located at 12812 Carillion Way, the property at which you wish to take residence. This document shows no current or prior ownership of property in your name.

This property is indicated by the Child Safety Zone Map (Exhibit "A") to be within the 2000 foot buffer of the community playground located on Ring Dr. and the other community playground located on Carriage Hills Dr. These properties clearly meet the definition set forth by the ordinance as a Child-Oriented use parcel or Premises where children commonly gather.

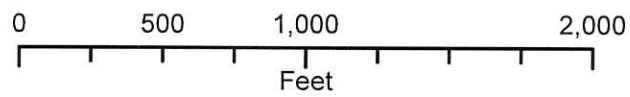
Therefore, after reviewing your request, property history data, the seriousness of the offense committed and the age of the victim; the request for a variance to Manor City Ordinance #421 is hereby respectfully denied.

Ryan S. Phipps
Chief of Police
Manor Police Department





-  2000 Foot Buffer
-  Property
-  Playgrounds



512-645-7109

Variance Request

Christopher Fabian
DOB: 9 May 1971
12812 Carillon Way
Manor, TX 78653

To all concerned:

I am requesting a variance to ordinance number 421 for residency within 2,000 ft. of premises where children gather. 12812 carillon way, Manor, TX, 78653 is the residence I am requesting. Previously in December of 2014 I lived there with my mother (Inez Mojica), until I met my now current wife. I, along with my ^{WIFE} have recently been living in El Paso, TX, where my wife is originally from. We have recently separated as we consider our future together. I have no family or contacts other than my wife in El Paso, so I returned home to my mom's house. I do not know what the future holds for my marriage but I feel being home will help me through the process and hopefully reconciliation, either here or in El Paso. During my previous stay at the same address I continually held a job and never had an occasion or reason for conflict with authorities for any reason and registered per guidelines. Also, I have applied for work with my previous employer and anticipate beginning within a week. My goal is reconcile my marriage, work and continue to be a productive citizen. I ask for your kindness and grant me this variance as I really have no other options and promise to comply with all rules and regulations. Thank you for your time and consideration.

Sincerely,

Christopher Fabian

P.S.

I need time cause my car is in the shop and need time to save money to have it fixed and money to go back to El Paso, Tx. where I am at with my wife. I'm not sure how long that will take to save the money and get back to El Paso, Tx.

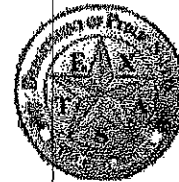
Christopher Fabian

July 5, 2016 deadline



Texas Department of Public Safety
TxDPS Sex Offender Registry

USER: Anonymous (0,0) SERVER: DPSWEB7 DATE:5/23/2016 3:25:38 PM LANG:ENGLISH (UNITED STATES)



[Home](#) | [Search](#)

FABIAN,CHRISTOPHER

SID 05031911
RISK LEVEL MODERATE
ENDING REGISTRATION DATE (PROJECTED) LIFETIME
VERIFICATION REQUIREMENT QUARTERLY
SEX MALE
RACE WHITE
ETHNICITY HISPANIC
HEIGHT 5'2"
WEIGHT 205 LBS
HAIR COLOR BLACK
EYE COLOR BROWN
SHOE SIZE 07.0
SHOE WIDTH UNKNOWN
NAME(S) FABIAN,CHRISTOPHER (PRIMARY)
FABIAN,CHRIS
FABIAR,CHRISTOPHER
FABIEN,CHRISTOPHER
BIRTH DATE(S) 05/09/1971 (PRIMARY)

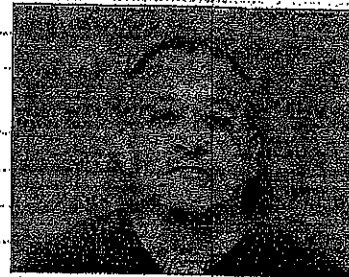


Photo-Reported
03/30/2016

Notices

DPS Cannot guarantee the records you obtain through this site relate to the person about whom you are seeking information. Searches based on names, dates of birth and other alphanumeric identifiers are not always accurate. The only way to positively link someone to a criminal record is through fingerprint verification.

The registry contains information as reported by the law enforcement agency that served as the offender's last Texas registration authority. Registrants who leave the state will have their last reported state/country of intended residence reflected in the address portion of their record. Registration information will remain on the web site until the duty to register has expired or other relief allowed by statute is granted. (Art. 62.101 and 62.251 Tx CCP)

DATE	EVENT TYPE	AGENCY
05/11/2016	VERIFICATION	EL PASO PD
10/31/2013	REGISTRATION	DEPT OF CRIMINAL JUSTICE HUNTSVILLE

Reported Information

ADDRESS 6111 SUN VALLEY DR TRLR 111
EL PASO TX 79924

Offenses

SEXUAL ASSAULT

STATUTE

TEXAS PENAL CODE 22.011 (A)(1)

VICTIM SEX

FEMALE

VICTIM AGE

30

DISPOSITION DATE

02/23/2011

JUDGMENT

2Y DISCHARGED FROM NOT REPORTED / UNKNOWN

SEXUAL ASSAULT OF A CHILD

STATUTE

TEXAS PENAL CODE 22.011 (A)(2)

VICTIM SEX

FEMALE

VICTIM AGE

15

DISPOSITION DATE

09/22/1999

JUDGMENT

3Y DISCHARGED FROM NOT REPORTED / UNKNOWN



Photo Reported - 05/07/2015



Photo Reported - 07/21/2014

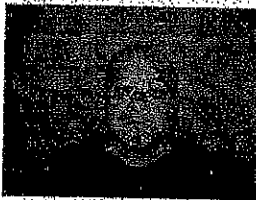


Photo Reported - 01/08/2014

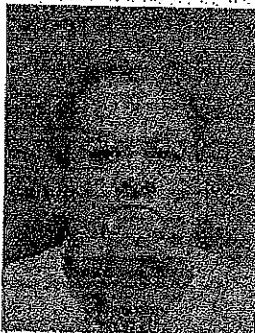


Photo Reported - 10/30/2013

ORDINANCE NO. 421

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, MAKING IT UNLAWFUL FOR CERTAIN PREDATOR SEX OFFENDERS TO RESIDE WITHIN 2,000 FEET OF PREMISES WHERE CHILDREN GATHER; MAKING IT UNLAWFUL TO PROVIDE A RESIDENCE TO CERTAIN PREDATOR SEX OFFENDERS IN PROHIBITED AREAS; PROVIDING AFFIRMATIVE DEFENSES, PROVIDING FOR A VARIANCE PROCESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF \$500.00; PROVIDING FOR AMENDMENT OF CONFLICTING PROVISIONS; PROVIDING PUBLICATION, AN EFFECTIVE DATE, AND OPEN MEETING CLAUSES.

WHEREAS, the City Council of the City of Manor, Texas (the "City") finds and declares that certain sex offenders are a serious threat to public safety and have a compelling interest to protect children from such individuals;

WHEREAS, the City Council finds that the recidivism rate for certain released predator sex offenders is alarmingly high, especially for those who commit their crimes against children;

WHEREAS, the City Council finds that restricting residential property available for certain predator sex offenders will provide safeguards for children gathering in the City;

WHEREAS, the City Council finds that a 2,000 foot safety zone for children should be established applicable to individuals convicted of certain sexual offenses requiring them to be registered on the Texas Department of Public Safety's Public Sex Offenders Database;

WHEREAS, Article 42.12(13B) of the Texas Code of Criminal Procedure provides a safety zone for children as a condition of probation for those convicted of certain sexual offenses; and

WHEREAS the City Council finds that prohibiting persons that have been convicted of certain sexual offenses from establishing temporary or permanent residences within 2,000 feet of places in the City where children gather is necessary for the public safety and will limit contact of such persons with children;

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

Section 1. Adoption of Findings of Fact. The findings and recitations set out in this ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council further finds that certain predator sex offenders are likely to repeat offenses, to have many more victims than are ever reported, and to be prosecuted for only a fraction of their actual sexual offenses. The City Council further finds that many children lack the ability to protect themselves from predator sex offenders. The Council further finds that the safety of children is paramount and the restrictions

provided in this Ordinance will serve the public safety of the children and the public welfare by providing some peace of mind to parents.

Section 2. Definitions. For the purposes of this Ordinance the following terms, words, and the derivation thereof shall have the meanings given herein.

- (a) *"Database."* The central database, also known as the Texas Department of Public Safety Public Sex Offender Database, required to be maintained by the Texas Department of Public Safety pursuant to Article 62.005 of the Texas Code of Criminal Procedure, as amended.
- (b) *"Day-care center."* A child care facility that is registered licensed or listed by the State of Texas.
- (c) *"Minor."* A minor is a person younger than seventeen (17) years of age.
- (d) *"Permanent Residence."* A place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.
- (e) *"Person."* Includes an individual, firm, corporation, or other business entity.
- (f) *"Premises where children commonly gather."* Including but not limited to, public parks, playgrounds, private and public schools, amusement arcades, video arcade facilities and youth centers, indoor and outdoor amusement centers that cater primarily to children, amusement parks, public swimming pools, child-care facilities, and day-care centers, as defined in Sections 341.064 and 481.134 of the Texas Health and Safety Code and Section 42.002 of the Texas Human Resources Code. For the purposes of this Ordinance, planted street medians are not public parks.
- (g) *"Recurring Visitor."* A person who on at least three (3) occasions during any month spends more than 48 consecutive hours in the City.
- (h) *"Registrant."* A person who has a reportable conviction or adjudication or who, pursuant to Chapter 62 of the Texas Code of Criminal Procedure, is required to register with the Texas Department of Public Safety's Database as a condition of parole, release to mandatory supervision, or community supervision.
- (i) *"Reportable conviction or adjudication."* A conviction or adjudication, including an adjudication of delinquent conduct or a deferred adjudication, that, regardless of the pendency of an appeal, is a conviction for or an adjudication for or based on those enumerated offenses set forth in Art. 62.001(5) of the Texas Code of Criminal Procedure, as amended.
- (j) *"Temporary Residence:"*

- (1) A place where a person abodes, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address; or
- (2) A place where a person routinely abodes, resides or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Section 3. Offenses.

(a) It shall be unlawful for a Registrant to establish a permanent residence or temporary residence within 2,000 feet of any premises where children commonly gather.

(b) It is unlawful for any person to lease, rent, or otherwise provide any residence, dwelling, place, structure, or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by a Registrant.

Section 4. Evidentiary Matters; Measurements.

(a) It shall be prima facie evidence that this Ordinance applies to a person if that person's record appears on the Database and the Database indicates that the victim was less than seventeen (17) years of age.

(b) For the purposes of determining the minimum distance separation, the distance shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather. Provided that, in the case of multiple residences on one property, measurement shall be from the nearest wall of the building or structure occupied or the parking/driveway, whichever is closer, following a straight line to the nearest property line of the premises where children commonly gather.

(c) In cases of a dispute over measured distances, it shall be incumbent upon the person challenging the measurement to prove otherwise.

(d) A map depicting the 2,000 foot child safety zones shall be maintained by the City and is attached hereto as an Exhibit A. The Chief of Police or their designee shall review, update or modify the map as deemed necessary. The map will be available to the public at the Manor Police Department.

Section 5. Affirmative Defenses and Exceptions. It is an affirmative defense to prosecution that any of the following conditions apply, provided that there is no court order in effect applicable to the Registrant that provides otherwise:

(a) The Registrant established the permanent or temporary residence and has complied with all of the sex offender registration laws of the State of Texas prior to the date of the adoption of this Ordinance.

(b) The Registrant was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.

(c) The Registrant is a minor.

(d) The premises where children commonly gather, as specified herein, within 2,000 feet of the Registrant's permanent or temporary residence, was opened after the Registrant established the permanent or temporary residence and the Registrant has complied with all sex offender registration laws of the State of Texas.

(e) The information on the Database is incorrect and if corrected, this Ordinance would not apply to the person who was erroneously listed on the Database.

Section 6. Request for Variance.

(a) A person may request a variance from the terms of this Ordinance based upon the grounds set forth herein.

(b) A request for a variance from the terms of this Ordinance shall be submitted in writing to the City Secretary and shall include the following information:

- (1) The person's name and address;
- (2) The offense(s) requiring registration on the Database for which the person was convicted;
- (3) Date(s) of conviction(s);
- (4) The specific grounds supporting the person's request for a variance; and
- (5) Any other information requested by the City.

(c) The Chief of Police may grant a variance request based upon the grounds set forth in Section 6. The Chief of Police shall issue a written ruling on a variance request within fifteen (15) business days of receiving a completed application. The Chief of Police's ruling may be appealed to the City Council by submitting a written request for appeal to the City Secretary within ten (10) days from the date of the Chief of Police's ruling or the deadline for issuance of a ruling, in the event the Chief of Police does not make a ruling within the required time period. Upon receipt of a written appeal, the City Secretary shall schedule the appeal for the next regularly scheduled City Council meeting for which notice can be lawfully posted.

(d) In addition to the grounds set forth in herein, the City Council may grant a variance if it finds that the facts and circumstances demonstrate that the Registrant's temporary or permanent residence within the child safety zone will not be a danger to children. A variance requested under this subsection (d) may be granted by the City Council only. A person who seeks a variance under this section shall apply for a variance as provided in Section 6(b). Upon receipt of a completed application, the City Secretary shall schedule the variance request for the next regularly scheduled City Council meeting for which notice can be lawfully posted. The person requesting the variance shall be notified of the City Council's decision in writing.

(e) A variance granted under this section may include waiving the application of Section 3 to the Registrant, or reducing the size of the safety zone as it applies to the Registrant.

Section 7. Penalty. Any person firm or corporation violating a provision of this Section shall be guilty of Class C misdemeanor and upon conviction of such violation shall be punished by a penalty not to exceed \$500.00 for each offense. Each day the violation continues shall constitute a separate offense.

Section 8. Amendment of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of a conflict herewith. In the event of a conflict between another ordinance of the City and this Ordinance, this Ordinance shall control.

Section 9. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code.

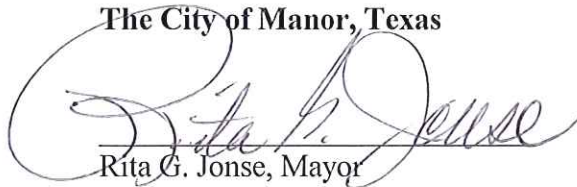
Section 11. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

PASSED AND APPROVED on first reading this the 20TH day of AUGUST, 2014.

Attest:



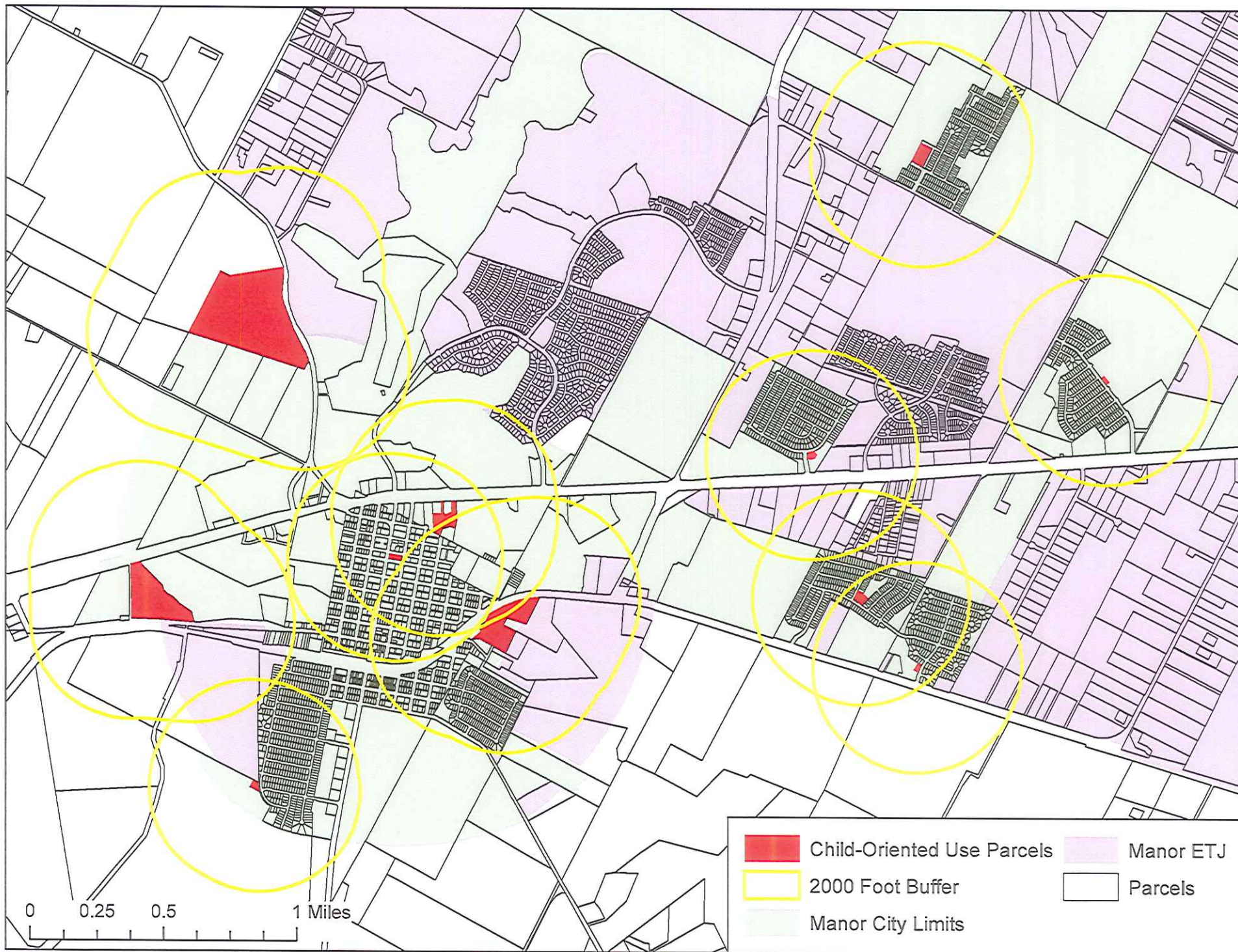
Frances M. Aguilar, City Secretary

The City of Manor, Texas


Rita G. Jonse, Mayor

Exhibit “A”

Child Safety Zone Map





AGENDA ITEM NO. 10

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a Hands Free Ordinance.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance, amending the Zoning Ordinance, rezoning Cottonwood Commercial South Lot 7B 2 Block A, locally known as 11401 US Hwy 290 East, from light commercial (C-1) district zoning to medium commercial (C-2) district zoning.

BACKGROUND/SUMMARY:

The applicant is seeking to rezone from Light Commercial to Medium Commercial but exclude all uses in Medium Commercial except Construction Sales and Services and Building Maintenance Services. The allowable uses will be all those in C-1 plus those 2 uses in C-2. They are looking to build two tenant lease space buildings and would like to have the option to lease to contractors. They maintain the C-1 limitations and conditions like prohibiting outdoor sales and storage.

PRESENTATION: ☐ YES ☒ NO

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

Request
Application
Map
Ordinance

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve a first reading of an ordinance, amending the Zoning Ordinance, rezoning Cottonwood Commercial South Lot 7B 2 Block A, locally known as 11401 US Hwy 290 East, from light commercial (C-1) district zoning to medium commercial (C-2) district zoning.

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

Manor Village Condominiums, Ltd.
2504a Kinney Rd.
Austin, TX 78704

May 16, 2016

To: The Planning and Zoning Commission of the City of Manor
Re: Zoning Change Request for Greater Texas Marketplace, to be located within
Greater Texas Center, 11401 Hwy. 290 E, Manor, Texas.

Greater Texas Center has endeavored to create a high quality, aesthetically pleasing development. The proposed Greater Texas Marketplace will continue this level of quality and aesthetics.

We believe there is a shortage of available space options for office, retail and trade businesses that want to serve the Manor market. Greater Texas Center's current zoning of C-1 does not allow some of the commercial uses that would benefit the community and still be compatible with the uses in the surrounding area. We are requesting a zoning change from C-1 to C-2 – with C-1 Conditions and Limitations (and existing uses) to remain in place - and excluding the following C-2 uses:

- Auto rental
- Auto repair services
- Auto sales
- Auto washing
- Bail bond services
- Campground
- Camp
- Carriage Stable
- Commercial blood plasma center
- Convenience storage
- Funeral services with crematory
- Marina
- Recreational Equipment sales
- Aviation services
- Cemetery
- Employee recreation
- Hospital Services
- Local utility services
- Parks and recreation services
- Sexually-Oriented Business



160516001

REZONING
CONDITIONAL USE
SPECIAL USE PERMIT
VARIANCE/WAIVER
APPEAL OF ADMINISTRATIVE DECISION
PLANNED UNIT DEVELOPMENT
DEVELOPMENT AGREEMENT
COMPREHENSIVE PLAN AMENDMENT

(CHECK APPROPRIATE BOX):

A variance/waiver/conditional use/special use request should be submitted at least four weeks prior to a meeting of the Planning and Zoning Commission or Board of Adjustment to provide for adequate time for staff review and analysis and posting and advertising as required for each application. The form must be completely filled out and all fees paid.

☒ **Zoning:** FROM C-1 Light Commercial District Zoning
TO: C-2 Heavy Commercial District Zoning
Zoning district categories listed on page 6. Please complete justification sections

Fee:	Zoning Request	\$300.00 + \$30.00 per acre
	Technology Fee	\$15.00
	Public Hearing Notice (paper)	\$150.00
	Property Owner notification	\$5.00 per property owner

☐ **Conditional Use Permit:** _____

Fee:	Conditional Use Permit	\$250.00
	Technology Fee	\$10.00
	Public Hearing Notice (paper)	\$150.00
	Property Owner notification	\$5.00 per property owner

☐ **Special Use Permit:** _____

Fee:	Special Use Request	\$250.00 + 30.00 per acre
	Technology Fee	\$10.00
	Public Hearing Notice (paper)	\$150.00
	Property Owner notification	\$5.00 per property owner

**Property Information:**

Cottonwood Commercial South	7B2	A	4.156
Subdivision Name	Lot(s) #	Block(s) #	Acreage
Current Zoning	C-1		
See Attached Legal Description			

Legal Description
(may be provided separately)

Applicant Information:

Please Note: The signature of owner authorizes City of Manor staff to visit and inspect the property for which this application and checklist is being submitted. The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. **Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.**

(Check One):

☐ I, the owner, will represent this application with the City of Manor.

☒ I, the owner, hereby authorize the person named below to act as my agent in representing this application with the City of Manor.

Manor Village Condominiums, LTD	512-751-1700	512-236-5176
Owner's Name (printed)	Phone	Fax
2504-A Kinney Road	Austin, TX 78704	
Owner's Address	City	State Zip
Stan McElroy	05/10/16	stan@stanmcelroy.com
Owner's Signature	Date	Email Address

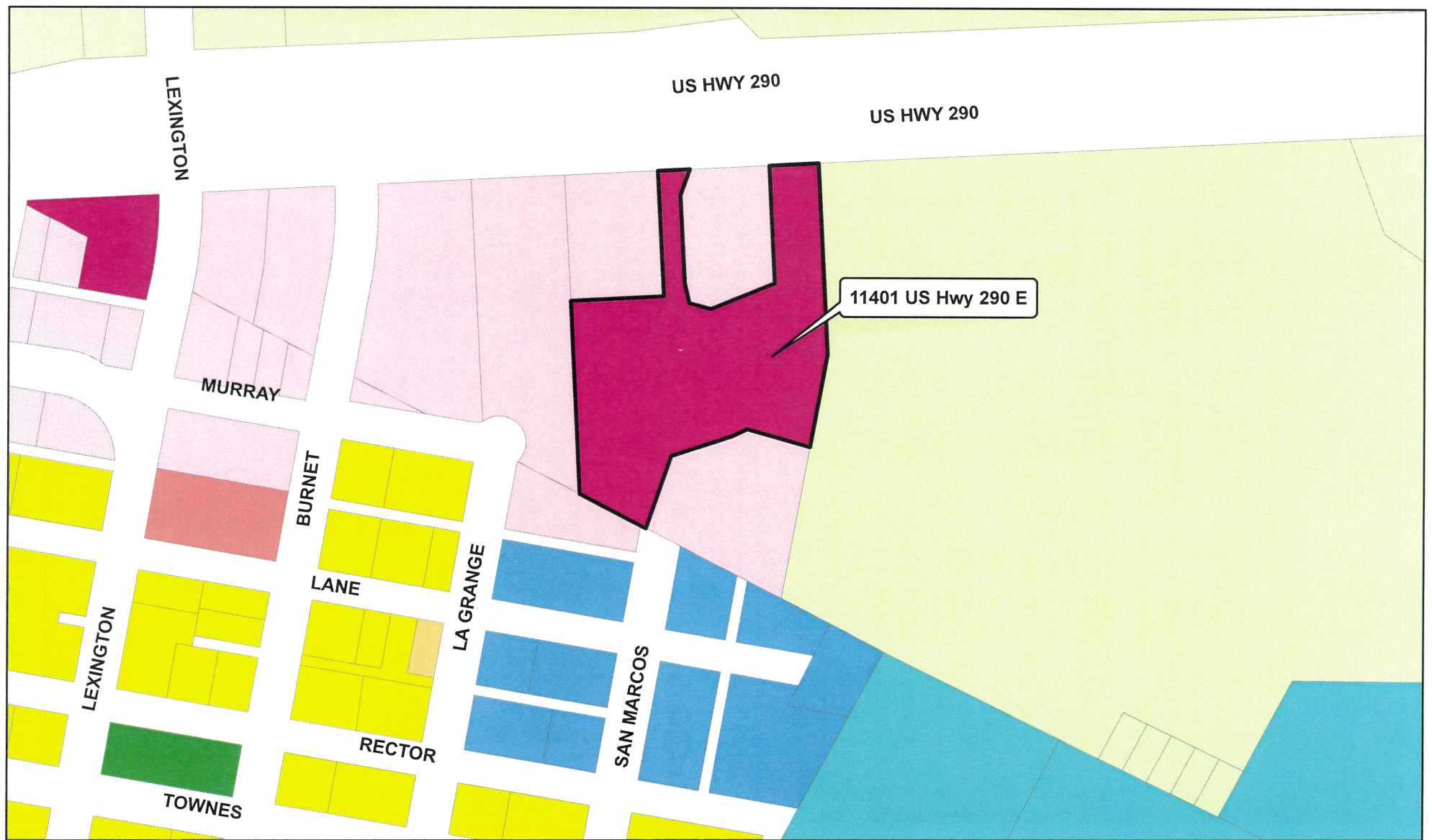
By signing this application Owner affirms that the statements made in the complete application are true and correct to best of his/her knowledge and belief.

Agent's Name: Pam Uhr

Company: PuhrSite LLC

Mailing Address: 2504-A Kinney Road Austin, TX 78704

512-657-0055			
Street	City	State	Zip
512-657-0055	pamuhr@puhrsite.com		
Phone	Fax	Email Address	



Proposed Zoning **Medium Commercial (C-2)**

Current Zoning - C-1 Light Commercial



1 inch equals 250 feet

Zone

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



ORDINANCE NO.

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

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

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

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

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

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

Section 2. Amendment of Zoning Ordinance. Ordinance No. 185, as amended, the City of Manor Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Medium Commercial (C-2). The Property is accordingly hereby rezoned to Medium Commercial (C-2).

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

PASSED AND APPROVED FIRST READING on this the 20th day of July 2016.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of August 2016.

ATTEST:

THE CITY OF MANOR, TEXAS

Frances Aguilar, City Secretary

Rita Jonse, Mayor

EXHIBIT “A”

Property Address: 11401 US Hwy 290 East, Manor, Travis County, Texas
Property Legal Description: Cottonwood Commercial South Lot 7B 2 Block A



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance, amending the Zoning Ordinance, rezoning Lots 8-10, Block 24 Town of Manor, locally known as 109 South Lexington Street, from light commercial (C-1) district zoning to downtown business District (DBD) zoning.

BACKGROUND/SUMMARY:

The applicant would like to rezone the lots where the Pinata Store is located from C-1 to Downtown Business District.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance

Zoning map

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve a first reading of an ordinance, amending the Zoning Ordinance, rezoning Lots 8-10, Block 24 Town of Manor, locally known as 109 South Lexington Street, from light commercial (C-1) district zoning to downtown business District (DBD) zoning.

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

ORDINANCE NO.

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

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

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

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

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

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

Section 2. Amendment of Zoning Ordinance. Ordinance No. 185, as amended, the City of Manor Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Downtown Business District (DBD). The Property is accordingly hereby rezoned to Downtown Business District (DBD).

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

PASSED AND APPROVED FIRST READING on this the 20th day of July 2016.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of August 2016.

ATTEST:

THE CITY OF MANOR, TEXAS

Frances Aguilar, City Secretary

Rita Jonse, Mayor

EXHIBIT “A”

Property Address: 109 South Lexington Street, Manor, Travis County, Texas


Property Legal Description: Lots 8-10 Blk 24 Town of Manor



Proposed Zoning
Downtown Business District
Current Zoning - C-1 Light Commercial

N
1 inch equals 125 feet

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





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an ordinance, amending Ordinance No. 263C; Subdivision Regulations to amend street widths, short form final plat requirements, and landscaping requirements; amending street widths to be in accordance with the adopted thoroughfare plan.

BACKGROUND/SUMMARY:

Street widths were amended in 263 C but there was a minor discrepancy in curb sizes from 18" to 24" resulting in 1' difference in pavement widths between the stated widths/diagrams and how a street would actually be constructed.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance

STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve an ordinance, amending Ordinance No. 263C; Subdivision Regulations to amend street widths, short form final plat requirements, and landscaping requirements; amending street widths to be in accordance with the adopted thoroughfare plan.

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

ORDINANCE NO. 263 D

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AMENDING STREET WIDTHS TO BE IN ACCORDANCE WITH THE ADOPTED THOROUGHFARE PLAN

WHEREAS, the ordinances of the City regulating development and subdivision of land within the City and its extraterritorial jurisdiction should be amended to better provide an attractive living environment and protect the health, safety and welfare of the present and future residents of the City; and

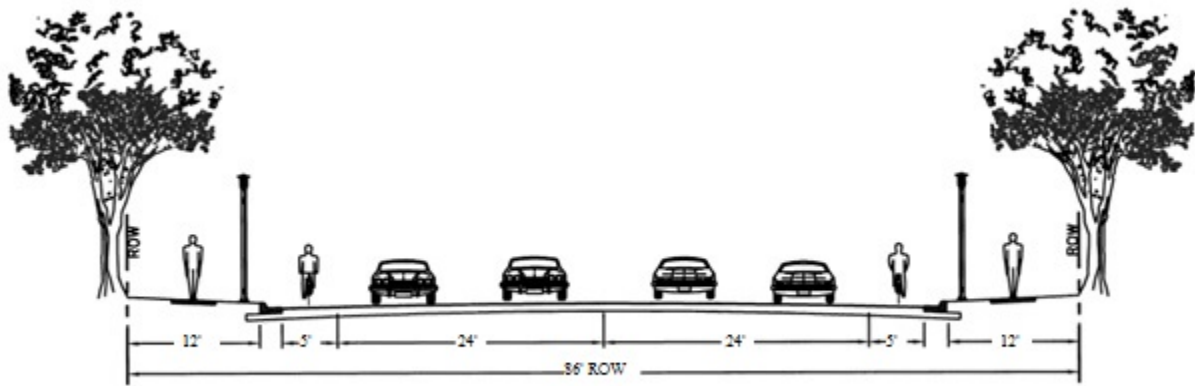
WHEREAS, there should be continuity between the adopted thoroughfare plan and the regulations governing the City;

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

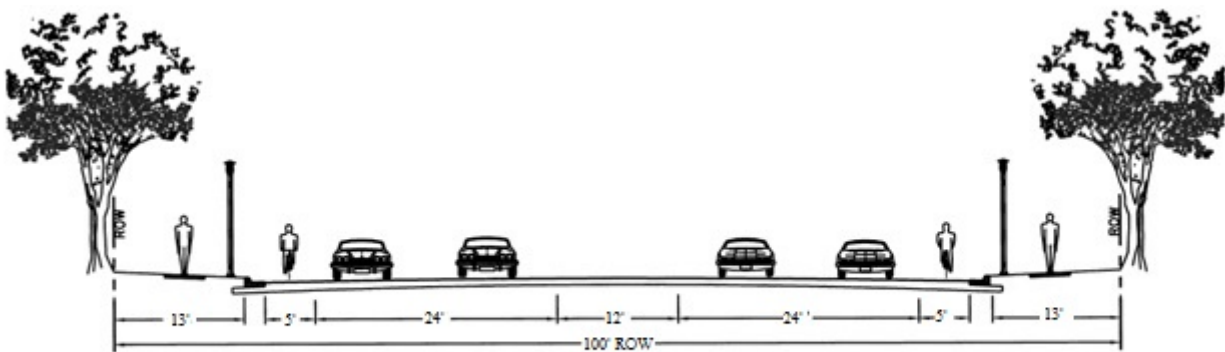
SECTION 1. Amendment of Section 6, Ordinance 263C, Subdivision Regulations. Section 6 is hereby amended in its entirety to read as follows:

- (12) Pavement widths and rights-of-way. Pavement widths, which shall be curb back to curb back, and rights-of-way shall be as follows:
- (i) Major Arterial streets shall have right-of-way widths and pavement widths in accordance with the following table and standard details:

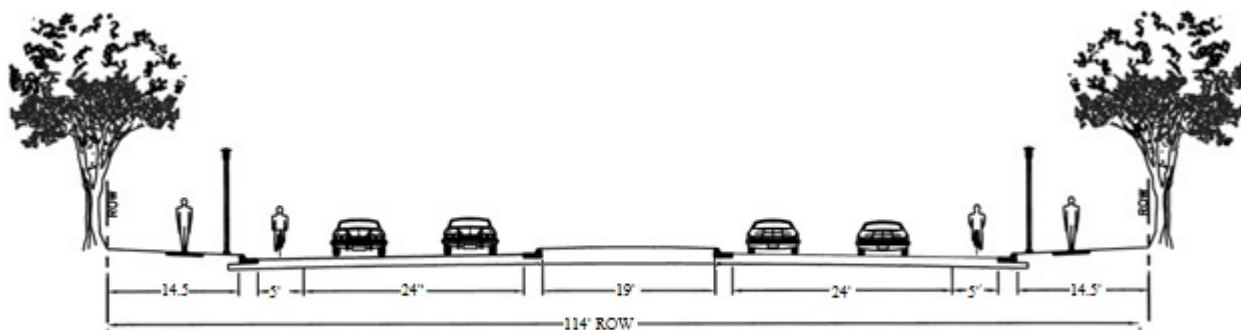
Street	Type	Lanes	Abbreviation	ROW Width	Pavement Width
Major Arterial	Undivided	4	MAU 4	86 feet	62 feet
Major Arterial	Undivided	5	MAU 5	100 feet	74 feet
Major Arterial	Divided	4	MAD 4	114 feet	66 feet
Major Arterial	Divided	6	MAD 6	140 feet	90 feet



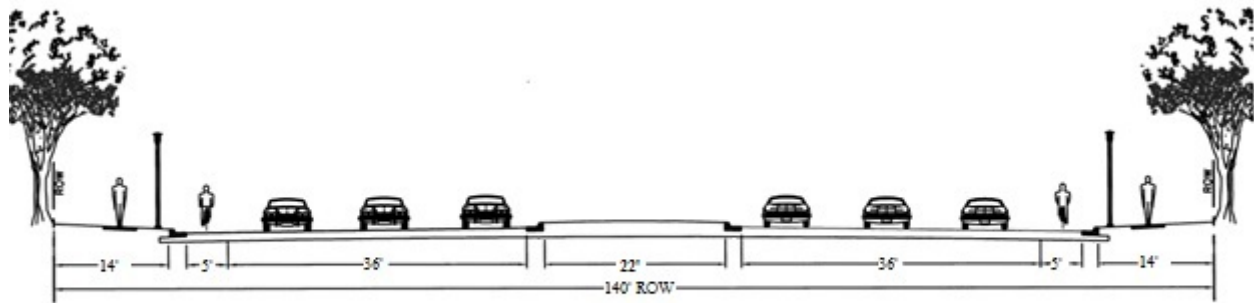
MAJOR ARTERIAL, UNDIVIDED, 4 LANES (MAU 4)



MAJOR ARTERIAL, UNDIVIDED, 5 LANES (MAU 5)



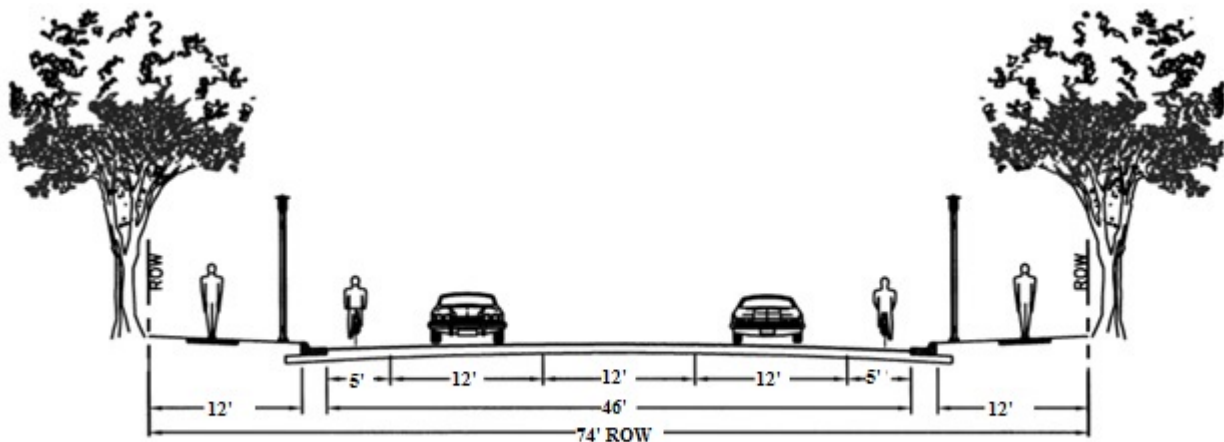
MAJOR ARTERIAL, DIVIDED, 4 LANES (MAD 4)



MAJOR ARTERIAL, DIVIDED, 6 LANES (MAD 6)

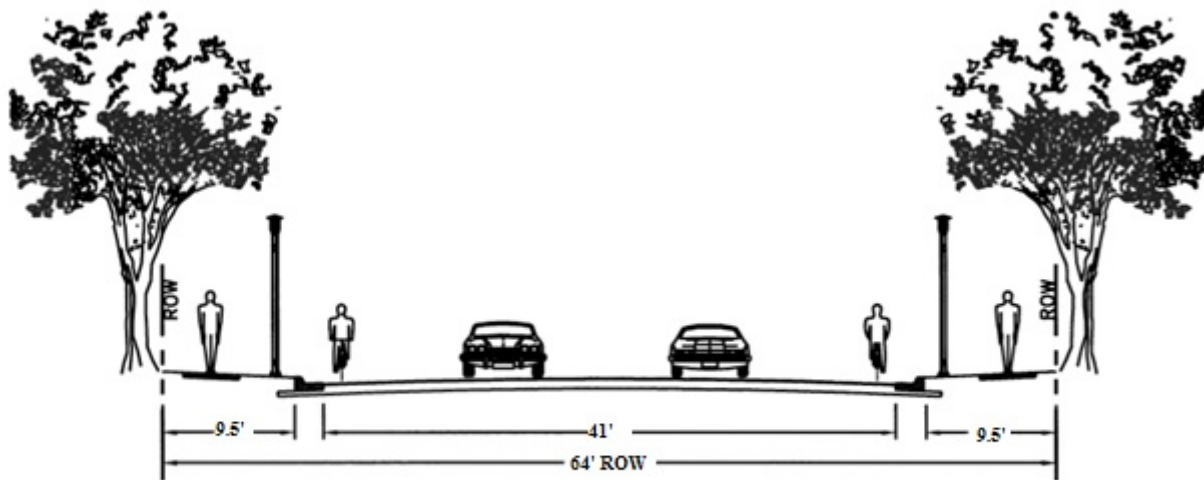
SCALE: N.T.S.

- (ii) Minor Arterial, 3 Lanes (MNR 3) streets shall have a right-of-way width of at least 74 feet, with a pavement width of at least 50 feet.



MINOR ARTERIAL, 3 LANES (MNR 3)

- (iii) Primary Collector streets shall have a right-of-way of at least 64 feet and a pavement width of at least 45 feet.



- (iv) Minor streets shall have a right-of-way of at least 50 feet with a pavement width of at least 31 feet.
- (v) Nonresidential marginal access streets shall have a right-of-way width of at least 60 feet and a pavement width of at least 36 feet.
- (vi) Residential marginal access streets shall have a right-of-way width of at least 50 feet and a pavement width of at least 31 feet

SECTION 2. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 20 DAY OF JULY, 2016.

APPROVED:

Rita G. Jonse, MAYOR

ATTEST:

Frances M. Aguilar, CITY SECRETARY



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 20, 2016

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action to consent to Assignment of the Further Amended and Restated Water Supply Agreement with Blue Water 130 Project to EPCOR.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City's staff's recommendation, that the City Council approve the Further Amended and Restated Water Supply Agreement with Blue Water 130 Project to EPCOR.

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



July 13, 2016

City of Manor
P.O. Box 387
105 E. Eggleston St.
Manor, Texas 78653
Attention: Tom Bolt City Manager

Re: Further Amended and Restated Water Supply Agreement (the "**Contract**") dated as of June 1, 2014 between Blue Water 130 Project, LP (the "**Partnership**") and the City of Manor, Texas (the "**Counterparty**").

Ladies and Gentlemen:

Please be advised that the Partnership has proposed to enter into an Asset Purchase Agreement (the "**Purchase Agreement**") pursuant to which the Partnership, at closing of the Purchase Agreement, will transfer substantially all the Partnership's assets, including the Contract, to EPCOR 130, Inc. (the "**Transaction**"). Pursuant to Section 16 of the Contract, the Partnership is required to obtain Counterparty's consent to an assignment of the Contract by the Partnership.

By executing this letter agreement in the space provided below, Counterparty and the Partnership agree effective as of the date of Counterparty's signature set forth on the signature page hereto, that Counterparty, on behalf of itself and its successors and assigns, hereby (i) acknowledges receipt of notice of the Transaction, (ii) consents to the assignment of the Contract for all purposes under the Contract, (iii) agrees that the consummation of the Transaction will not constitute a violation or default under any term or provision of the Contract, (iv) acknowledges that Counterparty has not given or received any notice of default under the Contract which remains uncured and neither Counterparty nor the Partnership is in default under the Contract, (v) acknowledges and agrees that the Contract will remain in full force and effect following the consummation of the Transaction and assignment of the Contract, (vi) acknowledges that, following the date of the assignment of the Contract, the Partnership shall no longer be liable for obligations contained in the Contract and (vii) waives any requirement in the Contract that this letter agreement be sent using a particular delivery method.


None of the parties hereto waives, alters or amends any of their respective rights under the Contract, or any other terms or conditions of the Contract, except as expressly set forth in this letter agreement. This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this letter agreement.

Signature page follows

Please acknowledge that this letter agreement accurately reflects the agreement between Counterparty and the Partnership regarding the matters set forth above by executing this letter agreement in the space provided below. Please do not hesitate to contact the Partnership's Chief Operating Officer, Patrick Reilly, at (512) 342-6819 with any questions regarding this letter agreement.

Sincerely,

BLUE WATER 130 PROJECT, LP

By: 
Name: Patrick Reilly
Title: Chief Operating Officer

Accepted and agreed as of the _____ day of _____, 2016:

CITY OF MANOR

By: _____
Name: _____
Title: _____