



**MANOR CITY COUNCIL
REGULAR MEETING
AGENDA
105 E. EGGLESTON STREET
MANOR, TEXAS 78653
APRIL 6, 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

1. Consideration, discussion, and possible action to approve the minutes for the March 1, 2016 City Council Regular Meeting.
2. Consideration, discussion, and possible action to approve the minutes for the March 16, 2016 City Council Regular Meeting.

REGULAR AGENDA

3. Consideration, discussion, and possible action on a water and wastewater cost of service and rate study.
4. Consideration, discussion, and possible action on a first reading of an ordinance annexing 1.069 acres recorded in document number 2013171610, deed records, Travis County, locally known as 13500 N. FM 973.
5. Consideration, discussion, and possible action on a first reading of an ordinance to rezone 1.069 acres recorded in document number 2013171610, deed records, Travis County, locally known as 13500 N. FM 973 from Interim Agricultural "A" to Light Industrial "IN-1".
6. Consideration, discussion, and possible action to approve a disbursement of Hotel Occupancy Tax Funds to the Manor Chamber of Commerce for the purpose of the Manor Heritage Festival.
7. Consideration discussion and possible action to authorize the consideration of an amended to Impact fees for water and wastewater, authorize a public hearing, and to appoint an advisory committee.

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 – Interview candidates for appointment to fill one vacancy on the City of Manor Planning and Zoning Commission.

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:

8. The appointment of a Commissioner to serve on the City of Manor Planning and Zoning Commission.

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 certify that this notice of the Manor City Council Meeting was posted on this 1st day of April, 2016 before 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 forty-eight hour notice when feasible.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1.069 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 1.069 acres, more or less, located in Travis County, Texas filed in the Travis County Official Public Records as Document No. 2013171610, 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 on First Reading this the ____ day of _____, 2016

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2016

ATTEST:

THE CITY OF MANOR, TEXAS

Frances Aguilar, City Secretary

Rita Jonse, Mayor

EXHIBIT "A"

Property description: +/- 1.069 acres

4. The land referred to in this policy is described as follows:

1.069 ACRES OF LAND, MORE OR LESS, BEING ALL OF THAT CERTAIN 1.062 ACRES OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, TRAVIS COUNTY, TEXAS AS CONVEYED TO MICHAEL AND JAMES PACLIK JR. BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2013171610, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS AND FOR WHICH A SKETCH IS ATTACHED HERETO AND MADE A PART HEREOF:

BEGINNING at an iron rod with cap in the west right-of-way of F.M. 973 at the S.E. corner of that certain 1.062 acres of land recorded in Document Number 2013171610, Official Public Records, Travis County, Texas; for the S.E. corner hereof, from which point a spindle found on the east right-of-way of F.M. 973 bears S58°26'39"E at a distance of 40.44 feet;

THENCE N62°05'04"W for a distance of 189.74 feet to a 1/2" iron rod found for the S.W. corner hereof;

THENCE N28°08'03"E for a distance of 247.31 feet to a 1/2" iron rod found for the N.W. corner hereof;

THENCE S61°39'20"E for a distance of 188.00 feet to an iron rod with cap found on the west right-of-way of F.M. 973 for the N.E. corner hereof;

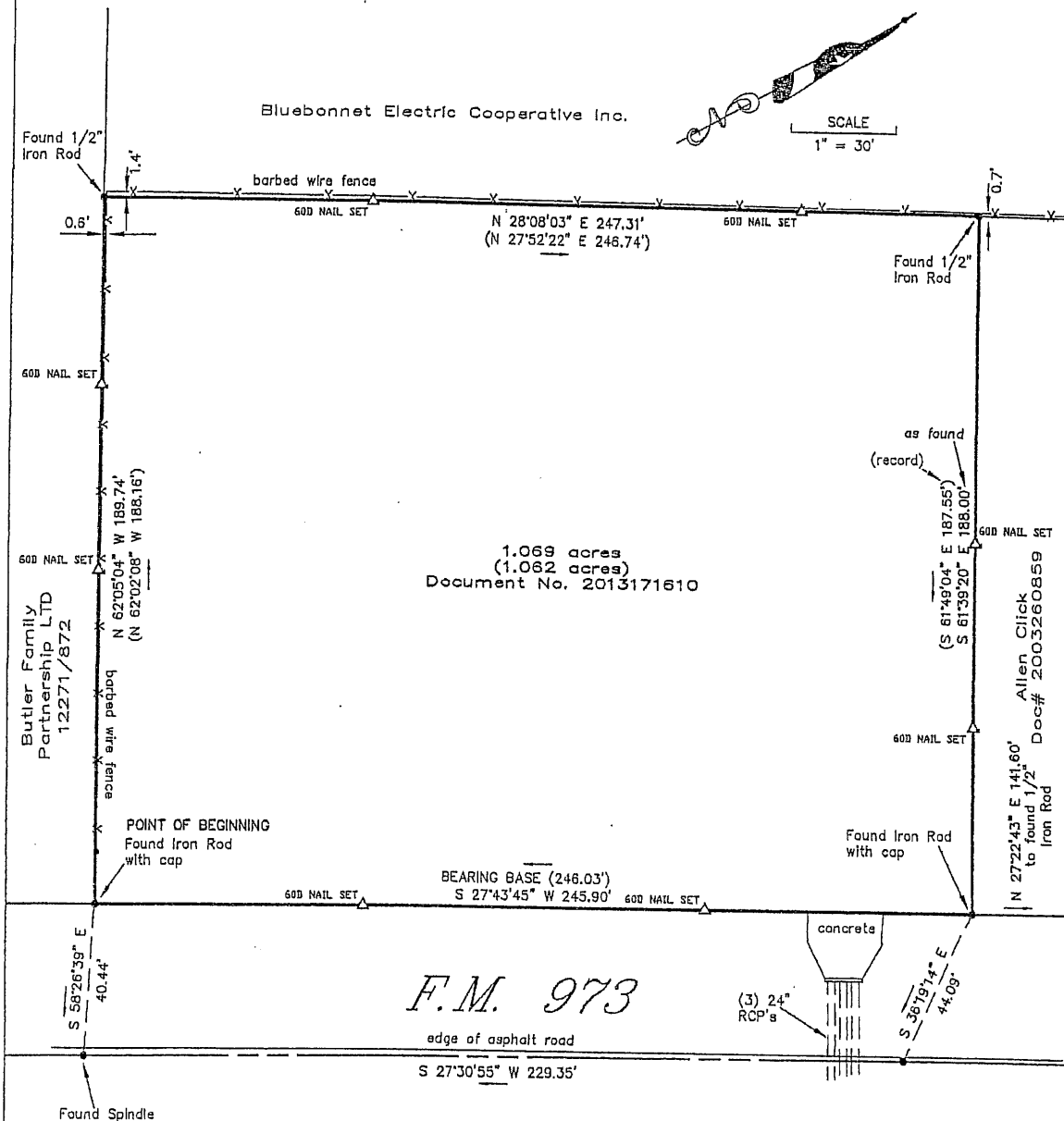
THENCE S27°43'45"W along the west right-of-way of F.M. 973 for a distance of 245.90 feet to the POINT OF BEGINNING, containing 1.069 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

Waterloo Surveyors Inc.
SURVEY PLAT

J14031POL

STAKING PLAN, POINTS ON-LINE (SET 08/07/15)



1.069 acres
(1.062 acres)
Document No. 2013171610

F.M. 973

edge of asphalt road

S 27°30'55" W 229.35'

LEGAL DESCRIPTION:

1.069 ACRES OF LAND, MORE OR LESS, BEING ALL OF THAT CERTAIN
1.062 ACRES OF LAND CONVEYED TO MICHAEL JAMES PACLIK, JR. BY
WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2013171610, DEED
RECORDS, TRAVIS COUNTY, TEXAS

EXHIBIT “B”

Approved municipal Service Plan

**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.

ORDINANCE NO. _____

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

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

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

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

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

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

Section 2. Amendment of 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 Interim Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

PASSED AND APPROVED FIRST READING on this the ____ day of _____ 201__.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of _____ 201__.

ATTEST:

THE CITY OF MANOR, TEXAS

Frances Aguilar, City Secretary

Rita Jonse, Mayor

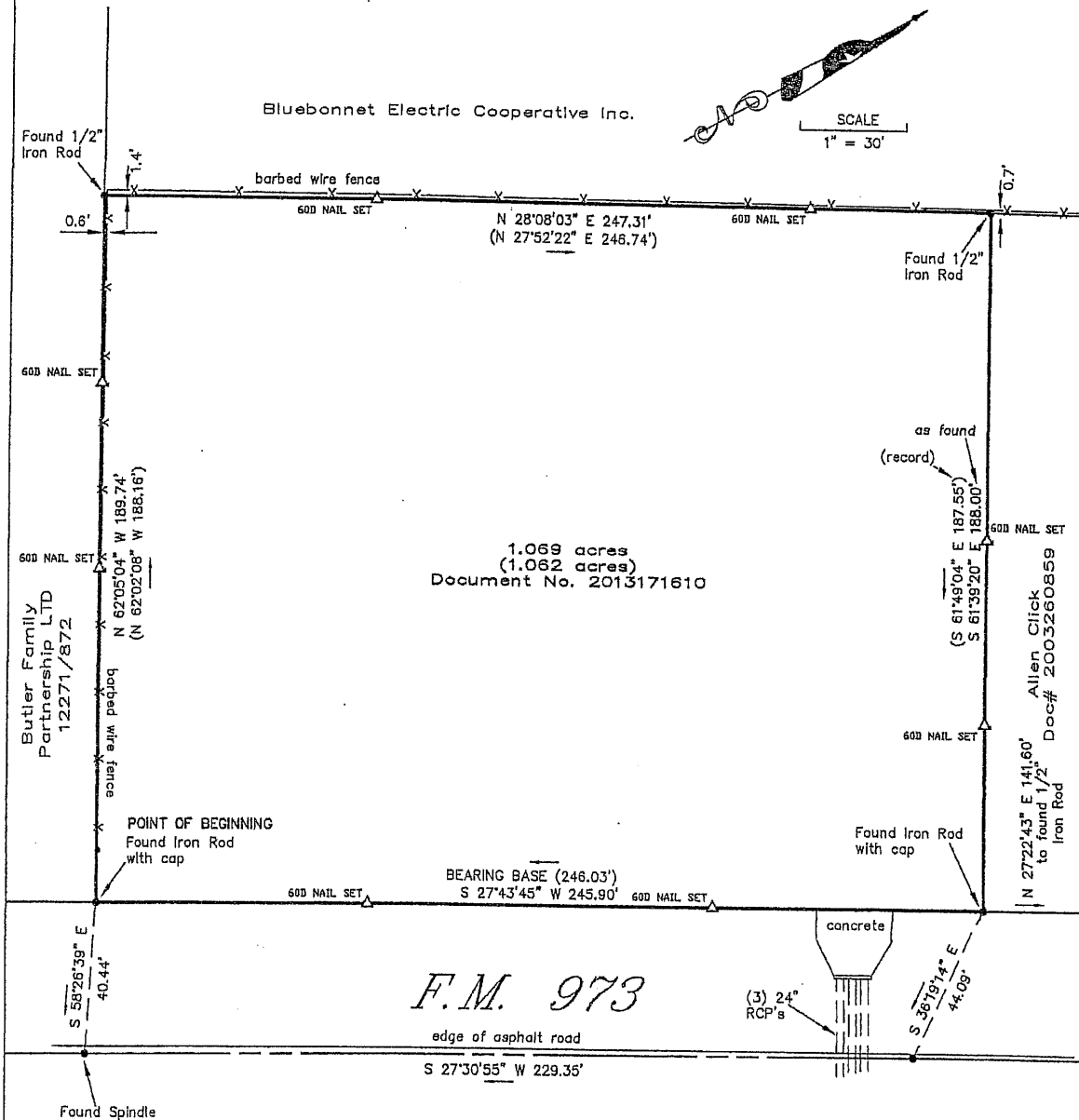
EXHIBIT "A"

Property Address: 13500 North FM 973, Manor, Travis County, Texas
Property Legal Description: Abstract 315 Survey 63 Gates G Acr 1.0690

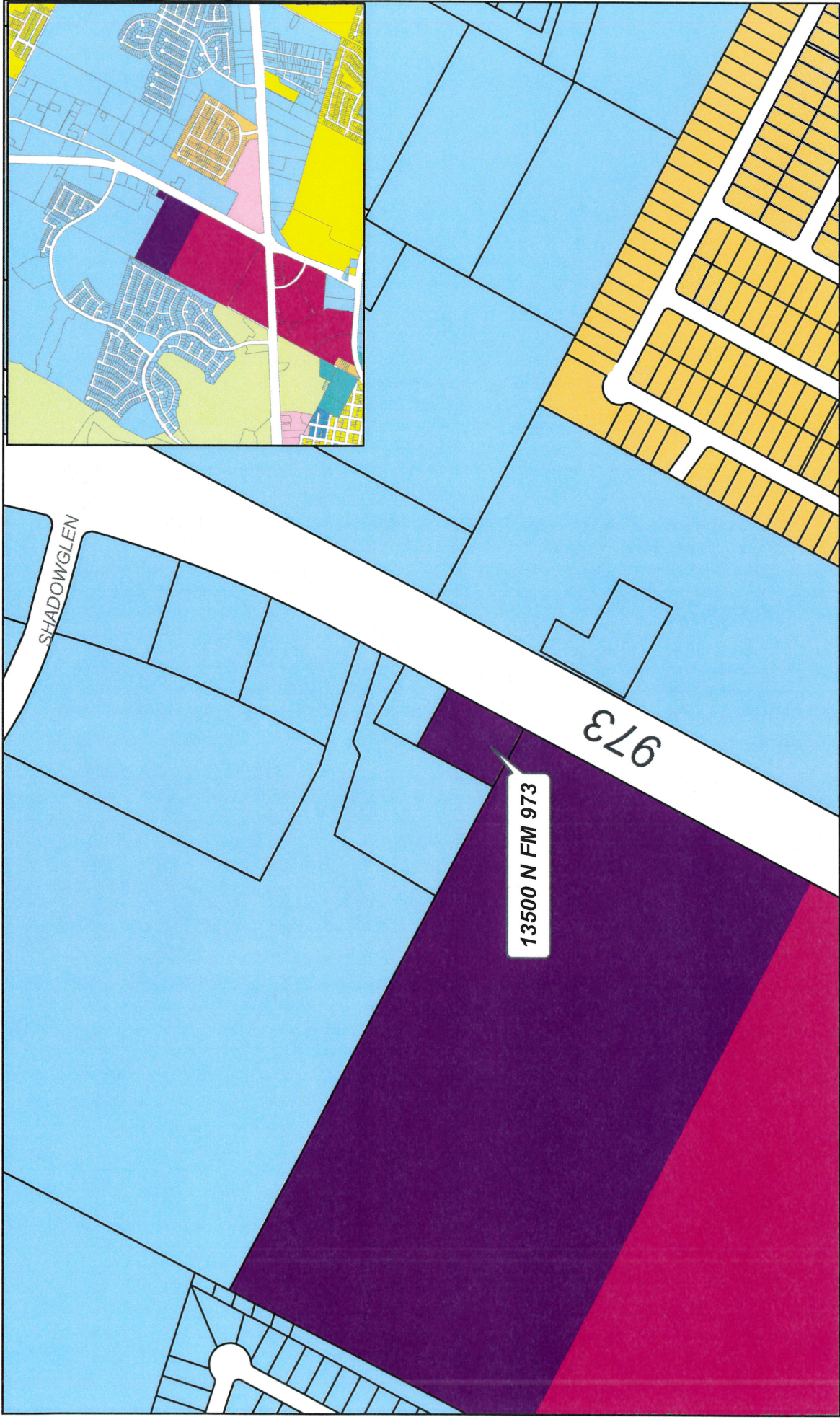
Waterloo Surveyors Inc.
SURVEY PLAT






J14031POL

STAKING PLAN, POINTS ON-LINE (SET 08/07/15)



LEGAL DESCRIPTION:
1.069 ACRES OF LAND, MORE OR LESS, BEING ALL OF THAT CERTAIN
1.062 ACRES OF LAND CONVEYED TO MICHAEL JAMES PACLIK, JR. BY
WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2013171610, DEED
RECORDS, TRAVIS COUNTY, TEXAS



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

13500 N FM 973
Proposed Zoning:
IN-1 Light Industrial



March 10, 2016

Julio Mireles

RE: 13500 N FM 973 rezoning application

Mr. Mireles,

The Manor Planning and Zoning Commission at the March 9th meeting voted to recommend approval for rezoning 1.069 acres, Abs 315 Sur 63 Gate G, 13500 N FM 973 from interim agricultural (A) to light industrial (IN-1). Refer to Ordinance 185-H for a list of permitted uses under Light Industrial as well as other limitations and building requirements.

Thank you,

Scott Dunlop
City Planner



Hotel Occupancy Tax Application

(Page 1 of 4)

Organization Information

Date: March 28, 2016 **Name of Organization:** Manor Chamber of Commerce
Address: P. O. Box 936
City, State, Zip: Manor, Texas 78653
Contact Name: Vicki McFarland **Contact Phone Number:** (512) 272-5699
Contact Email Address: manorchamber@att.net **Amount Requested:** \$5,000
Web site address for event or sponsoring entity: www.manorchamberofcommerce.com
Organization's tax status: Non-profit - XXX private/for profit _____ **Tax ID #** 74-2499861

Organization's creation date: 2003

Purpose of Organization: The Manor Chamber of Commerce is dedicated to advancing the general welfare and prosperity of the Manor area including the promotion of events, tourism, the hotel industry as well as promoting local business establishments. The Chamber of Commerce sponsors community-wide events that are free to the public. Attendance at the events sponsored by the Chamber brings more people to the City who shop at local businesses and spend their money locally.

Event or program

Name of event or program: Manor Heritage Festival
Date of event or program: Friday/Saturday, April 29-30, 2016
Primary location of event or program: Jenny Lane Park and streets surrounding Jenny Lane Park
Primary purpose of funded event/program: The purpose of the Manor Heritage Festival is to provide a community-wide event that is free to the public. Local vendors and local businesses will be utilized to provide arts, crafts and food booths and to showcase local businesses. The Festival will showcase Manor ISD student performers and highlight works of art made by local artists and craftsmen. Members of the Manor Arts Council will display their works of art.
Projected number of attendees: Approximately 1,000 participants
Projected number of overnight visitors: Cannot determine prior to the Festival but can provide after the Festival.



(Page 2 of 4)

Projected number of overnight stays: A block of "Heritage Festival" rooms will be made available to Festival goers, but we cannot determine this information prior to the Festival. Once the Festival is over, we will check with hotel staff to see if any Festival goers utilized the "Festival" rooms.

Relevant historical data: In 2014, this event was held at the Manor ISD Athletic Complex located on FM 973.

Vendors and participants alike urged the Chamber to return the Festival to its "original location" since there was a long-time association with "downtown Manor". We listened to the people and moved the festival back to Jenny Lane Park and surrounding streets in 2015.

Relevant Manor hotel activity (as it pertains to this event or program or previous ones; include information about room blocks. When the Chamber was working in tandem with the Manor Lions Club starting in 2010, each year a special rate was given for those participants who stayed overnight in the local hotel. Arrangements have been made with the local hotel for the past several years to accommodate overnight guests. We have made these arrangements with the local hotel again for 2016.

Percentage of attendees staying in Manor hotels: Cannot determine until after the Festival. We will get this information from hotel staff members.

Please provide information about past events or programs; identify hotel occupancy tax funding assistance; and number of hotel rooms utilized: A block of 4 rooms were requested for the 2015 Festival. Unfortunately, none of the rooms were utilized by Festival goers.

Identify methods to measure the impact of event or program on Manor hotel activity: After the 2016 Festival, we will contact hotel staff members to determine the number of Festival-goers who utilized the block of rooms.

(Page 3 of 4)



List other organizations, grants, or funding sources for event or program (include other municipalities): We will charge a \$50 fee booth for vendors and will seek local businesses to help underwrite the Festival. Businesses who provide sponsorships will be recognized on signs, on the Chamber's website and other social media – which will enhance the reputation of the Manor businesses as supporters of their community. However, the use of the Hotel Occupancy Tax funds will provide the largest portion of sponsorships which will allow us to promote the Festival in the local weekly newspaper, surrounding newspapers, to purchase signs to be posted throughout the area, and to pay for printing costs for fliers to be distributed to 6,000 elementary-age Manor ISD students. A portion of the Hotel Occupancy Tax funds will be used to pay for the services of musical groups that will promote the arts.

Please list all events that your organization hosts: The Manor Chamber of Commerce hosts grand openings for newly established businesses. Since the beginning of 2016, the Chamber has hosted ribbon cuttings for Starbucks on February 17, 2016 Cardio Texas on March 23, 2016 and Advanced Auto Parts on April 15, 2016. These grand opening celebrations show-case the City and are a great indication of the City's willingness to encourage new businesses to build HERE – and not elsewhere. New businesses encourage more growth and more citizens moving to the area to enjoy the services provided and more growth promotes increased sales tax revenues which will help the City in many ways. Other events sponsored by the Chamber of Commerce include a Christmas Food Basket Drive for the East Rural Center and Christmas in the Park scheduled for the second Sunday in December. The Chamber also hosts a monthly business meeting that allows members to network with each other to become aware of the services that our members offer. Three local restaurants provide the noon meal which also showcases their catering and food-preparation skills. Guest speakers provide information to business owners that help them operate their business. Recent topics by guest speakers have included sexual harassment, legal issues in hiring and firing employees, health care change, healthy lifestyle changes, tax laws, preventing bank fraud, the services provided by Bluebonnet Electric Cooperative and the construction process for the recently opened Manor Commons Shopping Center.

Are any of the above events held at a Manor hotel? (Please list) - No events are held at the Manor Hotel.

Supplemental information required with application:

- ☒ P&L from previous year's program - See attached
- ☒ Projected budget for entire program – See attached
- ☒ List of board of directors with contact phone numbers - See attached
- ☒ Schedule of activities relating to your event/expenditure - See attached flier
- ☒ Copy of tax exempt certificate - See attached
- ☐ Copy of previous year finances upon request

ORDINANCE NO. 402

THE COMMUNITY IMPACT FEE ORDINANCE

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, PROVIDING DEFINITIONS; ADOPTING A CAPITAL IMPROVEMENTS PLAN; ESTABLISHING A COMMUNITY IMPACT FEE BASED UPON LIVING UNIT EQUIVALENTS; PROVIDING CONSTRUCTION, SEVERABILITY AND OPEN MEETING CLAUSES; AMENDING AND UPDATING ORDINANCE NO. 320; AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, the City Council of the City of Manor, Texas (the "City Council") adopted Resolution No. 2012-03, on February 15, 2012 and Resolution No. 2012-05, on April 18, 2012, establishing the dates for public hearings and directing that notice to be given for such public hearings to be held as provided for in Chapt. 395, Tex. Loc. Gov't. Code ("Chapter 395");

Whereas, after notice of public hearing for the Land Use Assumptions and Capital Improvements Plan was published on February 23, 2012, the City Council held such public hearing on April 4, 2012 to consider the Land Use Assumptions and Capital Improvements Plan;

Whereas, the City Council approved the proposed Land Use Assumptions and the Capital Improvements Plan by resolution; and

Whereas, in accordance with the above steps, the City Council adopted a Capital Improvements Plan pursuant to Chapter 395 on April 4, 2012;

Whereas, the Advisory Committee filed written comments on the proposed impact fees before the fifth business day before the date of the public hearing; and

Whereas, after notice of public hearing relating to possible amendment of Impact Fees was published on April 26, 2012, the City Council held a public hearing on June 6, 2012 to consider a proposed amendment of Impact Fees;

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

PART 1. GENERAL PROVISIONS.

Section 1.1. Title. This ordinance shall be known, and may be cited, as the Community Impact Fee ordinance of the City of Manor, Texas.

Section 1.2. Purpose. This Ordinance is intended to assure the provision of adequate

public facilities to serve new development in the City's service area by requiring said development to pay its pro rata share of the costs of improvements necessitated by and attributable to such new development.

Section 1.3. Authority. This Ordinance is adopted pursuant to Chapter 395, Texas Local Government Code, the Texas Constitution and the general laws of the State of Texas. The provisions of this Ordinance shall not be construed to limit the power of the City to utilize other methods authorized under State law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Ordinance. Guidelines may be developed by resolution or otherwise to implement and administer this Ordinance.

Section 1.4. Definitions. In this Ordinance:

- (1) "Advisory Committee" means the City's Impact Fee Advisory Committee appointed by the City Council pursuant to § 395.058, Tex. Loc. Gov't. Code, to advise and assist in the adoption of land use assumptions, review and file comments on the Capital Improvements Plan and to perform the other duties set forth in such section.
- (2) "Assessment" means the determination of the amount of the impact fee per service unit and is the maximum amount which can be imposed on new development pursuant to this Ordinance.
- (3) "Capital Improvement" means either a water facility or a wastewater facility, with a life expectancy of three (3) or more years, to be owned and operated by or on behalf of the City and as listed in the Capital Improvements Plan.
- (4) "Capital Improvements Plan" means a Water Capital Improvements Plan and or a Wastewater Capital Improvements Plan as shown in Exhibit "A".
- (5) "Chapter 395" means Chapter 395, Texas Local Government Code, as amended.
- (6) "City" means the City of Manor, Texas.
- (7) "Credit" means the amount of the reduction of an impact fee or fees, payments or charges for the approved construction or provision of the same type of Capital Improvements for which the fee has been assessed.
- (8) "Facilities Expansion" means either a water facility expansion or a wastewater facility expansion.
- (9) "Final Plat Approval" or "Approval of a Final Plat" means the point at which the applicant has complied with all conditions of approval and the plat has been

released for filing with the County Clerk of Travis County.

- (10) "Guidelines" means administrative or procedural guidelines, if any, developed by the City to further the implementation of the provisions of this Ordinance. Said guidelines, as amended from time to time, shall not supersede any provision or alter any substantive procedure established in this Ordinance.
- (11) "Impact Fee" means a fee, charge or assessment for water facilities, a fee for wastewater facilities, or both, as appropriately imposed on new development by the City in order to fund or recoup the costs of Capital Improvements or Facilities Expansions necessitated by and attributable to such new development. Impact Fees do not include the dedication or rights-of-way or easements for such facilities, the construction of water or wastewater improvements and other infrastructure within the development to serve the development unless such water or wastewater improvement is listed on the Capital Improvements Plan, the dedication of park land or open space, any site-specific facility, or any other work, dedication or improvement that is not a water or wastewater facility listed on the Capital Improvements Plan.
- (12) "Land Use Assumptions" means the projections of population growth and associated changes in land uses and intensities adopted by the City, as may be amended from time to time, upon which the Capital Improvements Plan is based.
- (13) "Living Unit Equivalent (L.U.E.)" means a unit of measure which represents the quantity of water utilized and wastewater generated on an average annual daily basis from a single-family, detached residence of average size and occupancy and which is the standardized measure used for service units. The formula for determining Living Unit Equivalents is set out in the Impact Fee Calculations, attached hereto as Exhibit "B".
- (14) "New Development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.
- (15) "Offsite" means located entirely on land which is not included within the bounds of the plat or project being considered for impact fee Assessment.
- (16) "Platted" means platted in accordance with Chapter 212, Tex. Loc. Gov't. Code, or the applicable subdivision or platting procedures of the City of Manor.
- (17) "Service Area" means the area within which impact fees for Capital Improvements or Facilities Expansions will be collected for new development occurring within

such area and within which fees so collected will be expended for those types of improvements or expansions identified in the Capital Improvements Plan applicable to the service area.

- (18) "Service Unit" means the same as "Living Unit Equivalent", which is the applicable standard units of measure shown in Exhibit "B" hereto.
- (19) "Site-Specific Facility" means an improvement or facility which is for the primary use or benefit of a new development and which is not included in the Capital Improvements Plan and for which the developer or property owner is solely responsible under subdivision and other applicable regulations. Site-specific facility may include improvements located offsite, within, or on the perimeter of the new development site.
- (20) "Wastewater Facility" means an improvement for providing sanitary sewer service, including, but not limited to, land or easements, treatment facilities, lift stations, collection lines, or interceptor mains. Wastewater facilities exclude Site-Specific facilities constructed by developers.
- (21) "Wastewater Facility Expansion" means the expansion of the capacity of any existing wastewater facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing wastewater facility to serve existing development.
- (22) "Wastewater Capital Improvements Plan" or "Wastewater Improvements Plan" means the adopted plan, as may be amended from time to time, which identifies the wastewater facilities or sanitary sewer expansions and their associated costs which are necessitated by and which are attributable to new development projected within a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of community impact fees pursuant to this Ordinance.
- (23) "Water Facility" means an improvement for providing water service, including, but not limited to, land or easements, water supply, water treatment facilities, water supply facilities, water storage facilities, or water distribution lines. Water facility excludes Site-Specific facilities constructed by developers.
- (24) "Water Facility Expansion" means the expansion of the capacity of any existing water facility, including increasing contract rights for water supply, for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water facility to serve existing development.
- (25) "Water Capital Improvements Plan" or "Water Improvements Plan" means the

adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development projected within a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of community impact fees pursuant to this Ordinance.

- (26) Terms used which are defined in § 395.001, Tex. Loc. Gov't. Code, shall have the same meaning as they have in said Code.

Section 1.5. Adoption of Capital Improvements Plan. The Capital Improvements Plan identifying capital improvements or facility expansions pursuant to which Impact Fees may be assessed, as considered at the **April 4, 2012** public hearing and as set out in Exhibit "A" attached hereto, is hereby adopted.

Section 1.6. State Law. Chapter 395 supplements this Ordinance to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein.

Section 1.7. Advisory Committee. (a) The Advisory Committee shall consist of the City Planning and Zoning Commission (the "Commission") and other citizens of the City appointed by the City Council. If the Commission does not include at least one representative of the real estate, development or building industry who is not an employee or official of a governmental entity, the City council shall appoint at least one representative, having such qualifications, as a voting member of the Advisory Committee. If any Impact Fee is to be applied to the extraterritorial jurisdiction of the City, a representative from that area shall be appointed by the City Council.

(b) The duties of the Advisory Committee shall be as follows:

- (i) advise and assist the adoption of land use assumptions;
- (ii) review the Capital Improvements Plan and file written comments;
- (iii) monitor and evaluate implementation of the Capital Improvements Plan;
- (iv) file semi-annual reports with respect to the progress of the Capital Improvements Plan and report to the City Council any perceived inequities in implementing the plan or imposing the Impact Fee; and
- (v) recommend to the City Council as necessary and required the timely amendment and/or update of the Capital Improvements Plan and the Impact Fees.

- (c) All information and professional reports concerning the development and implementation of the Capital Improvements Plan shall be made available to the Advisory Committee, and the City staff and contract officers of the City shall provide the committee with such support and assistance as may be required.

PART 2. COMMUNITY IMPACT FEE ESTABLISHED.

Section 2.1. Establishment. There is hereby established a Community Impact Fee which shall be imposed against new development in order to generate revenues for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

Section 2.2. Basis. The Community Impact Fee shall be assessed on the basis of Living Unit Equivalents. The number of Living Unit Equivalents shall be determined at the time of Assessment as hereinafter set out.

Section 2.3. Amount. The Community Impact Fee for each Living Unit Equivalent shall, as set forth in Exhibit "B" as amended from time to time in accordance with Chapter 395, be \$1,800.00 for water service and \$1,800.00 for wastewater service for all new assessments. This fee shall apply to lots platted or replatted after June 6, 2012, to land on which new development occurs or is proposed to occur without platting, and in any other circumstance where a previously adopted Impact Fee does not apply.

For all other lots or development, the Community Impact Fee for each Living Unit Equivalent shall be in accordance with amounts imposed in previous Ordinances for the applicable time period as shown in the following schedule:

For lots platted from November 19, 2008 to June 6, 2012, \$2,500 for water service and \$2,100 for wastewater service per Ordinance 320 as amended.

For lots platted from May 16, 2007 to November 19, 2008, \$2,200 for water service and \$2,100 for wastewater service per Ordinance 320.

For lots platted from July 28, 2004 to May 16, 2007, \$1,700 for water service and 1,800 for wastewater service per Ordinance 250.

For lots platted from September 27, 2000 to July 28, 2004, \$1,575 for water service and \$1,925 for wastewater service per Ordinance 164 .

For lots platted from November 16, 1994 to September 27, 2000, \$1,440 for water service and \$1,630 for wastewater service per Ordinance 79B.

For lots platted from May 18, 1989 to November 16, 1994, \$1,335 for water service and \$2,375 for wastewater service per Ordinance 79A.

For lots platted from October 9, 1985 to May 18, 1989, \$500 for water service and \$850 for wastewater service per Ordinance 79.

Section 2.4. Payment. All payments pursuant to this Ordinance shall be made to the City Secretary or his/her designate.

Section 2.5. Variance or Waiver. (a) The City Council may reduce or waive an impact fee for any service unit that would qualify as affordable housing in accordance with § 395.016 (g), Tex. Loc. Gov't. Code.

- (b) The City Council may grant a waiver from any requirement of this Ordinance on other grounds, as may be set forth in administrative guidelines or as authorized by statute.
- (c) If the City Council grants a variance or waiver to the amount of the Impact Fee due for a new development under this Section, it shall cause to be appropriated from the other City funds the amount of the reduction in the Impact Fee to the capital improvements account.

Section 2.6. Establishment of Accounts. (a) The City shall establish an account to which interest is allocated for each category of capital facility for which an Impact Fee is imposed pursuant to this Ordinance. Each Impact Fee collected within the service area shall be deposited in such account.

- (b) Interest earned on the Impact Fee account shall be considered funds of the account and shall be used solely for the purposes for which the impact fee was imposed as shown by the Capital Improvements Plan.
- (c) The City shall establish adequate financial and accounting controls to ensure that Impact Fees disbursed from the account are utilized solely for the purposes authorized in Section 2.7. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.
- (d) The City shall maintain and keep financial records for Impact Fees, which shall show the source and disbursement of all fees collected or expended and shall be open for public inspection and copying during ordinary business hours.

Section 2.7. Use of Proceeds. (a) The Impact Fees collected pursuant to this Ordinance may be used to finance or to recoup the costs of any Capital Improvements or Facilities Expansions identified in the Capital Improvements Plan for the service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or other consultants preparing or updating the Capital Improvements Plan who is not an employee of the City. Impact Fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such Capital Improvements or Facilities Expansions.

- (b) Impact Fees collected pursuant to this Ordinance shall not be used to pay for any of the following expenses:
- (i) construction, acquisition or expansion of Capital Improvements or assets other than those identified in the Capital Improvements Plan;
 - (ii) repair, operation, or maintenance of existing or new Capital Improvements or Facilities Expansions;
 - (iii) upgrading, expanding or replacing existing Capital Improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
 - (iv) upgrading, expanding or replacing existing Capital Improvements to provide better service to existing development; provided, however, that Impact Fees may be used to pay the costs of upgrading, expanding or replacing existing Capital Improvements in order to meet the need for new Capital Improvements generated by new development; or
 - (v) administrative and operating costs of the city.

PART 3. ASSESSMENT AND COLLECTION OF COMMUNITY IMPACT FEES.

Section 3.1. Unless there is an agreement for payment of impact fees in another manner, Community Impact Fees shall be assessed and collected on new development in the following manner, subject to Chapter 395, Section 395.019:

- (a) For impact fees adopted and land platted before June 20, 1987, or land on which new development occurs or is proposed without platting, the Community Impact Fee shall be assessed at the earlier of the time application is made for a building permit or for connection to the City's water or wastewater system, provided that in the event the

application or permit expires, the impact fee may be recalculated on the submission of a future application or permit. The assessed Community Impact Fee shall be collected at the earlier of the time of connection to the City's water or sewer system or at the time the City issues either the building permit or the certificate of occupancy.

- (b) For land platted after June 20, 1987, the Community Impact Fee shall be assessed before or at the time of filing of the final plat. The assessed Community Impact Fee, if not already collected, shall be collected: (1) at the time the City issues a building permit; or (2) for land platted outside the corporate boundaries of the City or where a building permit is not being issued, the City shall collect the fees at the time an application for an individual meter connection to the City's water or wastewater system is filed.
- (c) If the provisions of Chapter 395, Section 395.019 are determined to be in conflict with any section of this ordinance, the statute governs.

Section 3.2.

Impact fees may be assessed but not collected for property where service is not available unless:

- (a) the City commits to commence construction of necessary facilities identified in the Capital Improvements Plan within two years and will have service available within a reasonable time not to exceed five years;
- (b) the City agrees in writing to permit the property owner to construct or finance the required Capital Improvement(s) or facility expansion(s) and that the costs incurred or funds advanced by such owner will either:
 - (i) be credited against the impact fees otherwise due from such owner; or
 - (ii) be reimbursed to the owner from impact fees paid from such owner and other new developments that will use such improvements or expansions, in which case fees shall be reimbursed to the owner as and when collected by the City from new development; or
- (c) the owner voluntarily requests the City to reserve capacity to serve future development and the City and the owner enter into a valid written agreement;
- (d) provided that any such impact fee assessed but not collected, and for which no written agreement is entered into between the City and the property

owner pursuant to this Section 3.2 (shall be thereafter collected at the earlier of the time the City contracts for the capital improvements necessary to serve the property or service is made available to the property; and

- (e) A property owner and the City may enter into a valid written agreement providing for the time and method of the payment of impact fees, which agreement shall prevail over any contrary provision of this Ordinance.

Section 3.3. Calculation of Impact Fees. (a) Impact fees shall be calculated based upon the number of service units as determined by using the conversion table provided in Exhibit "B". The impact fee required for any property, development or application shall be determined by multiplying the number of service units in the proposed development by the amount of the respective impact fees per service unit set forth in Section 2.3 and in Exhibit "B".

- (b) Should the number of service units required for any property increase after the impact fees for such property are assessed and collected, the impact fees for such property shall be increased in an amount equal to the amount attributable to the additional service units.
- (c) The total amount of impact fees to be paid to and deposited into the impact fee account by the City for any development shall be reduced by any allowable Credits, if any, for the category of Capital Improvements as provided in Section 3.7.
- (d) If at anytime impact fees are assessed against any property but are unpaid, the total amount of such unpaid impact fees shall be attached to the development application, plat and/or other documents applicable to the property and thereafter collected
 - (i) at the earliest time provided for in this Ordinance; and
 - (ii) in no event later than the date service is connected to the property.
- (e) Replatting shall not require recalculation of impact fees unless the number of service units is increased. If a proposed replat increases the number of service units, the impact fee shall be recalculated as provided in Section 3.3(b) above.

Section 3.4. In Addition to Other Fees. The Community Impact Fee shall be charged in addition to all other fees set out by City Ordinance or regulation including, but not limited to, building permit fees and tap fees, park land dedication requirements and payments in lieu, and dedication of easements and right-of-way.

Section 3.5. Easement Exclusive of Fees. If granting of easements or rights-of-way is necessary to construction of an Capital Improvement, said easement shall be granted by the

record owner of the land so affected, exclusive and in addition to the payment of the impact fee, and at the time of payment of the impact fee, as a condition of service. If construction of an Capital Improvement is undertaken by the City in any public right-of-way due to lack of said easement, and subsequent relocation of the improvement is required by any public agency, the record owner of the land shall bear all expense of said relocation.

Section 3.6. Appeals. (a) The property owner or applicant for new development may appeal the following decisions to the City Council: (1) the applicability of an impact fee to the development; (2) the amount of the impact fee due; (3) the availability or the amount of any Credit; (4) the application of any Credit against an impact fee due; (5) the amount of a refund due, if any.

- (b) The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the Credit was not calculated according to the applicable schedule of service units or the guidelines established for determining Credits.
- (c) The appellant must file a notice of appeal with the City Secretary within thirty (30) days following the decision appealed from. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending.

Section 3.7. Credits. If the property owner and the City have entered into a valid written agreement authorized by the City Council, then, in that event, to the extent provided for in such agreement, if any, the property owner shall be entitled to:

- (a) an off-set against or Credit for the payment of impact fees otherwise payable by such property owner for the land being developed, to the extent of the approved costs and expense of any such construction, contribution, or dedication of any facility appearing on the Capital Improvements Plan which is required to be constructed by the City in order to serve a property owner's development, that is paid or made by such property owner;
- (b) A Credit against any category of impact fee as provided in the agreement; or
- (c) Reimbursement for the costs of Capital Improvement(s), constructed or paid by the property owner, from Impact Fees received from other new developments that will use such Capital Improvement(s) or facility expansion(s).

Section 3.8. Refunds. (a) On the request of an owner of property on which an Impact Fee has been paid, the political subdivision shall refund the Impact Fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or

service is not available within a reasonable period considering the type of Capital Improvement or facility expansion to be constructed, but in no event later than five years from the date of the fee payment.

- (b) Upon completion of all the Capital Improvements or Facilities Expansions identified in the Capital Improvements Plan, the City shall recalculate the maximum impact fee per service unit using the actual costs of the Capital Improvements or expansions. If the maximum impact fee per service unit based on actual cost is less than the impact fee per service unit paid, the City shall refund the difference, if such difference exceeds the impact fee paid by more than ten percent (10%). The refund to the record owner shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.
- (c) The City shall refund any impact fee or part thereof that is not spent as authorized by this Ordinance within 10 years after the date of the fee payment.
- (d) An impact fee collected pursuant to this Ordinance shall be considered expended if the total expenditures for Capital Improvements or Facilities Expansions authorized in Section 2.7 within the service area within ten (10) years following the date of collection exceeds the total fees collected for such improvements or expansions during such period.
- (e) If a refund is due pursuant to this section, the City shall pro-rate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The total refund payable to any such property owner shall be calculated by multiplying the refund due per service unit by the number of service units for the property for which the fee was paid, and interest due shall be calculated upon that amount.
- (f) Refunds shall be made only to the record owner of the property at the time of the refund and shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in § 302.002 of the Texas Finance Code, or its successor.

Section 3.9. Updates to Plan and Revision of Fees. (a) The City shall update its land use assumptions and Capital Improvements Plan and shall recalculate its impact fees not less than once every five years in accordance with the procedures set forth in Texas Rev. Civil Statutes, Local Government Code, Section 395, or in any successor statute; provided that after giving the required notice the City Council may determine that no changes or amendments are required.

- (b) The City may review its land use assumptions, Capital Improvements Plan, and

other factors such as market conditions more frequently than provided in subsection (a) to determine if the land use assumptions and Capital Improvements Plan should be updated and the impact fee recalculated or adjusted accordingly.

Section 3.10. Prohibition Against Transfer. The payment of impact fees and Credits earned under this Ordinance shall inure to the benefit of and remain with the land for which such impact fees were paid or Credits earned, and may not be sold, assigned, conveyed or transferred for the benefit of any other land or property. No impact fee receipts, LUEs, rights, benefits or Credits arising under this Ordinance may be sold, assigned, transferred or conveyed except to a subsequent grantee or purchaser of the land for which such fee was paid or Credit earned. All rights or benefits arising from the payment of an impact fee or any Credit shall automatically vest in the owner and each subsequent owner of the land for which the fee was paid or Credit earned.

Section 3.11. School Districts. A school district is not required to pay fees imposed under this Ordinance unless the board of trustees of the district consents by entering into a contract with the City that imposes the fees.

PART 4: CLOSING PROVISIONS.

Section 4.1. Construction. The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 395, as amended, and if any term or provision of this Ordinance shall appear to conflict with any term, provision or condition of Chapter 395, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with Chapter 395.

Section 4.2. Amendment. Ordinance No. 320 is hereby updated and amended in its entirety; provided that such ordinance shall remain in force and effect as herein provided with respect to plats and applications for building permits submitted prior to the effective date of this ordinance.

Section 4.3. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 4.4. Code of Ordinances. It is the intention of the Council that this ordinance shall become a part of the Code of Ordinances of the City of Manor, Texas, and may be renumbered and codified therein accordingly.

Section 4.5. 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,


and it is accordingly so ordained.

Section 4.6. Open Meetings. 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.

PASSED AND APPROVED on this 6th day of June 2012.

ATTEST:










THE CITY OF MANOR, TEXAS



Paulina Torres, City Secretary



Jeff Turner, Mayor

- Water Sites**
-  Proposed - Water Tank
 -  Existing - Water Tank
 -  Proposed - Chemical Feed
 -  Manor_Roads
 -  10-Yr Water Service Area
 -  Manor ETJ
- Water Lines**
-  Existing or Non-CIP
 -  Proposed 12-inch
 -  Proposed 16-inch

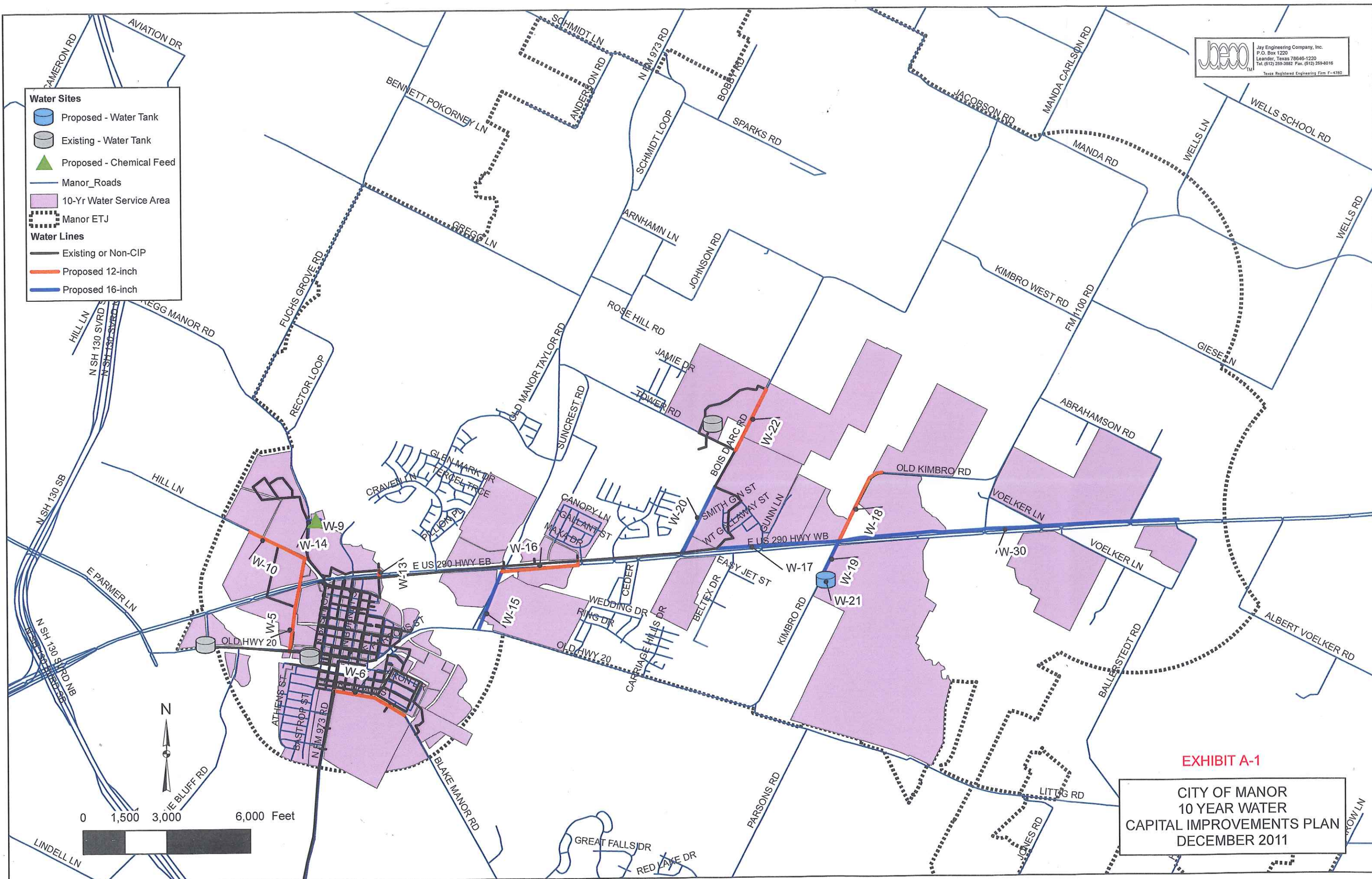


EXHIBIT A-1

CITY OF MANOR
 10 YEAR WATER
 CAPITAL IMPROVEMENTS PLAN
 DECEMBER 2011

EXHIBIT A-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
APRIL 2012

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

| Project No. | Year | Description | Size | Unit | Length (ft) | Construction Cost (2012 Dollars) | Annual Interest | Period (yr) | Payment | Total Payment | Construction Cost (adjusted for inflation @ 5% per annum) | Soft Costs | Contingency (10% + 1% per annum) | Financing Cost (5% over 20 Years) | Total Project Costs | Detailed Description |
|--------------|------|---|---------|--------|-------------|-------------------------------------|-----------------|-------------|---------------|-----------------|--|---------------|-------------------------------------|--------------------------------------|-------------------------|---|
| W-5 | 2013 | Gregg Manor Road Water Line | 12 | inch | 3,500 | \$ 294,000.00 | 0.050 | 20 | \$ 31,334.73 | \$ 626,694.61 | \$ 308,700.00 | \$ 46,300.00 | \$ 35,500.00 | \$ 236,194.61 | \$ 627,000.00 | Transmission main from downtown along realigned Gregg Manor Road to Hill Lane |
| W-6 | 2015 | Blake Manor Road Water Line | 12 | inch | 3,200 | \$ 268,800.00 | 0.050 | 20 | \$ 31,954.20 | \$ 639,084.06 | \$ 309,120.00 | \$ 46,400.00 | \$ 42,700.00 | \$ 240,864.06 | \$ 639,000.00 | Transmission main from downtown along Blake Manor Road to future FM 973. Includes replacing 400 LF of 6" pipe in Downtown Plant |
| W-9 | 2012 | Gregg Manor Road Water Supply - Chemical Feed | N/A | each | N/A | \$ 200,000.00 | 0.050 | 20 | \$ 20,116.82 | \$ 402,336.33 | \$ 200,000.00 | \$ 30,000.00 | \$ 20,700.00 | \$ 151,636.33 | \$ 402,000.00 | Facility for boosting disinfectant residuals in wholesale water supplied by Blue Water |
| W-10 | 2016 | Hill Lane Water Line | 12 | inch | 3,450 | \$ 289,800.00 | 0.050 | 20 | \$ 36,266.44 | \$ 725,328.79 | \$ 347,760.00 | \$ 52,200.00 | \$ 52,000.00 | \$ 273,368.79 | \$ 725,000.00 | Water Distribution main along Hill Lane to serve new growth |
| W-13 | 2014 | US 290 Crossing at Golf Course | 12 | inch | 250 | \$ 100,000.00 | 0.050 | 20 | \$ 11,266.06 | \$ 225,321.18 | \$ 110,000.00 | \$ 16,500.00 | \$ 13,900.00 | \$ 84,921.18 | \$ 225,000.00 | Connect 12" water lines on north and south sides of US 290 |
| W-14 | 2016 | Gregg Manor Road Water Supply - Ground Storage Tank and Pumps | 250,000 | gallon | | \$ 683,600.00 | 0.050 | 20 | \$ 85,532.18 | \$ 1,710,643.57 | \$ 820,320.00 | \$ 123,000.00 | \$ 122,600.00 | \$ 644,723.57 | \$ 1,711,000.00 | 250,000 gal Ground Storage Tank and 1,400 gpm expandable pump station for wholesale water supply connection |
| W-15 | 2014 | FM 973 Water Line | 16 | inch | 2200 | \$ 246,400.00 | 0.050 | 20 | \$ 27,767.14 | \$ 555,342.90 | \$ 271,040.00 | \$ 40,700.00 | \$ 34,300.00 | \$ 209,302.90 | \$ 555,000.00 | Transmission main from US 290 to serve new growth on the east and west sides of FM 973 |
| W-16 | 2015 | US 290 Water Line | 12 | inch | 2900 | \$ 243,600.00 | 0.050 | 20 | \$ 28,954.74 | \$ 579,094.70 | \$ 280,140.00 | \$ 42,000.00 | \$ 38,700.00 | \$ 218,254.70 | \$ 579,000.00 | Parallel 12" waterline to increase US 290 capacity |
| W-17 | 2015 | US 290 Water Line | 16 | inch | 4400 | \$ 492,800.00 | 0.050 | 20 | \$ 58,570.67 | \$ 1,171,413.38 | \$ 566,720.00 | \$ 85,000.00 | \$ 78,200.00 | \$ 441,493.38 | \$ 1,171,000.00 | Extend transmission main from Presidential Glen to Old Kimbro Road |
| W-18 | 2015 | Old Kimbro Road Water Line | 12 | inch | 3000 | \$ 252,000.00 | 0.050 | 20 | \$ 29,954.56 | \$ 599,091.16 | \$ 289,800.00 | \$ 43,500.00 | \$ 40,000.00 | \$ 225,791.16 | \$ 599,000.00 | Transmission main to serve new growth north of US 290 |
| W-19 | 2017 | Old Kimbro Road Water Line | 16 | inch | 3000 | \$ 336,000.00 | 0.050 | 20 | \$ 44,181.57 | \$ 883,631.37 | \$ 420,000.00 | \$ 63,000.00 | \$ 67,600.00 | \$ 333,031.37 | \$ 884,000.00 | Transmission main to serve new growth south of US 290 |
| W-20 | 2017 | Bois D'Arc Lane Water Line | 16 | inch | 2700 | \$ 302,400.00 | 0.050 | 20 | \$ 39,768.23 | \$ 795,364.52 | \$ 378,000.00 | \$ 56,700.00 | \$ 60,900.00 | \$ 299,764.52 | \$ 795,000.00 | Transmission main to improve delivery of water from East EST |
| W-21 | 2017 | Old Kimbro Road Elevated Storage Tank | 350000 | gallon | | \$ 1,225,000.00 | 0.050 | 20 | \$ 161,082.98 | \$ 3,221,659.63 | \$ 1,531,250.00 | \$ 229,700.00 | \$ 246,500.00 | \$ 1,214,209.63 | \$ 3,222,000.00 | EST at 665' HGL to meet peak demands for growth east of Old Kimbro Road |
| W-22 | 2016 | Bois D'Arc Lane Water Line | 12 | inch | 2500 | \$ 210,000.00 | 0.050 | 20 | \$ 26,279.45 | \$ 525,588.95 | \$ 252,000.00 | \$ 37,800.00 | \$ 37,700.00 | \$ 198,088.95 | \$ 526,000.00 | Transmission main to serve new growth north of Tower Rd |
| W-24 | 2020 | Gregg Manor Road Pump Improvements | 1200 | gpm | | \$ 25,000.00 | 0.050 | 20 | \$ 3,787.45 | \$ 75,749.00 | \$ 35,000.00 | \$ 5,300.00 | \$ 6,900.00 | \$ 28,549.00 | \$ 76,000.00 | Increase Pump Capacity (and contracted supply) at wholesale water connection |
| W-30 | 2018 | US 290 Water Line | 16 | inch | 12200 | \$ 1,366,400.00 | 0.050 | 20 | \$ 188,499.47 | \$ 3,769,989.33 | \$ 1,776,320.00 | \$ 266,400.00 | \$ 306,400.00 | \$ 1,420,869.33 | \$ 3,770,000.00 | Extend transmission main from Old Kimbro Road to Ballerstedt Road |
| Total | | | | | | | | | | | | | | | \$ 16,506,000.00 | |

Notes:

Wastewater LUEs are defined as producing 275 gallons of wastewater per day per single family residence as determined in the the City of Manor Wastewater Master Plan.

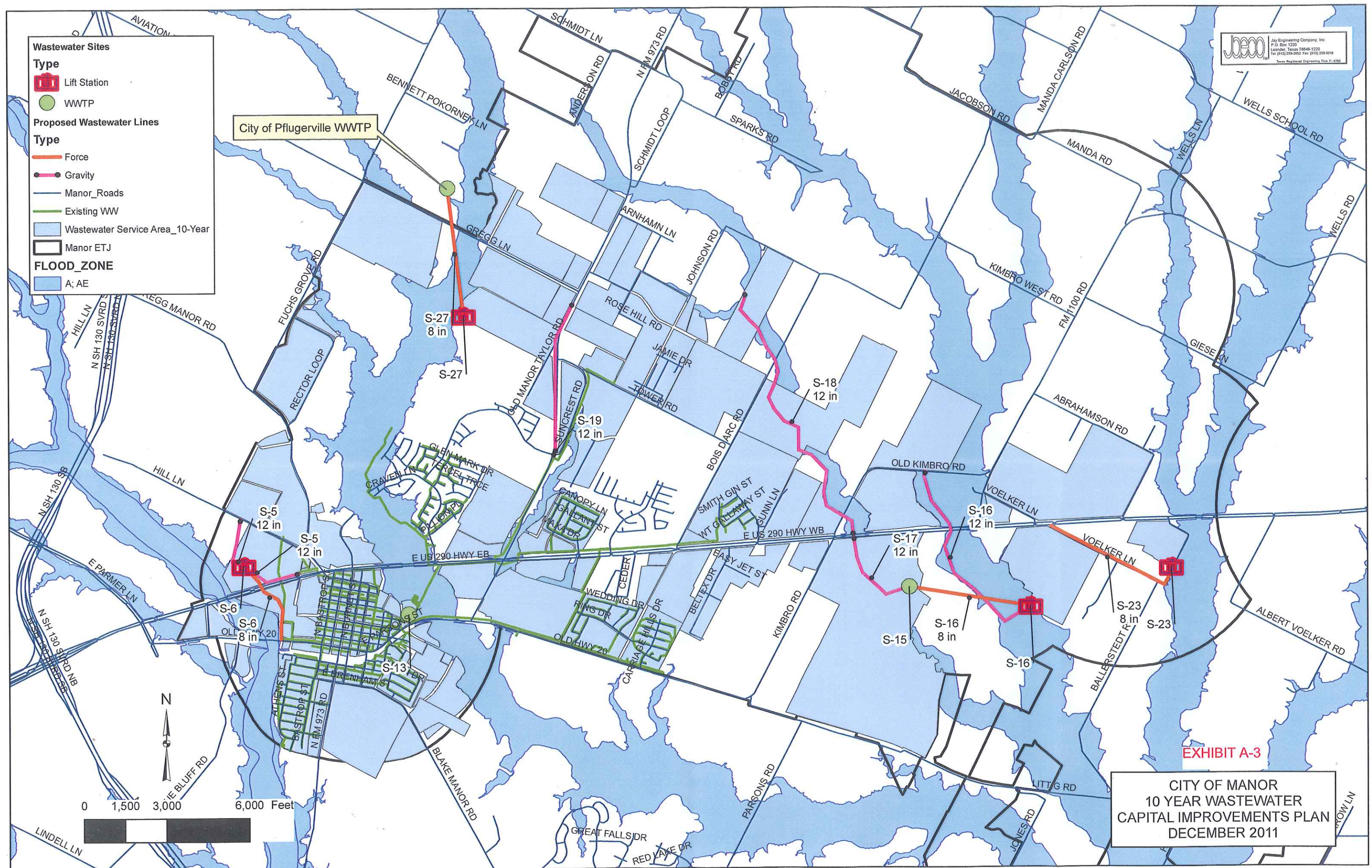


EXHIBIT A-4
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
APRIL 2012

The following projects have been identified as required to serve new growth within the service area, in accordance with approved land use assumptions and as part of the 10-year Capital Improvements Plan

| Project No. | Year | Description | Construction Cost (2012 Dollars) | Interest | Period | Payment | Total Payment | Size | Length | Construction Cost (adjusted for inflation @ 5% per annum) | Soft Costs | Contingency (10% + 1% per annum) | Financing Cost (5.1% over 20 Years) | Total Project Costs | Detailed Description |
|--------------|------|--|-------------------------------------|----------|--------|--------------|------------------|---------------|--------|--|---------------|-------------------------------------|--|-------------------------|---|
| S-5 | 2013 | Northwest Manor Gravity Lines | \$ 335,400.00 | 0.00425 | 240 | \$ 2,964.57 | \$ 711,496.60 | 12" | 4,000 | \$ 352,170.00 | \$ 52,800.00 | \$ 40,500.00 | \$ 266,026.60 | \$ 711,000.00 | Gravity Collection Lines to serve new growth in northwest Manor |
| S-6 | 2013 | Northwest Manor Lift Station and Force Main | \$ 408,120.00 | 0.00425 | 240 | \$ 3,607.81 | \$ 865,873.81 | 300 gpm | | \$ 428,526.00 | \$ 64,300.00 | \$ 49,300.00 | \$ 323,747.81 | \$ 866,000.00 | Lift station and forced main to serve new growth in northwest Manor |
| S-13 | 2018 | Addl. Wilbarger WWTP Capacity | \$ 4,500,000.00 | 0.00425 | 240 | \$ 51,486.49 | \$ 12,356,757.16 | 0.5 MGD | | \$ 5,850,000.00 | \$ 877,500.00 | \$ 1,009,100.00 | \$ 4,620,157.16 | \$ 12,357,000.00 | New Treatment Plant Capacity to Serve Addl Growth |
| S-15 | 2015 | Cottonwood WWTP, Phase 1, 0.25 MGD | \$ 2,250,000.00 | 0.00425 | 240 | \$ 22,178.87 | \$ 5,322,927.98 | 250000 | | \$ 2,587,500.00 | \$ 388,100.00 | \$ 357,100.00 | \$ 1,990,227.98 | \$ 5,323,000.00 | Build plant at Regional Site, road and electrical improvements add \$500,000 |
| S-16 | 2018 | East Cottonwood Gravity Line, Lift Station, & Force Main | \$ 1,089,620.00 | 0.00425 | 240 | \$ 12,467.38 | \$ 2,992,170.07 | 15", 18", 30" | 21,800 | \$ 1,416,506.00 | \$ 212,500.00 | \$ 244,400.00 | \$ 1,118,764.07 | \$ 2,992,000.00 | Extend East Cottonwood gravity ww to Regional Site, sized for 10-year capacity |
| S-17 | 2015 | West Cottonwood Gravity Line, US 290 to WWTP | \$ 265,200.00 | 0.00425 | 240 | \$ 2,613.92 | \$ 627,341.09 | 27" and 30" | 10,800 | \$ 304,980.00 | \$ 45,700.00 | \$ 42,100.00 | \$ 234,561.09 | \$ 627,000.00 | Extend 27" and 30" gravity ww from confluence with East Cottonwood to US 290, ultimate capacity |
| S-18 | 2017 | West Cottonwood Gravity Line, Phase 2 | \$ 858,000.00 | 0.00425 | 240 | \$ 9,357.49 | \$ 2,245,797.41 | 21" and 24" | 8,200 | \$ 1,072,500.00 | \$ 160,900.00 | \$ 172,700.00 | \$ 839,697.41 | \$ 2,246,000.00 | Serves West Cottonwood Sub-Basin up to Bois D'Arc Ln, 21" and 24" gravity ww sized for ultimate capacity |
| S-19 | 2016 | FM 973 Gravity Wastewater Line | \$ 452,400.00 | 0.00425 | 240 | \$ 4,694.92 | \$ 1,126,779.86 | 12" | 5,800 | \$ 542,880.00 | \$ 81,400.00 | \$ 81,200.00 | \$ 421,299.86 | \$ 1,127,000.00 | Serves FM 973 Corridor up to Wilbarger Basin divide (approx. Gregg Ln) |
| S-23 | 2019 | Willow Lift Station and Force Main | \$ 466,320.00 | 0.00425 | 240 | \$ 5,781.35 | \$ 1,387,522.99 | 200 gpm | | \$ 629,532.00 | \$ 94,400.00 | \$ 144,800.00 | \$ 518,790.99 | \$ 1,388,000.00 | Lift Station and Force Main to serve 220 LUEs in Willow Basin along US 290. 10-Yr ADF approx. 60,000 gpd, PWWF approx 200 gpm |
| S-27 | 2016 | Wilbarger Lift Station and Force Main to CoP WWTP | \$ 345,520.00 | 0.00425 | 240 | \$ 3,712.94 | \$ 891,106.09 | 12" | 5,100 | \$ 414,624.00 | \$ 62,200.00 | \$ 81,100.00 | \$ 333,182.09 | \$ 891,000.00 | Lift Station and Force Main to serve area north of Shadowglen in Wilbarger Basin |
| Total | | | | | | | | | | | | | | \$ 28,528,000.00 | |

Notes:

Water LUEs are defined as requiring 375 gallons of water per day per single family residence as determined in the the City of Manor Water Master Plan.

EXHIBIT B-1
CITY OF MANOR
PLANNING AND DESIGN CRITERIA
APRIL 2012

Water Infrastructure

| Criterion | Value | Unit |
|--|-------|---------|
| People per LUE | 2.8 | |
| Average Day Water Demand | 375 | gpd/LUE |
| Maximum Day Water Demand | 750 | gpd/LUE |
| Peak Hour Water Demand | 1.5 | gpm/LUE |
| Total Water Storage | 200 | gal/LUE |
| Minimum Water Elevated Storage | 100 | gal/LUE |
| Minimum Water Hydrotank Capacity | 20 | gal/LUE |
| Minimum Water Pump Capacity | 0.06 | gpm/LUE |
| Minimum Water System Pressure (Normal Conditions) | 35 | psi |
| Minimum Water System Pressure (Fire Flow Conditions) | 20 | psi |
| Maximum Water Line Velocity (Peak Hour/Fire Flow Conditions) | 5 | fps |

Wastewater Infrastructure

| Criterion | Value | Unit |
|----------------------------------|-------|---------|
| People per LUE | 2.8 | |
| Average Wastewater Flow | 275 | gpd/LUE |
| Peak Wastewater Flow | 1100 | gpd/LUE |
| Minimum Wastewater Line Velocity | 2 | fps |
| Maximum Wastewater Line Velocity | 8 | fps |

Notes:

Water demands and wastewater flows from the City of Manor Adopted Water and Wastewater Master Plans.

System capacities and other design criteria from 30 TAC Chapters 217 and 290.

EXHIBIT B-2
CITY OF MANOR WATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
PRO RATA CALCULATIONS
APRIL 2012

| Project No. | Year | Description | Size | Total LUE Capacity | 10-Year LUE Demand | Total Project Cost in 2012 Dollars | Pro Rata Share | Pro Rata Project Cost in 2012 Dollars |
|-------------|------|--|--------|-----------------------|-----------------------|--|----------------|---|
| W-5 | 2013 | Gregg Manor Road Water Line | 12" | 1667 | 538 | \$ 627,000.00 | 32% | \$ 202,355.13 |
| W-6 | 2015 | Blake Manor Road Water Line | 12" | 1667 | 100 | \$ 639,000.00 | 6% | \$ 38,332.33 |
| W-9 | 2012 | Gregg Manor Road Water Supply - Chemical Feed | N/A | 5750 | 4200 | \$ 402,000.00 | 73% | \$ 293,634.78 |
| W-10 | 2016 | Hill Lane Water Line | 8" | 91 | 23 | \$ 725,000.00 | 25% | \$ 183,241.76 |
| W-13 | 2014 | US 290 Crossing at Golf Course | 12" | 1667 | 1667 | \$ 225,000.00 | 100% | \$ 225,000.00 |
| W-14 | 2016 | Gregg Manor Road Water Supply - Ground Storage Tank and Pumps | 250000 | 2500 | 2500 | \$ 1,711,000.00 | 100% | \$ 1,711,000.00 |
| W-15 | 2014 | FM 973 Water Line | 16" | 2400 | 338 | \$ 555,000.00 | 14% | \$ 78,162.50 |
| W-16 | 2015 | US 290 Water Line | 12" | 1667 | 1667 | \$ 579,000.00 | 100% | \$ 579,000.00 |
| W-17 | 2015 | US 290 Water Line | 16" | 2400 | 719 | \$ 1,171,000.00 | 30% | \$ 350,812.08 |
| W-18 | 2015 | Old Kimbro Road Water Line | 12" | 1667 | 55 | \$ 599,000.00 | 3% | \$ 19,763.05 |
| W-19 | 2017 | Old Kimbro Road Water Line | 16" | 2400 | 179 | \$ 884,000.00 | 7% | \$ 65,931.67 |
| W-20 | 2017 | Bois D'Arc Lane Water Line | 16" | 2400 | 2400 | \$ 795,000.00 | 100% | \$ 795,000.00 |
| W-21 | 2017 | Old Kimbro Road Elevated Storage Tank | 350000 | 3500 | 2650 | \$ 3,222,000.00 | 76% | \$ 2,439,514.29 |
| W-22 | 2016 | Bois D'Arc Lane Water Line | 12" | 1667 | 205 | \$ 526,000.00 | 12% | \$ 64,685.06 |
| W-24 | 2020 | Gregg Manor Road Pump Improvements | 1200 | 2000 | 2000 | \$ 76,000.00 | 100% | \$ 76,000.00 |
| W-30 | 2018 | US 290 Water Line | 16" | 2400 | 723 | \$ 3,770,000.00 | 30% | \$ 1,135,712.50 |
| | | | | | | \$ 16,506,000.00 | | \$ 8,017,457.69 |

Previously Completed Projects

| Year | Total LUE Capacity | Name | Description | Project Cost | LUEs Used | 10-Year LUE Demand | Pro Rata Share | Pro Rata Project Cost |
|---------------|-----------------------|--|-------------|------------------------|-----------|-----------------------|----------------|--------------------------|
| 2002 | 1667 | Creekside Offsite Utilities | 12" | \$ 175,000.00 | 405 | 173 | 10% | \$ 18,161.37 |
| 2005 | 1667 | Greenbury Offsite Utilities | 12" | \$ 407,816.64 | 308 | 1359 | 82% | \$ 332,467.19 |
| 2007 | 5,600 | Water Supply Main From City of Austin to West Elevated Storage Tank and Downtown | 16" | \$ 1,057,675.36 | 1550 | 2650 | 47% | \$ 500,507.09 |
| 2008 | 5,000 | West Elevated Storage Tank | 500,000 | \$ 2,138,083.58 | 1550 | 2650 | 53% | \$ 1,133,184.30 |
| 2010 | 2,400 | Presidential Glen Water Lines | 16" | \$ 465,054.06 | 8 | 1300 | 54% | \$ 251,904.28 |
| 2009 | 5,000 | East Manor Elevated Storage Tank | 500,000 | \$ 1,880,381.34 | 1550 | 2650 | 53% | \$ 996,602.11 |
| Totals | | | | \$ 6,124,000.00 | | | | \$ 3,232,826.34 |

CIF Ineligible Projects

EXHIBIT B-3
CITY OF MANOR WATER IMPROVEMENTS
MISCELLANEOUS PROJECT COSTS
APRIL 2012

| Description | Amount | |
|---|-----------|-------------------|
| Water Impact Fee Fund Balance (deduction) | \$ | (58,701.00) |
| CIF Studies | \$ | 10,300.00 |
| Study Cost for Water, Mapping, Modeling | \$ | 40,000.00 |
| Total Water-Related Costs | \$ | (8,401.00) |



EXHIBIT B-4
CITY OF MANOR WATER
IMPACT FEE CALCULATION
APRIL 2011

| CATEGORY | AMOUNT |
|-----------------------------------|------------------|
| Total CIP Eligible Project Cost : | \$ 11,241,883.02 |
| Number of LUEs added: | \$ 2,650.00 |
| Maximum Water CIF: | \$ 4,242.00 |
| 50% Credit: | \$ (2,121.00) |
| MAXIMUM ASSESSABLE CIF: | \$ 2,121.00 |
| ASSESSED WATER CIF: | \$ 1,800.00 |

EXHIBIT B-5
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
PRO RATA CALCULATIONS
APRIL 2012

| Project No. | Year | Description | Size | Total LUE Capacity | 10-Year LUE Demand | Total Project Cost in 2012 Dollars | Pro Rata Share | Pro Rata Project Cost in 2012 Dollars |
|-------------|------|--|---------------------------|--------------------|--------------------|------------------------------------|----------------|---------------------------------------|
| S-5 | 2013 | Northwest Manor Gravity Lines | 12" | 825 | 420 | \$ 711,000.00 | 50.91% | \$ 362,000.00 |
| S-6 | 2013 | Northwest Manor Lift Station and Force Main | 12" GM, 300 GPM LS, 8" FM | 320 | 160 | \$ 866,000.00 | 50.00% | \$ 433,000.00 |
| S-13 | 2018 | Addl. Wilbarger WWTP Capacity | 500,000 | 1818 | 850 | \$12,357,000.00 | 46.75% | \$ 5,777,000.00 |
| S-15 | 2015 | Cottonwood WWTP, Phase 1, 0.25 MGD | 250,000 | 909 | 910 | \$ 5,323,000.00 | 100.10% | \$ 5,328,000.00 |
| S-16 | 2018 | East Cottonwood Gravity Line, Lift Station, & Force Main | 12" GM, 350 GPM LS, 8" FM | 1000 | 375 | \$ 2,992,000.00 | 37.50% | \$ 1,122,000.00 |
| S-17 | 2015 | West Cottonwood Gravity Line, US 290 to WWTP | 12" | 1200 | 540 | \$ 627,000.00 | 45.00% | \$ 282,000.00 |
| S-18 | 2017 | West Cottonwood Gravity Line, Phase 2 | 12" | 1200 | 540 | \$ 2,246,000.00 | 45.00% | \$ 1,011,000.00 |
| S-19 | 2016 | FM 973 Gravity Wastewater Line | 12" | 754 | 75 | \$ 1,127,000.00 | 9.95% | \$ 112,000.00 |
| S-23 | 2019 | Willow Lift Station and Force Main | 200 gpm | 210 | 100 | \$ 1,388,000.00 | 47.62% | \$ 661,000.00 |
| S-27 | 2016 | Wilbarger Lift Station and Force Main to CoP WWTP | 12" | 679 | 70 | \$ 891,000.00 | 10.31% | \$ 92,000.00 |
| | | | | | Totals | \$28,528,000.00 | | \$ 15,180,000.00 |

Previously Completed Projects

| Year | Total LUE Capacity | Name | Description | Project Cost | LUEs Used | 10-Year LUE Demand | Pro Rata Share | Pro Rata Project Cost |
|---------------|--------------------|---|--|------------------------|-----------|--------------------|----------------|------------------------|
| 2001 | 300 | Hamilton Point Sewer Main | Gravity Sewer Line to Serve Hamilton Point Sub | \$ 128,000.00 | 300 | 0 | 0% | \$ - |
| 2003 | 1091 | Creekside Offsite/Onsite and Wilbarger WWTP | Lift Station, Forced Main and WWTP | \$ 1,033,000.00 | 726 | 375 | 34% | \$ 355,000.00 |
| 2004 | 1264 | East Old Highway 20 Gravity Line, Lift Station, Forced Main (Bell Farms FM) | Gravity Line Lift Station and Forced Main to Serve new growth along Old Highway 20 | \$ 1,034,873.04 | 616 | 650 | 51% | \$ 532,000.00 |
| 2005 | 1885 | Greenbury Gravity Line | Gravity Line Along US 290 to Serve Greenbury Sub | \$ 619,007.39 | 308 | 682 | 36% | \$ 224,000.00 |
| 2008 | 888 | Carriage Hills Lift Station and Forced Main | Lift Station and Forced Main to Serve Carriage Hills Sub | \$ 680,972.01 | 165 | 175 | 20% | \$ 134,000.00 |
| 2009 | 727 | Wilbarger WWTP Capacity Buyback | Purchase excess 200000 gpd capacity from Metro H2O | \$ 824,000.00 | 0 | 727 | 100% | \$ 824,000.00 |
| Totals | | | | \$ 4,319,852.45 | | | | \$ 2,069,000.00 |

CIF Ineligible Projects

| | |
|------|---|
| 2005 | Creekside Lift Station Forced Main Adjustment |
|------|---|

EXHIBIT B-6
CITY OF MANOR WASTEWATER IMPROVEMENTS
10-YEAR CAPITAL IMPROVEMENTS PLAN
MISCELLANEOUS PROJECT COSTS
APRIL 2012

| Description | Total Cost |
|---|----------------|
| Wastewater Impact Fee Fund Balance (deduction) | \$ (55,776.00) |
| CIF Studies | \$ 10,300.00 |
| Gilleland Creek COA Impact Fee (628 LUEs @ \$1,400) | \$ 879,200.00 |
| Study Cost for Wastewater, Mapping, Modeling | \$ 40,000.00 |
| Total Sewer-Related Costs \$ 873,724.00 | |

EXHIBIT B-7
CITY OF MANOR WASTEWATER
IMPACT FEE CALCULATION
APRIL 2012

| CATEGORY | AMOUNT |
|-------------------------------------|------------------------|
| Total CIP Eligible Project Cost : | \$ 18,123,000.00 |
| Number of LUEs added: | \$ 3,900.00 |
| Maximum Wastewater CIF: | \$ 4,647.00 |
| 50% Credit: | \$ (2,323.50) |
| MAXIMUM ASSESSABLE CIF: | \$ 2,323.50 |
| ASSESSED WASTEWATER CIF: | \$ 1,800.00 |

EXHIBIT B-8
CITY OF MANOR WATER AND WASTEWATER IMPACT
FEE FACTORS
APRIL 2012

1. RESIDENTIAL DEVELOPMENT

Community Impact Fees for residential development shall be assessed based upon the number of dwelling units proposed for development times the appropriate LUE Factor for water as shown below.

| <u>Dwelling Type</u> | <u>Units</u> | <u>LUE Factor</u> |
|---------------------------|----------------------|-------------------|
| Single Family Residential | Per Housing Unit | 1 |
| Two-Family Residential | Per Residential Unit | 0.7 |
| Three-Family Residential | Per Residential Unit | 0.7 |
| Multi-Family Residential | Per Residential Unit | 0.5 |

2. NON-RESIDENTIAL DEVELOPMENT

Community Impact Fees for all non-residential development shall be assessed based upon the water meter size and type installed to serve the proposed development water, as shown below.

| <u>Meter Size (Inch)</u> | <u>Type</u> | <u>LUE Factor</u> |
|--------------------------|--------------|-------------------|
| 5/8 | Positive | 1 |
| | Displacement | |
| 3/4 | Positive | 1.5 |
| | Displacement | |
| 1 | Positive | 2.5 |
| | Displacement | |
| 1-1/2 | Positive | 5 |
| | Displacement | |
| 2 | Positive | 8 |
| | Displacement | |
| 2 | Compound | 8 |
| 2 | Turbine | 10 |
| 3 | Compound | 16 |
| 3 | Turbine | 24 |
| 4 | Compound | 25 |
| 4 | Turbine | 42 |
| 6 | Compound | 50 |
| 6 | Turbine | 92 |
| 8 | Compound | 80 |
| 8 | Turbine | 160 |
| 10 | Compound | 115 |
| 10 | Turbine | 250 |
| 12 | Turbine | 330 |

Charles F. Russell, Jr.

13316 Nelson Houser St ▪ Manor, TX 78653 ▪ 214-325-7837 ▪ cruss84@gmail.com

EDUCATION

University of Texas at Dallas*Bachelor of Science in Electrical Engineering – May 2010*Richardson, Texas
August 2006 - May 2010**Richland Community College***Associate in Science in the field of Electrical Engineering Technology – May 2006*Dallas, Texas
January 2005 - May 2006**WORK EXPERIENCE**

Samsung Austin Semiconductor*Equipment Engineer III*Austin, Texas
September 2011-Present

- Help provide leadership to a process and equipment team of 12 to sustain and maintain machines.
- Department representative for creating a sustainable model for company supply chain management.
- Department lead representative standardizing how to check quality assurance of Foundry Lots.
- Create Flowcharts and procedures for abnormal or troubleshooting processes for operational standardization.
- Representative for the department's Environmental "GreenFAB" Initiative

Texas Instruments*Lead Quality Control Technician*Richardson, Texas
July 2009 – September 2011

- Lead projects to reduce costs and improve process efficiency
- Audit quality control programs
- Perform packaging line and manufacturing inspections
- Ensure that raw materials, in-process and finished products meet company standards
- Set-up recipes for Camtek AVI devices

City of Richardson*Traffic Engineering Intern (Graduate Level)*Richardson, Texas
July 2006 - May 2008

- Aid in installing traffic signal heads and updating hardware in Signal Control Cabinets
- Assist in preparing computer (CAD) and/or manual graphics and drawings
- Support design and implementation of traffic related improvements

Sears Holdings Corporation*Hardware and Paint Consultant*Plano, Texas
March 2005 - March 2007

- Decide the best necessary products to satisfy the customer's needs at affordable prices
- Assemble exercise machines for display and demo purposes
- Repair Hardware and Lawn & Garden products

SKILLS

- Proficient in SAS SiMAX, GPM, EMS, CIS, and TPSS systems
- Familiar with e-SPEC, YMS, Data Extractor, and iEES through tool installs and qual checks
- Strong interpersonal and communication skills
- Exceptional experience in customer service
- Fluent in basic conversational Spanish and can read Korean

ACCOMPLISHMENTS

- Recipient of the 1st SAS Part Champion Award 2015
- Contributor in Q3 DRIVE Award for Sorter Automated Healthy Check Creation 2013
- Recipient of 7 SAS Spot Awards YTD for going above and beyond to complete projects. 2012, 2013, 2015
- Monster Diversity Leadership Program Scholarship Recipient 2005, 2007
- Tom Landry Classic Scholarship Recipient 2003
- Hunger & Homelessness Outreach Program Outstanding Volunteerism Award Recipient 2003

ACTIVITIES

- STEM Program Volunteer 2012 - Present
- PAYSL Volunteer Soccer Coach 2013-2014
- Junior Achievement and Decker Middle School Mentor 2012-2014
- Relay for Life Committee Chair and Volunteer 2008-2011
- Annual Richardson Wildflower Festival Volunteer 2006-2011
- Monster Diversity Leadership Program Facilitator (Summers) 2008-2010

March 21st, 2016

Letter of Interest

To whom it may concern:

My name is Charles Russell Jr, and I am interested in joining the City of Manor Planning & Zoning committee. I have been a resident of Manor, Texas, since September 2012 and I am ready to help our community in any way possible. Please review the attached resume and contact me at cruss84@gmail.com if you have any questions.

Sincerely,

Charles Russell Jr

Presidential Glen Resident

214-325-7837

JOSHUA R. SMITH

Joshsmith72@gmail.com

14515 Bois D Arc Lane Manor, TX 78653

210-875-9681

OBJECTIVE

I have fifteen years of experience working in the Consumer Goods, Aviation, and Food and Beverage industries of US and International markets. I would like to join the City of Manor Planning and Zoning Commission to provide direction to the growth initiatives for our city. I believe the role of the P&Z Commission is essential to the effective construction of public infrastructure, residential and commercial properties, and to attract business and tax dollars to our city.

EXPERIENCE

Constellation Brands Beer Division

HR Strategy Manager July 2014 – Present

Manage the workforce planning function with responsibility for project management surrounding HR processes and planning initiatives. Manage headcount reporting and workforce growth and optimization strategy. Assist in developing business and strategic plans. Responsible for monitoring headcount and workforce updates, financial plan tracking and reporting, and open position forecasting for annual plans and quarterly/latest estimates. I was given the opportunity by HR senior management to present the Beer Operations workforce plan to the CBI Board of Directors in April 2015.

Aerospace Vendor Solutions Inc.

Co-Founder – General Manager - Austin, TX July 2009 – July 2014 (AVS was acquired in July 2013)

I co-founded AVS in July 2009 as a manufacturing quality inspection, regulatory certification and engineering firm focused on the Aviation and Aerospace industry. I was responsible for building the three year start-up business plan. The successful launch of this business plan led to the attainment of the ISO9001:2008 quality system registration and implementation of the TIPQA™ quality and regulatory management software application at the firm. AVS was the first TIPQA™ user to launch a cloud based SaaS to our clients that allowed them to manage part inspections, supplier certifications and quality audits through a cloud database. This led to service contracts with General Atomics Aeronautical Systems, MOOG, Zodiac Aerospace, Evergreen Aviation, Canadian Helicopter Company, Rockwell Collins, and the Federal Aviation Administration among others.

I led operations of the business to include sales, marketing, IT, finance, HR, and corporate strategy as General Manager from July 2009 – July 2013. The business was successfully sold to a large customer on July 10, 2013.

Annual revenue for AVS 2009 – 2013

2009 - \$387,000

2010 - \$690,000

2011 - \$1.27mm

2012 - \$2.16mm

2013 – \$1.55mm (through June 30th reporting period)

I was a contract Management Consultant for the new entity for one year post acquisition. My role was to consult the Executive M&A Team on AVS standard operating procedures, client retention, and general business strategy to assist the goal of a seamless transition and the maximization of deal price and terms. My contract voluntarily expired June 30, 2014.

Milwaukee Electric Tool Corporation

Senior Channel Manager - Brookfield, WI – January 2008 – June 2009

Full channel (category) management responsibility for marketing activity in the Hardware and Wholesale channels of distribution for Milwaukee Tool. This included promotions, product line reviews, category management for power tools and accessories, retail product placement, POS advertising, SKU rationalization, Plan-O-Gram and store set recommendations, and new product introductions to Merchants at Sears (Grand), Ace Hardware, True Value, Orgill, Do-It-Best, Blain's Farm and Fleet, Tractor Supply, Orchard Supply, and Northern Tool. Successfully created marketing programs and managed growth of 12% to \$122mm in sales in 2008.

Milwaukee was recognized as Vendor of the Year for 2008 by Do-It Best Hardware

Black and Decker Corporation

DEWALT Industrial Tool Division

National Marketing Manager – USA - August 2005 – December 2007

I held responsibility for the creation, implementation, and management of the entire \$3mm residential construction marketing strategy and budget for the #1 market share leader in power tools in the US. I managed a team of (10) Residential Product Specialists that executed the grass roots Hispanic/Spanish language Copa DEWALT regional soccer tournaments, celebrity endorsements, industrial channel distribution Spanish language retail merchandising efforts, brand marketing events, national and local advertising campaigns, and the attainment of regional sales quotas tied to specific categories of DEWALT products.

The Copa DEWALT event marketing strategy was recognized by Hanley-Wood Nuevo Constructor magazine as the construction product marketing "Trailblazer" of 2006

Black and Decker Corporation

DEWALT Industrial Tool Division

Residential Product Specialist – Southern California August 2004 – July 2005

My responsibilities in this role included driving sales of the residential construction contractor products offered by DEWALT in the independent channel of distribution. This role required professional fluency in Spanish and the ability to engage, present, convert and sell to Spanish speaking contractors.

Honored with the 2005 DEWALT Field Marketing EDGE Award

Black and Decker Corporation

Market Manager – Los Angeles, CA January 2004 – July 2004

Promoted and relocated to Market Manager in the largest B&D - Home Depot sales volume territory in the US comprised of (24) stores in Los Angeles and Orange County. Responsible for two full-time Retail Merchandisers

as direct reports and an annual sales quota of \$6.1mm. Effectively managed the retail execution team and implemented marketing programs that drove sales to \$3.26mm in the combined Q1-Q2 period

Black and Decker Corporation

Territory Manager – San Diego, CA January 2003 – January 2004

My primary account was The Home Depot, the largest home improvement retailer by market cap in the world, with ten locations in Northern San Diego County. My responsibilities included the achievement of a monthly and quarterly sales quota across three brands and over 400 SKU's, DEWALT and B&D power tools and accessories, and B&D outdoor equipment.

Sales results for FY 2003 were 10% over quota at \$1.1mm, including a record \$103,000 promotional sell-in for the Q4 holiday season.

Awarded the 2003 DEWALT Channel Award for Outstanding Performance at The Home Depot

Awarded the 2003 Black and Decker Culture Award for Exemplary Results, Attitude, Integrity, Teamwork, Leadership and Inclusion

Black and Decker Corporation

Field Marketing Representative – San Diego, CA January 2002 – December 2002

I entered the renowned Black and Decker Sales and Marketing Development Program in January 2002. My responsibilities included the successful completion of rigorous online and hands-on training at Black and Decker University in Towson, MD to include product knowledge, end user sales strategies, brand and event marketing, and the execution of the B&D sales process. Field training included event marketing and storefront distributor sales events, market research for new product development, construction jobsite and retail product demonstrations. I lead (4) motorsports event marketing assignments in support of the DEWALT sponsorship of the #17 Matt Kenseth stock car in the NASCAR Winston/Sprint Cup Series races.

EDUCATION

Spanish and Portuguese Studies in Paraguay and Brazil 1996-1998

University of Redlands - Redlands, CA

Bachelor of Science in Business and Management

SKILLS

- Spanish language professional fluency
- Conversational Portuguese
- MS Office Suite expertise
- Adobe Photoshop
- JD Edwards and SAP data mining and reporting expertise
- International business and cultural experience in Mexico, Colombia, Paraguay, Argentina, Uruguay, Chile, Brazil, Israel, Bermuda, Canada, France, Germany, UK, Spain and Italy
- Salesforce CRM

References will gladly be provided upon request