



**MANOR CITY COUNCIL
REGULAR MEETING
AGENDA
105 E. EGGLESTON STREET
MANOR, TEXAS 78653
SEPTEMBER 07, 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 August 17, 2016, City Council Regular Meeting.
2. Consideration, discussion, and possible action to approve the minutes for the August 31, 2016, City Council Special Meeting.

PUBLIC HEARING

3. Conduct the second public hearing on the FY 2016-2017 Proposed Annual Budget of the City of Manor, Texas.
4. Conduct the second public hearing on the proposed property tax rate for the City of Manor for FY 2016-2017.

REGULAR AGENDA

5. Consideration, discussion, and possible action on a proposed Automatic Meter Reading (AMR) Pilot Project.
6. Consideration, discussion, and possible action on a first reading of an Ordinance annexing 9.187 acres located in Travis County, Texas filed in the Travis County Official Public Records as Document No. 2006207224 and Document No. 2005187926 and Travis County Deed Records 622/450, locally known as 1211 E US Hwy 290 and 12219 E US Hwy 290.
7. Consideration, discussion, and possible action on a sign waiver from Ordinance 185 L Section 7(b)(i) Residential Subdivision Entry Signage to allow for 2 entry signs at 40 square feet for DR Horton – Stonewater.



AGENDA ITEM NO. ³_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 7, 2016

PREPARED BY: Lydia M. Collins

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Conduct the second public hearing on the FY 2016-2017 Proposed Annual Budget of the City of Manor, Texas.

BACKGROUND/SUMMARY:

PRESENTATION: ☒ YES ☐ NO

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

Proposed Budget

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the second public hearing on the FY 2016-2017 Proposed Annual Budget of the City of Manor, Texas.

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

Proposed Annual Budget

Fiscal Year 2016 - 2017



NOTE:

This Proposed Budget will raise \$421,556 (24.52%) more property tax revenues than last year's budget.



PROPOSED ANNUAL BUDGET FISCAL YEAR 2016-17

Original Budget Adopted: _____

Ordinance Number: _____

Amended Budget Adopted: _____

Ordinance Number: _____

FY 2015-16		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
2,971,812	489,283	2,482,529
0	452,363	(452,363)
722,510	1,454,255	(731,745)
1,073,201	255,232	817,969
408,578	388,673	19,905
64,816	2,567,078	(2,502,262)
-	375,618	(375,618)
-	-	-
5,240,917	5,982,502	(741,585)

AS OF: 31-July-16		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
2,971,812	378,807	2,593,005
0	340,217	(340,217)
722,510	1,045,711	(323,201)
1,073,201	218,588	854,613
408,578	367,386	41,192
64,816	1,839,739	(1,774,923)
-	375,618	(375,618)
-	-	-
5,240,917	4,566,066	674,851

GENERAL FUND

ADMINISTRATION
FINANCE DEPT.
STREET DEPT.
DEVELOPMENT SERVICES
MUNICIPAL COURT
POLICE DEPT.
IT DEPT.
TRANSFERS

GENERAL FUND TOTALS

FY 2016-17		
BUDGET REVENUES	BUDGET EXPENSES	NET
3,406,099	582,481	2,823,618
0	530,721	(530,721)
722,510	1,602,150	(879,640)
1,066,826	273,426	793,400
503,050	442,077	60,973
57,350	2,735,823	(2,678,473)
-	390,262	(390,262)
-	-	-
5,755,835	6,556,940	(801,105)

FUND BALANCES	
ESTIMATED 30-Sep-16	PROJECTED 30-Sep-17

0	309,014	(309,014)
1,300,436	1,145,734	154,702
1,178,300	1,028,979	149,321
-	-	-
2,478,736	2,483,727	(4,991)

0	220,951	(220,951)
908,995	767,288	141,706
830,163	517,142	313,021
-	-	-
1,739,158	1,505,381	233,777

UTILITY FUND

PUBLIC WORKS
WATER
WASTEWATER
TRANSFERS

UTILITY FUND TOTALS

0	342,659	(342,659)
2,222,985	1,633,541	589,444
1,914,577	1,075,122	839,455
-	-	-
4,137,562	3,051,322	1,086,240

7,719,653	8,466,229	(746,576)
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6,980,075	6,071,447	908,628
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TOTAL POOLED FUNDS

9,893,397	9,608,262	285,135
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824,025	1,109,160
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1,106,149	1,075,951	30,198
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1,135,543	1,071,964	63,580
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TOTAL DEBT SERVICE

2,187,304	2,174,604	12,700
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91,186	103,886
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9,950	38,126	(28,176)
7,450	51,800	(44,350)
-	35,000	(35,000)
23,676	9,000	14,676
115,200	-	115,200
340,200	180,000	160,200
-	-	-
-	-	-
496,476	313,926	182,550

9,821	38,126	(28,305)
7,366	51,800	(44,434)
100,564	11,043	89,520
34,111	22,350	11,761
154,866	0	154,866
306,453	172,707	133,746
-	-	-
-	-	-
613,180	296,026	317,154

RESTRICTED FUNDS

COURT TECH FUND
COURT BLDG SEC FUND
PID FEES
HOTEL OCCUPANCY
CAPT IMPACT-WATER
CAPT IMPACT-WW
PARK FUNDS
BOND FUNDS

RESTRICTED FUND TOTALS

10,500	3,000	7,500
7,500	-	7,500
-	-	-
31,000	9,000	22,000
191,150	-	191,150
401,250	20,000	381,250
-	-	-
-	-	-
641,400	32,000	609,400

46,674	54,174
12,518	20,018
20,000	20,000
359,632	381,632
1,430,464	1,621,614
1,707,536	2,088,786
8,410	8,410
-	-
3,585,234	4,194,634

9,322,278	9,856,106	(533,828)
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8,728,799	7,439,437	1,289,361
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GRAND TOTALS

12,722,101	11,814,866	907,235
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4,500,445	5,407,680
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The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

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

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



PROPOSED ANNUAL BUDGET SUMMARY FOR FISCAL YEAR 2016-17

Original Budget Adopted: _____
Ordinance Number: _____

Amended Budget Adopted: _____
Ordinance Number: _____

FUND	Existing FY 2015-2016 Amended Budget	PROPOSED FY 2016-2017 Municipal Budget	PROPOSED BUDGET DIFFERENCE
GENERAL FUND			
ADMINISTRATION			
REVENUES	2,971,812	3,406,099	434,287
EXPENSES	489,283	582,481	93,198
NET	2,482,529	2,823,618	341,089
FINANCE DEPARTMENT			
REVENUES	-	-	-
EXPENSES	452,363	530,721	78,358
NET	(452,363)	(530,721)	(78,358)
STREET DEPARTMENT			
REVENUES	722,510	722,510	-
EXPENSES	1,454,255	1,602,150	147,895
NET	(731,745)	(879,640)	(147,895)
DEVELOPMENT SERVICES			
REVENUES	1,073,201	1,066,826	(6,375)
EXPENSES	255,232	273,426	18,194
NET	817,969	793,400	(24,569)
MUNICIPAL COURT			
REVENUES	408,578	503,050	94,472
EXPENSES	388,673	442,077	53,404
NET	19,905	60,973	41,068
POLICE DEPARTMENT			
REVENUES	64,816	57,350	(7,466)
EXPENSES	2,567,078	2,735,823	168,745
NET	(2,502,262)	(2,678,473)	(176,211)
IT DEPARTMENT			
REVENUES	-	-	-
EXPENSES	375,618	390,262	14,644
NET		(390,262)	(390,262)
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
GENERAL FUND TOTALS			
REVENUES	5,240,917	5,755,835	514,918
EXPENDITURES	5,606,884	6,556,940	559,794
NET	(365,967)	(801,105)	(44,876)

FUND	Existing FY 2015-2016 Amended Budget	PROPOSED FY 2016-2017 Municipal Budget	PROPOSED BUDGET DIFFERENCE
UTILITY FUND			
PUBLIC WORKS			
REVENUES	-	-	-
EXPENSES	309,014	342,659	33,645
NET	(309,014)	(342,659)	(33,645)
WATER DEPARTMENT			
REVENUES	1,300,436	2,222,985	922,549
EXPENSES	1,145,734	1,633,541	487,807
NET	154,702	589,444	434,742
WASTEWATER DEPARTMENT			
REVENUES	1,178,300	1,914,577	736,277
EXPENSES	1,028,979	1,075,122	46,143
NET	149,321	839,455	690,134
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
UTILITY FUND TOTALS			
REVENUES	2,478,736	4,137,562	1,658,826
EXPENDITURES	2,483,727	3,051,322	567,595
NET	(4,991)	1,086,240	1,091,231
DEBT SERVICE TOTALS			
REVENUES	1,106,149	2,187,304	1,081,155
EXPENDITURES	1,075,951	2,174,604	1,098,653
NET	30,198	12,700	(17,498)

MUNICIPAL BUDGET TOTALS (exclusive of debt service)			
REVENUES	7,719,653	9,893,397	2,173,744
EXPENDITURES	8,090,611	9,608,262	1,127,389
NET	(370,958)	285,135	1,046,355



AGENDA ITEM NO. ⁴_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 7, 2016

PREPARED BY: Lydia M. Collins

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Conduct the second public hearing on the proposed property tax rate for the City of Manor, Texas for FY 2016-2017.

BACKGROUND/SUMMARY:

PRESENTATION: ☒ YES ☐ NO

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

Proposed Property Tax Rate

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the second public hearing on the proposed property tax rate for the City of Manor for FY 2016-2017.

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



TRAVIS COUNTY TAX OFFICE
BRUCE ELFANT
TAX ASSESSOR AND COLLECTOR

2016

Travis County Tax Office
TNT@traviscountytexas.gov
P 512 854 9473
F 512 854 5488
PO Box 1748
Austin, TX 78767

5501 AIRPORT BOULEVARD
AUSTIN, TX 78751
(512) 854-9473

2016 TAX RATE SUBMISSION

The deadline to adopt a tax rate is September 30. The deadline to submit the adopted tax rate to the Tax Office is October 1.

Texas Property Tax Code Section 26.16 Posting of Tax Rate on County's Internet Website

(a) The county assessor-collector for each county that maintains an Internet website shall post on the website of the county the following information for the most recent five tax years beginning with the 2016 tax year for each taxing unit all or part of the territory of which is located in the county:

- (1) the adopted tax rate;
- (2) the maintenance and operations rate;
- (3) the debt rate;
- (4) the effective tax rate;
- (5) the effective maintenance and operations rate; and
- (6) the rollback tax rate.

(b) Each taxing unit all or part of the territory of which is located in the county shall provide the information described by Subsection (a) pertaining to the taxing unit to the county assessor-collector annually following the adoption of a tax rate by the taxing unit for the current tax year. The chief appraiser of the appraisal district established in the county may assist the county assessor-collector in identifying the taxing units required to provide information to the assessor-collector.

As prescribed by Texas Property Tax Code Section 26.16, please provide your tax rate information by completing and returning this form. The form is formatted as a PDF form. You may complete the form electronically by clicking Submit or emailing it as an attachment; or you may print it, complete it manually, and mail or fax it. We must have your completed form in our office not later than October 1. **Please input rates per \$100 of property value.**

Select or type the name of your jurisdiction:

Taxing Unit

City of Manor

2016 Adopted Total Tax Rate	<input type="text" value=".7738"/>	/\$100
2016 Adopted Maintenance and Operations Rate	<input type="text" value=".4381"/>	/\$100
2016 Adopted Debt Rate	<input type="text" value=".3357"/>	/\$100
2016 Effective Tax Rate	<input type="text" value=".6276"/>	/\$100
2016 Effective Maintenance and Operations Rate	<input type="text" value=".3863"/>	/\$100
2016 Rollback Tax Rate	<input type="text" value=".8748"/>	/\$100

We must have a copy of your signed order, ordinance or resolution that sets your tax rate(s) in our office not later than October 1. You may email your signed tax rate document(s) along with this form, in a separate email, or you may mail or fax it. Please indicate your method of delivery if you are not submitting this form and your signed tax rate document(s) together in one correspondence.

Form completed by (your name)

Date



AGENDA ITEM NO. 5

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 7, 2016

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a proposed Automatic Meter Reading (AMR) Pilot Project.

BACKGROUND/SUMMARY:

In 2013 an evaluation of various AMR and Automatic Meter Reading Infrastructure (AMI) system features, benefits and costs was conducted by the City for selection of a suitable standard meter for all new water services within the City. As a result of the evaluation, Neptune meters were selected as the standard City meter.

This proposed pilot project will extend the meter program to include up to 250 AMR meters that will replace old existing meters within the City. The program will include provision of necessary hardware, software and training to implement a 250-meter pilot program to verify the efficacy of the supplied technology for the City of Manor. Meter installations will be performed by City Staff.

PRESENTATION: ☒ YES ☐ NO

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

AMR metering system proposal

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed Automatic Meter Reading (AMR) Pilot Project.

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

CITY OF MANOR
STOCK-ROUND ROCK
PO BOX 387
MANOR TX 78653
Telephone: 512-272-5555
Fax: 512-272-8636

AUSTIN TX
1301 West Wells Branch Pkwy
Pflugerville TX 78660
Telephone: 512-990-8470
Fax: 512-990-0069

8/12/16 Bid ID: 4575958 MANOR-NEW METER INSTALL PROJECT Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
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HD SUPPLY WATERWORKS
1301 WELLS BRANCH PARKWAY
PFLUGERVILLE, TEXAS 78660
PH. (512)990-8470
FAX (512)990-0069

JOB: MANOR METER PROJECT
OWNER:
ENGINEER:
BID DATE: 8/15/16
BID #

- PRICES FIRM FOR 30 DAYS
BASED ON QUANTITIES QUOTED,
ANY ADDITIONS WILL BE
NEGOTIATED.
- NO ADDENDUMS ACKNOWLEDGED
UNLESS OTHERWISE NOTED.
- PIPE PRICES ARE SUBJECT TO
AVAILABILITY
- PIPE PRICES QUOTED ARE GOOD
IF ORDERED BY

Bid Item 1

350	250	EA	METER ORDER QTY ESTIMATED ORDER START EITHER WAY METER PRICE WILL BE SAME FOR ANY QUANTITY ORDERED AS BELOW AND SOFTWARE/DAT READER FREE NEPTUNE 5/8X3/4 T10 ED2B31RWG3 METER ENHANCED, R9001, PIT, STUB ANT PLASTIC BOTTOM, GALS, NO LEAD	195.00	48,750.00
400	1	EA	6 MONTH MAINTENANCE AGREEMENT FOR THE MRX920 AND ARB N-SIGHT	900.00	900.00

CITY OF MANOR
 STOCK-ROUND ROCK
 PO BOX 387
 MANOR TX 78653
 Telephone: 512-272-5555
 Fax: 512-272-8636

AUSTIN TX
 1301 West Wells Branch Pkwy
 Pflugerville TX 78660
 Telephone: 512-990-8470
 Fax: 512-990-0069

8/12/16 Bid ID: 4575958 MANOR-NEW METER INSTALL PROJECT Page 2

Line	Quantity	Sell Per	Description	Net Price	Extended Price
			SOFTWARE WHICH INCLUDES UPDATE S ON ARB N-SIGHT SOFTWARE AND ANY ASSOCIATED TRAINING NEEDED FOR THE MRX920 DATA COLLECTOR		
370	1	EA	MRX920 WITH DL WITH LAPTOP	N/C	N/C
380	1	EA	ARB N-SIGHT SOFTWARE	N/C	N/C

Bid Item Sub-total: 49,650.00

Subtotal: 49,650.00

Tax: .00

Bid Total: 49,650.00

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and /or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS; AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 6, 8, 9, 10, 11 and 12.



AGENDA ITEM NO. 6

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 7, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance annexing 9.187 acres located in Travis County, Texas filed in the Travis County Official Public Records as Document No. 2006207224 and Document No. 2005187926 and Travis County Deed Records 622/450, locally known as 1211 E. US Hwy. 290 and 12219 E. US Hwy .290.

BACKGROUND/SUMMARY:

9 acres at the SE corner of 290 and 973 were petitioned to be annexed. The petition was accepted, 2 public hearings were held with no objections, 2 readings of the draft municipal service plan were held with no objections. This the first of 2 readings of the ordinance to annex the property.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance

Exhibit A - property descriptions and map

Exhibit B - Municipal Service Plan

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance annexing 9.187 acres, locally known as 1211 E. US Hwy. 290 and 12219 E. US Hwy .290.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 9.187 ACRES OF LAND, MORE OR LESS, THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City of Manor, Texas (“the City”) is home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

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

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

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

WHEREAS; two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov’t. Code*;

WHEREAS; notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than (10) days prior to the public hearings;

WHEREAS; the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”

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

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

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

All portions of that certain tract or parcel of land not previously annexed into the city limits, being 9.187 acres, more or less, located in Travis County, Texas filed in the Travis County Official Public Records as Document No. 2006207224 and Document No. 2005187926 and Travis County Deed Records 622/450 being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED first reading on this the 7th day of September, 2016

SECOND AND FINAL READING on this the 21st day of September, 2016

ATTEST:

THE CITY OF MANOR, TEXAS

Frances Aguilar, City Secretary

Rita Jonse, Mayor

EXHIBIT “A”

Property description: +/- 9.187 acres

EXHIBIT “B”

Approved municipal Service Plan

Exhibit "A"

County: Travis
Project: Son Tan Ma
Project No. 050806

FIELD NOTES

ALL OF THAT CERTAIN 2.50 ACRE TRACT OR PARCEL OF LAND, SITUATED IN THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 2.50 ACRE TRACT OF LAND RECORDED IN THE NAME OF SON TAN MA IN VOLUME 99845, PAGE 595 OF THE TRAVIS COUNTY DEED RECORDS (T.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the northwesterly corner of said 2.50 acre tract, said iron rod being the northeasterly corner of a called 3.62 acre tract of land recorded in the name of Bille J. and Barbara K. Lynas in Volume 6153, Page 2376 of the T.C.D.R., also being on the southerly Right-of-Way (R.O.W.) line of U.S. Highway 290, from which a concrete monument found bears South 89 degrees 30 minutes 16 seconds West, a distance of 161.20 feet;

Thence, with the northerly line of said 2.50 acre tract and the southerly R.O.W. line of said U.S. 290, North 89 degrees 20 minutes 00 seconds East, a distance of 204.47 feet to a 1/2-inch iron rod found for the northeasterly corner of said 2.50 acre tract, said iron rod being the northwesterly corner of a called 10.00 acre tract of land recorded in the name of Odeen Hibbs in Document Number 2002010174 of the Official Public Records of Travis County (O.P.R.T.C.);

Thence, with the easterly line of said 2.50 acre tract and the westerly line of said 10.00 acre tract, South 06 degrees 27 minutes 38 seconds West, a distance of 597.13 feet to a 1/2-inch iron rod found for the southeasterly corner of said 2.50 acre tract and the southwesterly corner of said 10.00 acre tract, said iron rod being on the northerly line of a called 105.50 acre tract of land recorded in the name of George Bell in Volume 869, Page 550 of the T.C.D.R.;

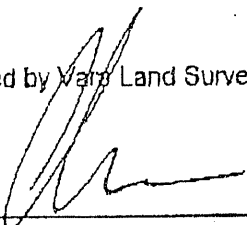
Thence, with the southerly line of said 2.50 acre tract and the northerly line of said 105.50 acre tract, North 72 degrees 36 minutes 24 seconds West, a distance of 68.10 feet to a 1/2-inch iron rod found for the most southerly southwest corner of said 2.50 acre tract, said iron rod also being the most easterly southeast corner of the aforesaid 3.62 acre tract;

Thence, with the common line of said 2.50 acre tract and said 3.62 acre tract the following three (3) courses and distances;

1. North 15 degrees 05 minutes 04 seconds East, a distance of 39.98 feet to a 1/2-inch iron rod found for a corner point;
2. North 71 degrees 38 minutes 30 seconds West, a distance of 145.67 feet to a 5/8-inch iron rod found for a corner point;

3. North 06 degrees 31 minutes 16 seconds East, a distance of 489.28 feet to the POINT OF BEGINNING and containing 2.50 acres of land, more or less.

Prepared by Vara Land Surveying, Inc.



Alan J. Horton

Registered Professional Land Surveyor No. 5768

Date: September 9, 2005



Bearing Basis: The bearings described herein are based on the northerly line of said 2.50 acre tract, being North 89 degrees 20 minutes 00 seconds East.

VARA LAND SURVEYING, INC.

Ph: (512) 838-2622

September 9, 2005

050806.doc

Exhibit "A"

County: Travis
Project: Lynas Tract
Project No. 0060808

FIELD NOTES

ALL OF THAT CERTAIN 3.62 ACRE TRACT OR PARCEL OF LAND, SITUATED IN THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT 315, TRAVIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 3.62 ACRE TRACT OF LAND RECORDED IN THE NAME OF BILLIE J. AND BARBARA K. LYNA IN VOLUME 6153, PAGE 2376 OF THE TRAVIS COUNTY DEED RECORDS (T.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found for the northeasterly corner of said 3.62 acre tract, said iron rod being the northwesterly corner of a called 2.50 acre tract of land recorded in the name of Greenview Development 973, LP in Document Number 2005187926 of the Official Public Records of Travis County (O.P.R.T.C.), said iron rod also being on the southerly Right-of-Way (R.O.W.) line of U.S. Highway 290;

Thence, with the easterly line of said 3.62 acre tract and the westerly line of said 2.50 acre tract the following three (3) courses and distances;

1. South 6 degrees 48 minutes 05 seconds West, a distance of 489.28 feet to an iron rod found;
2. South 71 degrees 21 minutes 41 seconds East, a distance of 145.67 feet to an iron rod found;
3. South 15 degrees 21 minutes 53 seconds West, a distance of 39.95 feet to an iron rod found for the most easterly southeast corner of said 3.62 acre tract, said iron rod being the most southerly southwest corner of said 2.50 acre tract, also being on the northerly line of a called 104.61 acre tract of land recorded in the name of Greenview Development Greenbury, LP, in Document Number 2005237215 of the O.P.R.T.C.;

Thence, with the southerly line of said 3.62 acre tract and the northerly line of said 104.61 acre tract, North 74 degrees 24 minutes 45 seconds West, a distance of 58.17 feet to an iron rod found for an angle point in the southerly line of said 3.62 acre tract, said iron rod being the northwesterly corner of said 104.61 acre tract and the northeasterly corner of a called 39.15 acre tract of land recorded in the name of Greenview Development 973, LP, in Document Number 2005187773 of the O.P.R.T.C.;

Thence, continuing with the southerly line of said 3.62 acre tract and the northerly line of said 39.15 acre tract the following three (3) courses and distances;

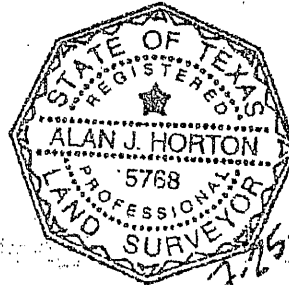
1. North 60 degrees 02 minutes 10 seconds West, a distance of 533.32 to an iron rod found;
2. North 55 degrees 43 minutes 44 seconds West, a distance of 64.69 feet to a 60-d nail found in fence post;
3. North 9 degrees 04 minutes 50 seconds East, a distance of 66.84 feet to an iron rod found for the most westerly northwest corner of said 3.62 acre tract, said iron rod being the most northerly corner of said 39.15 acre tract, also being on the southeasterly cutback line of said U.S. Highway 290 and F.M. 973;

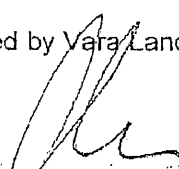
06

Thence, with the northwesterly line of said 3.62 acre tract and said southeasterly cutback line, North 60 degrees 35 minutes 26 seconds East, a distance of 379.07 feet to a concrete monument found for an angle point on the northerly line of said 3.62 acre tract, said concrete monument being the intersection of said southeasterly cutback line with the southerly R.O.W. line of said U.S. 290;

Thence, with the northerly line of said 3.62 acre tract and the southerly R.O.W. line of said U.S. 290, North 89 degrees 52 minutes 42 seconds East, a distance of 161.25 feet to the POINT OF BEGINNING and containing 3.62 acres of land, more or less.

Prepared by Vara Land Surveying, Inc.




Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: July 25, 2006

Bearing Basis: The bearings described herein are based on the northwesterly line of said 3.62 acre tract, being North 60 degrees 35 minutes 26 seconds East.

VARA LAND SURVEYING, INC.

Ph: (512) 836-2622

July 25, 2006

060808-mb.doc

EXHIBIT A

County: Travis
Tract No.: 1
Highway: F.M. 973 from US 290 to Old Hwy 20
RCSJ: 1200-03-_____
CSJ: 1200-03-038
Owner: State of Texas

PROPERTY DESCRIPTION FOR TRACT 1

ALL OF THAT CERTAIN 3.017 ACRE (131,422 S.F.) TRACT OR PARCEL OF LAND SITUATED IN THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE EXISTING TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY (R.O.W.) AT THE SOUTHEAST INTERSECTION OF U.S. HIGHWAY 290 AND F.M. 973, CONVEYED TO THE STATE OF TEXAS FROM MRS. CECIL HAGUE IN VOLUME 622, PAGE 450 OF THE TRAVIS COUNTY DEED RECORDS (T.C.D.R.) AND AWARDED IN JUDGEMENT OF CONDEMNATION AGAINST J.M. ASHMORE AND WIFE IN VOLUME K, PAGE 35 OF THE CIVIL MINUTES OF TRAVIS COUNTY (C.M.T.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found being 743.74 feet left of proposed Texas Department of Transportation (TxDOT) F.M. 973 centerline station 13+73.34 for the northeasterly corner of a called 3.62 acre tract of land recorded in the name of Greenvue Development 973, LP in Document Number 2006207224 of the Official Public Records of Travis County (O.P.R.T.C.), said iron rod being on the southerly R.O.W. line of U.S. Highway 290, said iron rod also being the northwesterly corner of a called 2.50 acre tract of land recorded in the name of Greenvue Development 973, LP in Document Number 2005187926 of the O.P.R.T.C., from which, an iron rod found for a back corner of said 3.62 acre tract bears South 04 degrees 25 minutes 04 seconds West, a distance of 489.28 feet;

Thence, with the northerly line of said 3.62 acre tract and the southerly R.O.W. line of said U.S. Highway 290, South 87 degrees 29 minutes 40 seconds West, a distance of 161.25 feet to a Type I monument found being 604.45 feet left of proposed Texas Department of Transportation (TxDOT) F.M. 973 centerline station 14+54.59, said monument being the intersection of the southerly R.O.W. line of said U.S. Highway 290 with the northeasterly line of said F.M. 973, said monument also being an angle point on the northerly line of said 3.62 acre tract, for the **POINT OF BEGINNING** of the herein described tract;

Thence, with the existing southerly R.O.W. line of said F.M. 973 and the northwesterly line of said 3.62 acre tract and the northwesterly line of a called 39.15 acre tract of land recorded in the name of Greenvue Development 973, LP in Document Number 2005187773 of the O.P.R.T.C., South 58 degrees 12 minutes 25 seconds West, passing at a distance of 379.07 feet to an iron rod found for the northwesterly corner of said 3.62 acre tract and the northeasterly corner of said 39.15 acre tract, in all, a distance of 989.30 feet to a 1/2-inch iron rod set with TxDOT aluminum cap, from which a

Type I monument found (disturbed) for an angle point on the on the existing easterly Right-of-Way (R.O.W.) line of said F.M. 973 bears South 58 degrees 12 minutes 25 seconds West, a distance of 26.05 feet, said monument also being an angle point on the westerly line of said 39.15 acre tract;

Thence, through and across said TxDOT R.O.W. and with the proposed TxDOT R.O.W., the following three (3) courses and distances;

1. North 26 degrees 39 minutes 25 seconds East, a distance of 381.38 feet to a 1/2-inch iron rod set with TxDOT aluminum cap (to be replaced by TxDOT Type II monument after acquisition);
2. North 54 degrees 43 minutes 50 seconds East, a distance of 273.21 feet to a 1/2-inch iron rod set with TxDOT aluminum cap (to be replaced by TxDOT Type II monument after acquisition);
3. North 87 degrees 06 minutes 05 seconds East, a distance of 447.27 feet to the **POINT OF BEGINNING** and containing 3.017 acres (131,422 S.F.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface. Combined scale factor = 1.00003.

THE STATE OF TEXAS

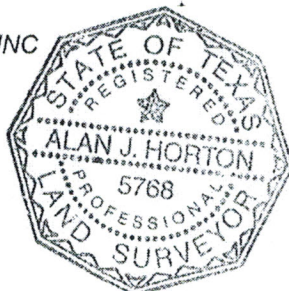
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

VARA LAND SURVEYING, INC
3000 Joe DiMaggio Blvd., Ste. 75
Round Rock, Texas 78665
Ph: (512) 836-2622
Tract 1.doc





Alan J. Horton
Registered Professional Land Surveyor
No. 5768 – State of Texas
Date: December 16, 2008



//// Subject Properties

City Limits

1 inch = 500 feet

Proposed Annexation Properties

9.187 Acres



**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF MANOR**

WHEREAS, the City of Manor, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owner(s) of the subject property agree they will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

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

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "R-1" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the

City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

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

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

C. Maintenance of streets and rights-of-way as appropriate as follows:

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

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

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

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

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

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 7, 2016

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a sign waiver from Ordinance 185 L Section 7(b)(i) Residential Subdivision Entry Signage to allow for 2 entry signs at 40 square feet for DR Horton – Stonewater.

BACKGROUND/SUMMARY:

Stonewater subdivision began construction of 2 monument entry signs without obtaining permits and having them reviewed by city staff. Subsequently they were found to be in violation of the allowable size and number of signs. They are permitted 32 square feet and 1 sign. They are seeking 40 square feet and 2 signs. They have submitted a sign that complies at 32 square feet but are still requesting a waiver review as other subdivisions have larger signage.

PRESENTATION: ☐ YES ☒ NO

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

Waiver request

Architectural/sign details

Picture

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council deny the waiver request. They've demonstrated an ability to comply with the ordinance without hardship.

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

Keith Cavet Landscape Architect

Landscape Architecture :: Site Planning :: Sustainable Design

July 10, 2016

Mr. Scott Dunlop, Planning Coordinator
City of Manor Development Services
105 E. Eggleston Street
Manor, TX

RE: Request for waiver of Ordinance No. 185 L – Sign Ordinance

Dear Mr. Dunlop:

On behalf of my client D.R. Horton I respectfully request a waiver of the sign ordinance for the new Stonewater subdivision entry sign to be located at the intersection of CR 973 and Tinajero Way now under construction.

The reason for our request is based on the fact that our entry had to be set back unusually far from CR 973 due to the proposed future widening of CR 973. Please see attached photograph.

We are requesting this waiver to allow for the following:

- Sign Face area exceeding the 32 s.f. maximum allowed sign face area. Our proposed sign face takes up an area of 40 s.f. If you won't allow for this then would you allow for 35 s.f. thus allowing for the subdivision name "Stonewater" but omission of the words "A D.R. Horton Community" below it.

The primary entry sign of nearby ShadowGlen subdivision has a sign face area exceeding 89 s.f. and is set back half the distance from US 290 than our entry sign sets back from CR 973.

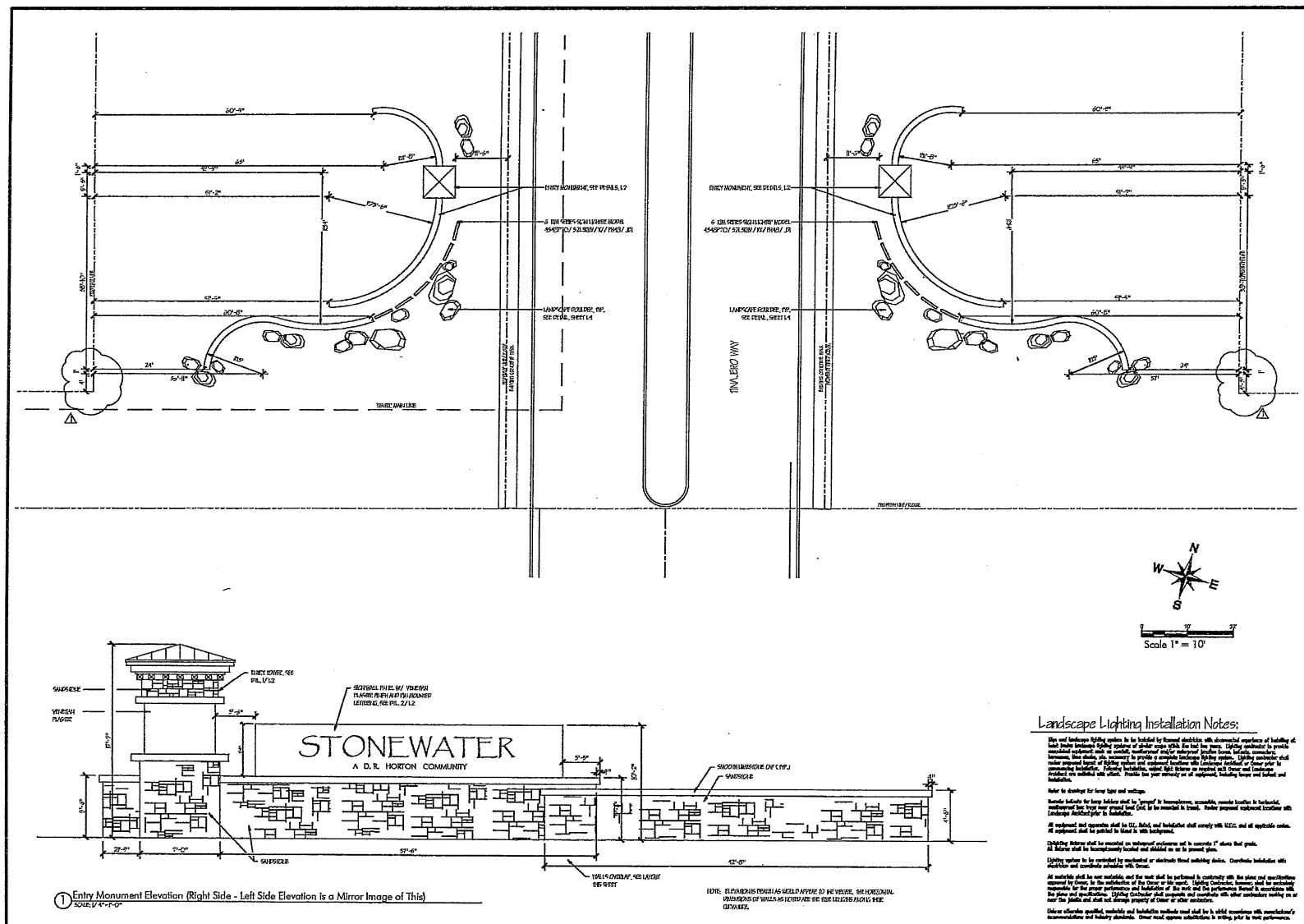
- A second sign face at this entry so that the development identification may be seen by passing motorists from both directions.

Since my client considers their entry identification a significant marketing tool as well as an element of homeowner pride denial of their request for waiver could impact the success of their development. Should you require additional information from us to aid in consideration of our request please don't hesitate to contact me.

Respectfully,

Keith Cavet, RLA

CC: Tom Anker – D.R. Horton
Aaron Bourgeois – D.R. Horton



Keith Cove Landscape Architect
Landscape Architecture/Engineering/Construction
17110 E. Greenbush Avenue
Austin, TX 78754
737.212.1212
k.love@keithcove.com



ISSUED:

Stonewater
Phase 2 Entry

Austin, TX

Layout plan

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

REVISIONS:
1/2/23/16
2/2/23/16
3/2/23/16
4/2/23/16
5/2/23/16
6/2/23/16
7/2/23/16
8/2/23/16
9/2/23/16
10/2/23/16
11/2/23/16
12/2/23/16

SHEET NO.:

L1

Exhibit "A"



ISSUED: N/A

Stonewater
Phase 2 Entry
Austin, TX

Hardscape
Details

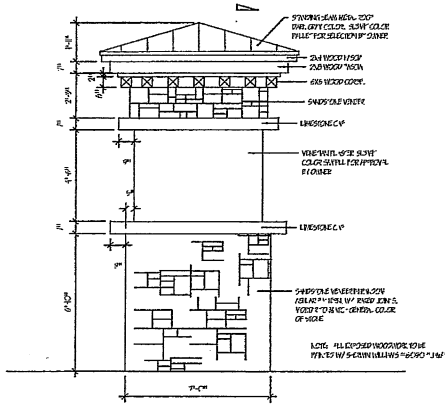
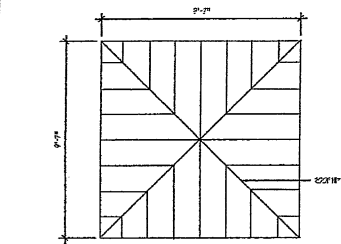
PROJECT NO.
FILE:
DRAWN BY: KRCSE
REVIEWED BY: KRCSE
DATE: 12/1/15

REVISIONS:
▲
▲
▲
▲

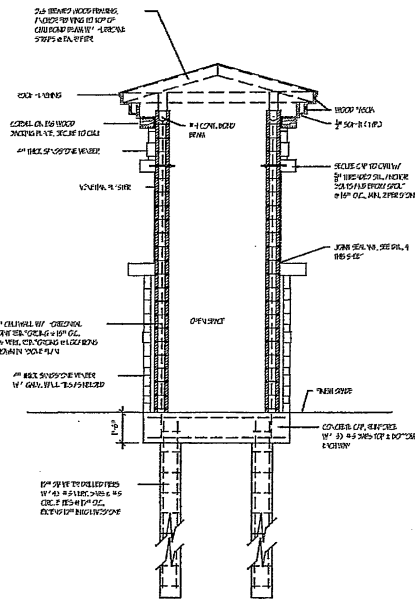
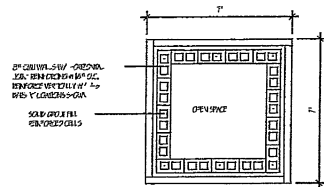
SHEET NO.:

L2

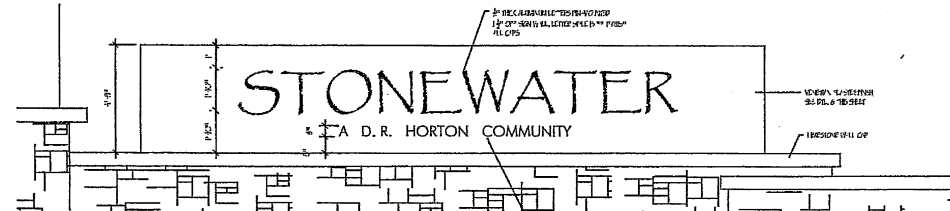
Exhibit 'A'



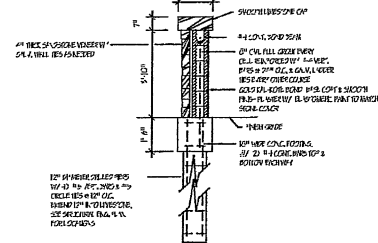
1 Entry Tower
SCALE: 3/8"=1'-0"



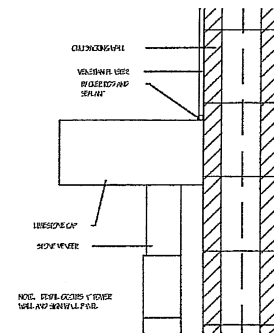
2 Open Vent
SCALE: 3/8"=1'-0"



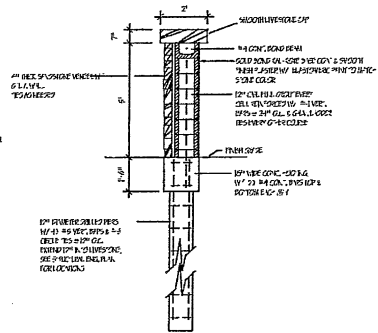
3 Sign Panel Graphics
SCALE: 3/8"=1'-0"



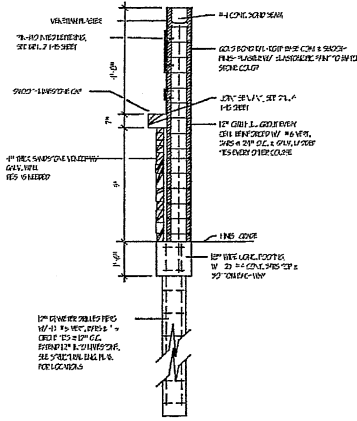
4 Section of Low Wall
SCALE: 3/8"=1'-0"



5 Wall Joint Sealant Detail
SCALE: 3/8"=1'-0"



6 Section of Rear Wall Beyond Sign Panel
SCALE: 3/8"=1'-0"



7 Sign Wall Section
SCALE: 3/8"=1'-0"

Keith Cavett Landscape Architect
Landscape Architect - Site Planning - Sustainable Design
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ISSUED:

Stonewater Phase 2 Entry

Austin, TX

Exhibit "A"

Landscape plan

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

REVISIONS:

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SHEET NO.:

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